



**AGENDA
CUDAHY CITY COUNCIL
CITY OF CUDAHY AS SUCCESSOR AGENCY TO
THE CUDAHY DEVELOPMENT COMMISSION**

A Regular/Special Joint Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Tuesday – February 18, 2014 - 6:30 P.M.

**CALL TO ORDER OF JOINT MEETING OF THE CUDAHY CITY COUNCIL AND THE CITY
COUNCIL AS SUCCESSOR AGENCY TO THE CUDAHY REDEVELOPMENT AGENCY**

JOINT ROLL CALL

Councilmember Markovich
Councilmember Sanchez
Councilmember Oliva
Vice Mayor Garcia
Mayor Guerrero

Pledge of Allegiance:

CLOSED SESSION

Before going into Closed Session the Mayor or the City Attorney shall ask if any members of the public wish to comment on any of the listed closed session items only:

- A.** Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) - Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.
- B.** Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator(s) - Represented and Unrepresented Employees
City Designated Negotiator(s): Henry Garcia, Interim City Manager
Employees and Employee Groups Subject to Discussion: Cudahy Miscellaneous Employees Association and all other Represented and Unrepresented Full Time and Part Time Employees of the City
- C.** Closed Session Pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) - Conference with Legal Counsel to Discuss Facts and Circumstances Surrounding a Matter which Might form the basis for the City initiating litigation and which simultaneously could give rise to litigation against the City or create significant liability exposure to the City if litigation or other punitive action were initiated by the City - [One (1) Matter]

REGULAR MEETING AGENDA
Cudahy City Council
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CITY OF CUDAHY AS SUCCESSOR AGENCY BUSINESS SESSION

A. Consideration and Approval of a request approve the Recognized Obligations Payment Schedule (ROPS) for the period of July 1, 2014 through December 31, 2014 for submission to the City of Cudahy Oversight Board.
(ROPS Schedule attached)

Recommendation: Motion to approve as stated.

AJOURN MEETING OF CITY COUNCIL AS SUCCESSOR AGENCY TO THE CUDAHY REDEVELOPMENT AGENCY

**REGULAR CITY COUNCIL MEETING SHALL REMAIN IN SESSION
Tuesday – February 18, 2014 - 7:00 P.M. (OPEN SESSION)**

Invocation:

Presentations:

- Nationwide Environmental Services
- Housing Rehabilitation Program Informational Presentation

3. PUBLIC COMMENT

Mayor: This is the time set aside for citizens to address the City Council on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. **Each person will be allowed to speak only once and will be limited to four (4) minutes.** When addressing the Council please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on an audio cd.

CITY COUNCIL COMMENTS

This is the time for the City Council to comment on any topics related to "City business", including announcements, reflections on city/regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval/ consent of the City Council majority members present, regarding staff directives). Each Councilmember will be allowed to speak for a period not to exceed four (4) minutes. Notwithstanding the foregoing, the City Council members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.

4. WAIVE FULL READING

4A. Consideration to waive Full Text Reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.

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Recommendation: Motion to approve as stated.

5. CONSENT CALENDAR

5A. Approval of a request to approve the City Demands and Payroll for the month of December, 2013.

Assigned Department: Finance
(Staff Report and Warrants attached)

5B. Approval of a request to approve the City Treasurer's Financial Report (LAIF) for the month of December, 2013.

Assigned Department: Finance
(Staff Report attached)

5C. Approval of a request to approve the Cash and Investment report for the month of December, 2013

Assigned Department: Finance
(Staff Report attached)

Recommendation: Motion to approve items 5A through 5C.

6. BUSINESS SESSION

6A. Consideration and approval of award of contract to IT Systemhouse, Inc. to provide professional consulting services for information technology (IT) services subject to terms and conditions of attached professional services agreement. Grant of authorization for Interim City Manager to execute the subject agreement with IT Systemhouse, Inc.

(Staff Report attached)

Recommendation: Motion to award contract to IT Systemhouse Inc. subject to terms of attached agreement and authorization to Interim City Manager to execute agreement on behalf of the City.

6B. Consideration and approval to amend the Sonnenberg and Company agreement for an amount not to exceed \$10,000.00

(Audit Engagement letter attached)

Recommendation: Motion to approve the amendment and authorize the Mayor to execute the agreement.

6C. Consideration and approval of Resolution No. 14-16, a resolution approving the application for grant funds for the sustainable communities planning grant and incentives program under the safe drinking water, water quality and supply, flood control, river and coastal protection bond act of 2006 (Proposition 84).

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(Staff report attached)

Recommendation: Motion to approve Resolution No. 14-16.

6D. Consideration, approval and ratification of First Amendment to Agreement with Olivarez Madruga, P.C for General Legal Services to establish a fixed monthly retainer and authorization of Mayor to execute First Amendment to Agreement.

(Staff Report attached)

Recommendation: To consider and approve the first amendment to the Olivarez Madruga, P.C agreement and authorize the Mayor to execute the agreement.

6E. City Manager's report on City matters.

Recommendation: Motion to receive and file.

7. COUNCIL BUSINESS

7A. Consideration and approval of Resolution No. 14-08, a resolution to establish rules and procedures for staff and City Council interactions with the City Attorney's office.

(Verbal report by Mayor Guerrero)

(Resolution No. 14-08 attached)

Recommendation: Motion to approve Resolution No. 14-08.

7B. Discussion item and potential direction to City staff on the subject of pension reform.

(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

7C. Update, discussion and direction to City staff on the mobile home parks with violations and available CDBG funds for the mobile home parks.

(Verbal report by Mayor Guerrero and Councilmember Oliva)

Recommendation: Motion to receive and file.

7D. Discussion item and direction to City staff on State Controller's audit status.

(Verbal report by Mayor Guerrero)

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Recommendation: Motion to receive and file.

[Redacted]

7E. Discussion item and direction to City staff on loud noise ordinance.
(Verbal report by Mayor Guerrero and Councilmember Oliva)
(Municipal Code Section 9.04.020 attached)

Recommendation: Motion to receive and file.

[Redacted]

7F. Discussion item and direction to City staff on a Cudahy Welcome sign.
(Verbal report by Mayor Guerrero and Vice Mayor Garcia)

Recommendation: Motion to receive and file.

[Redacted]

7G. Discussion item and direction to City staff on City Manager recruitment process and advisory committee.
Assigned Department: City Manager
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

[Redacted]

7H. Discussion item and direction to City staff on the City's Casino License and exploration of a Casino in the City.
(Verbal report by Vice Mayor Garcia)

Recommendation: Motion to receive and file.

[Redacted]

7I. Discussion item and direction to City staff to allow soccer to be played at Lugo Park.
(Verbal report by Mayor Guerrero and Councilmember Oliva)

Recommendation: Motion to receive and file.

[Redacted]

7J. Consideration and approval of Resolution No. 14-13, a resolution to establish a hiring freeze for permanent, temporary, full-time, and part-time employees at all levels until such time that the City Council approves the budget for fiscal year 2014-2015, or sooner if specifically authorized by the City Council.

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(Verbal report by Mayor Guerrero and Vice Mayor Garcia)
(Resolution No. 14-13 attached)

Recommendation: Motion to approve Resolution No. 14-13.

7K. Consideration and approval of Resolution No. 14-03, a resolution to modify certain parking citation fees assessed by the City's Municipal Officers and/or Code Enforcement Officers.
(Verbal report by Mayor Guerrero and Councilmember Oliva)
(Resolution No. 14-03 attached)

Recommendation: Motion to approve Resolution No. 14-03

7L. Consideration and approval of Resolution No. 14-10, a resolution to establish policy and procedures for city sponsorship or co-sponsorship of certain events held at city facilities.
(Verbal report by Mayor Guerrero and Councilmember Oliva)
(Resolution No. 14-10 attached)

Recommendation: Motion to approve Resolution No. 14-10.

7M. Consideration and approval of Resolution No. 14-06, a resolution establishing rules and procedures for the enforcement of the City's Code of Ethics.
(Verbal report by Mayor Guerrero)
(Resolution No. 14-06 attached)

Recommendation: Motion to approve Resolution No. 14-06.

7N. Discussion item and direction to City staff on proposed State of the City Address by the Mayor.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

7O. Discussion, consideration and approval Cudahy College preparedness program.
(Verbal report by Councilmember Markovich)

Recommendation: Motion to receive and file.

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7P. Discussion and direction to City staff regarding City sponsorship of the One City One book.
(Verbal report by Councilmember Markovich)
(List of books attached)

Recommendation: Motion to receive and file.

7Q. Consideration and approval of Resolution No. 14-14, a resolution in support of Senate Bill 828, the Fourth Amendment Protection Act.
(Verbal report by Mayor Guerrero and Council Member Cristian Markovich)
(Resolution No. 14-14 attached)

Recommendation: Motion to approve Resolution No. 14-14.

7R. Consideration and approval of Resolution No. 14-15, a resolution to establish City Councilmember conduct at commission meetings.
(Verbal report by Mayor Guerrero and Council Member Oliva)
(Resolution No. 14-15 attached)

Recommendation: Motion to approve Resolution No. 14-15.

7S. Discussion item and direction/feedback to City staff regarding graffiti removal progress.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

7T. Discussion item and direction to City staff on gang intervention strategies including gang intervention subcommittee. **(Verbal report by Mayor Guerrero)**

Recommendation: Motion to receive and file.

7U. Discussion item and direction to City staff on proposed facility use by Club Sabor Latino.

Recommendation: Motion to receive and file.

7V. Discussion item and direction to City staff regarding the posting of Economic Development Corporation meeting information on the City's website and at City Parks.

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Recommendation: Motion to receive and file.

7W. Discussion item on an overnight parking program in the City of Cudahy.
(Verbal report by Vice Mayor Garcia)

Recommendation: Motion to receive and file.

7X. Discussion item on the Swapmeet.

Recommendation: Motion to receive and file.

8. ADJOURNMENT

All public meetings conducted by the City of Cudahy are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the Office of the City Clerk at least 72 hours in advance of the meeting. SB343 Note: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Reception Counter at City Hall located at 5220 Santa Ana Street, Cudahy, CA. 90201. THIS AGENDA POSTED ACCORDING TO GOVERNMENT CODE REQUIREMENTS OF THE STATE OF CALIFORNIA BY THE DEPUTY CITY CLERK OF THE CITY OF CUDAHY: ANGELA BUSTAMANTE

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail
July 1, 2014 through December 31, 2014
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K				L		M		N	O	P
										Funding Source				Non-Admin	Admin	Six-Month Total				
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)							RPTTF			
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total					
								\$ 37,156,939		\$ -	\$ 1,071,614	\$ -	\$ 1,792,122	\$ 125,000	\$ 2,988,736					
1	Subordinated Tax Allocation	Bonds Issued On or Before 12/31/10	10/28/1999	10/1/2026	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund non-housing projects	Citywide	3,013,178	N				63,769		\$ 63,769					
2	Tax Allocation Refunding Bonds, Series 2003A	Bonds Issued On or Before 12/31/10	8/13/2003	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund housing projects	Citywide	4,643,508	N		227,500		319,749		\$ 547,249					
3	Tax Allocation Refunding Bonds, Series 2003B	Bonds Issued On or Before 12/31/10	8/13/2003	10/1/2013	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund non-housing projects	Citywide	-	Y				-		\$ -					
4	Tax Allocation Refunding Bonds, Series 2003C	Bonds Issued On or Before 12/31/10	8/13/2003	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund non-housing projects	Citywide	9,625,100	N		42,500		233,450		\$ 275,950					
5	Tax Allocation Bonds, Series 2011A	Bonds Issued After 12/31/10	4/13/2011	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund housing projects	Citywide	3,777,513	N		2,500		83,528		\$ 86,028					
6	Tax Allocation Bonds, Series 2011A	Bonds Issued After 12/31/10	4/13/2011	10/1/2013	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund housing projects	Citywide	1,320,291	N		466,614				\$ 466,614					
7	Tax Allocation Bonds, Series 2011B	Bonds Issued After 12/31/10	4/13/2011	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Bond issue to fund non-housing projects	Citywide	12,512,913	N		332,500		605,897		\$ 938,397					
8	Fiscal Agent Fees	Fees	10/28/1999	10/1/2027	The Bank of New York Mellon Trust Company, N.A.	Annual fiscal agent fees for bonds issues	Citywide	101,600	N				7,700		\$ 7,700					
9	Bond Disclosure Services	Fees	6/27/2011	3/31/2027	HdL Coren & Cone	Annual continuing disclosure for bond issues	Citywide	76,000	N				5,750		\$ 5,750					
11	Consultant Fees	Fees	6/27/2011	3/31/2027	HdL Coren & Cone	AB X1 26 & 27 Analysis, EOPS & SOI	Citywide	-	N						\$ -					
13	City Reimbursement	City/County Loans On or Before 6/27/11	6/7/2005	7/2/2048	City of Cudahy	Loan Repayment	Citywide	524,916	N						\$ -					
14	RDA Legal Counsel	Fees	3/1/2011	7/2/2048	Lewis Brisbois Smith LLP	legal counsel	Citywide	-	N						\$ -					
15	RDA Legal Counsel	Fees	5/1/2011	7/2/2048	Olivarez, Gallagher, Padilla	legal counsel	Citywide	-	N						\$ -					
17	County Deferral	City/County Loans On or Before 6/27/11	9/8/1981	9/8/2034	Los Angeles County Taxing Entities	In accordance with the deferral provisions of the contractual agreement with the County and the Community Development Commission of the City of Cudahy	Citywide	339,377	N						\$ -					
18	County Deferral	City/County Loans On or Before 6/27/11	12/14/1992	7/13/1944	Los Angeles County Taxing Entities	In accordance with the deferral provisions of the contractual agreement with the County and the Community Development Commission of the City of Cudahy	Citywide	500,264	N						\$ -					
21	Oversight Board Legal Counsel	Admin Costs	6/1/2012	7/1/2016	John Cavanaugh	legal counsel	Citywide	-	N						\$ -					
22	Audit Services	Dissolution Audits	8/1/2012	8/1/2015	Sonnenberg CPAS	DDR Audit (AB 1484)	Citywide	-	N						\$ -					
23	Administrative Reimbursement	Fees	2/1/2012	7/2/2048	City of Cudahy	Loan to cover shortfall in Administrative Expense	Citywide	472,279	N				472,279		\$ 472,279					
24	Successor Agency Admin. Cost	Admin Costs	2/1/2012	7/2/2048	Various	Greater of 3% or \$250,000	Citywide	250,000	N					125,000	\$ 125,000					



AGENDA REPORT

MEETING DATE: February 18, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Finance

FROM: Steven Dobrenen

TITLE: Demands and Payroll for the Month of December, 2013

RECOMMENDATION:

It is recommended that the City Council approve the Demands and Payroll for the month of December, 2013

SUMMARY:

The following listed demands and payroll have been audited by the Finance Department:

Computer warrants	36638 - 36733
Void checks	36645
Total amount disbursed	\$499,556.44

Payroll Warrants including payroll taxes and insurance premiums:

	December 12, 2013	December 26, 2013
Issued Warrants Number	17140-17256	17257-17334
Voided Warrants	17140-17194	
Issued Warrants Amounts	\$ 8,167.95	\$ 15,935.11
Direct Deposits	76,957.71	53,078.13
CalPERS Direct Deposit (a)	27,188.12	
CalPERS Direct Deposit (b)	13,420.65	
Payroll taxes (c)	25,752.02	7,948.87
Total Amount	\$ 151,486.45	\$ 76,962.11
Note (a) - Payments for CalPERS medical insurance		
Note (b) - Payments for CalPERS retirement contributions		
Note (c) - Federal and State payroll taxes		

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval. It is requested the listed demands be approved for payment and the payment of payroll be approved and ratified. It is also requested that the listed warrants be approved for payment.

Check Register Report

Date: 01/08/2014

Time: 10:07 am

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount
Number	Void/Stop Date	Status	Check Description	Discount	
36638	12/03/2013	1778	ALL CITY MANAGEMENT	1,724.40	1,724.40
		Printed	GROSSING GUARD 10/13 - 10/26	0.00	
				Check Amount	1,724.40
Ref#	GL Number	Gross	Discount	Amount	
24439	001-4520-6730.000	1,724.40	0.00	1,724.40	
36639	12/03/2013	0057-2	AT & T PHONE SERVICE	6,269.33	6,269.33
		Printed	LAND LINE CHARGES	0.00	
				Check Amount	6,269.33
Ref#	GL Number	Gross	Discount	Amount	
24473	001-4025-6390.000	1,145.35	0.00	1,145.35	
24473	001-4025-6390.000	40.97	0.00	40.97	
24473	201-4425-6390.000	47.01	0.00	47.01	
24473	001-4011-6390.000	96.96	0.00	96.96	
24473	001-4501-6390.000	3,658.37	0.00	3,658.37	
24473	001-4020-6390.000	984.87	0.00	984.87	
24473	001-4350-6390.000	295.80	0.00	295.80	
				Check Amount	6,269.33
36640	12/03/2013	8021	AT & T MOBILITY	664.76	664.76
		Printed	CELLULAR SERVICES 10/07-11/06	0.00	
				Check Amount	664.76
Ref#	GL Number	Gross	Discount	Amount	
24430	001-4151-6390.000	102.13	0.00	102.13	
24430	001-4301-6390.000	102.13	0.00	102.13	
24430	001-4011-6390.000	37.50	0.00	37.50	
24430	001-4018-6390.000	148.47	0.00	148.47	
24430	001-4210-6390.000	151.63	0.00	151.63	
24430	510-4230-6390.000	122.90	0.00	122.90	
				Check Amount	664.76
36641	12/03/2013	0552	BELL PLUMBING & HEATING	525.00	525.00
		Printed	INSTALLED PRESSURE ASSIST	0.00	
				Check Amount	525.00
Ref#	GL Number	Gross	Discount	Amount	
24461	001-4025-6765.000	525.00	0.00	525.00	
36642	12/03/2013	9740	CCMS, INC.	1,537.50	1,537.50
		Printed	MEETING MINUTES TRANSCRIPTION	0.00	
				Check Amount	1,537.50
Ref#	GL Number	Gross	Discount	Amount	
24438	001-4008-6720.000	1,537.50	0.00	1,537.50	
36643	12/03/2013	4546	CENTRAL BASIN MUNICIPAL WATER	536.92	536.92
		Printed	RECYCLE WATER SERVICES	0.00	
				Check Amount	536.92
Ref#	GL Number	Gross	Discount	Amount	
24460	001-4410-6395.000	536.92	0.00	536.92	
36644	12/03/2013	0136	CITY OF SOUTH GATE	75.00	75.00
		Printed	SIGNAL MAINTENANCE NOVEMBER	0.00	
				Check Amount	75.00
Ref#	GL Number	Gross	Discount	Amount	
24444	201-4420-6771.000	75.00	0.00	75.00	
				Check Amount	75.00

Check Register Report

Date: 01/08/2014

Time: 10:07 am

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount																				
Void/Stop Date	Status	Check Description	Discount																						
36645	12/03/2013	6096	CLEAN SOURCE INC	0.00	1,873.98																				
	12/03/2013	Void	COPIER PAPER CITY HALL	0.00																					
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>Check Amount</td> <td>1,873.98</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount				Check Amount	1,873.98										
Ref#	GL Number	Gross	Discount	Amount																					
			Check Amount	1,873.98																					
36646	12/03/2013	0186	COUNTY OF LOS ANGELES	5,831.26	5,831.26																				
		Printed	ANIMAL CARE & CONTROL OCTOBER	0.00																					
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24442</td> <td>001-4510-6703.000</td> <td>5,831.26</td> <td>0.00</td> <td>5,831.26</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Check Amount</td> <td>5,831.26</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24442	001-4510-6703.000	5,831.26	0.00	5,831.26				Check Amount	5,831.26					
Ref#	GL Number	Gross	Discount	Amount																					
24442	001-4510-6703.000	5,831.26	0.00	5,831.26																					
			Check Amount	5,831.26																					
36647	12/03/2013	9719	CSG CONSULTANTS, INC.	351.34	351.34																				
		Printed	BUILDING PLAN REVIEW SERV	0.00																					
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Ref#	GL Number	Gross	Discount	Amount																					
24465	001-4215-6745.000	351.34	0.00	351.34																					
			Check Amount	351.34																					
36648	12/03/2013	2167	DAILY BREEZE PRESS TELEGRAM	2,339.56	2,339.56																				
		Printed	ADVERTISING PUBLIC HEARING	0.00																					
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Ref#	GL Number	Gross	Discount	Amount																					
24466	001-4008-6310.000	2,339.56	0.00	2,339.56																					
			Check Amount	2,339.56																					
36649	12/03/2013	10005	DAPEER, ROSENBLIT & LITVAK,	966.22	966.22																				
		Printed	MUNICIPAL CODE ENFORCEMENT	0.00																					
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24452</td> <td>510-4230-6755.000</td> <td>72.06</td> <td>0.00</td> <td>72.06</td> </tr> <tr> <td>24453</td> <td>510-4230-6755.000</td> <td>894.16</td> <td>0.00</td> <td>894.16</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Check Amount</td> <td>966.22</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24452	510-4230-6755.000	72.06	0.00	72.06	24453	510-4230-6755.000	894.16	0.00	894.16				Check Amount	966.22
Ref#	GL Number	Gross	Discount	Amount																					
24452	510-4230-6755.000	72.06	0.00	72.06																					
24453	510-4230-6755.000	894.16	0.00	894.16																					
			Check Amount	966.22																					
36650	12/03/2013	2304	DAVE'S TROPHIES	137.97	137.97																				
		Printed	RECOGNITION PLAQUES	0.00																					
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24431</td> <td>001-4001-6312.000</td> <td>137.97</td> <td>0.00</td> <td>137.97</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Check Amount</td> <td>137.97</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24431	001-4001-6312.000	137.97	0.00	137.97				Check Amount	137.97					
Ref#	GL Number	Gross	Discount	Amount																					
24431	001-4001-6312.000	137.97	0.00	137.97																					
			Check Amount	137.97																					
36651	12/03/2013	5741	DEPARTMENT OF JUSTICE	128.00	128.00																				
		Printed	FINGER PRINT JESSICA BALANDRAN	0.00																					
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24454</td> <td>001-4015-6320.000</td> <td>49.00</td> <td>0.00</td> <td>49.00</td> </tr> <tr> <td>24469</td> <td>001-4015-6320.000</td> <td>79.00</td> <td>0.00</td> <td>79.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Check Amount</td> <td>128.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24454	001-4015-6320.000	49.00	0.00	49.00	24469	001-4015-6320.000	79.00	0.00	79.00				Check Amount	128.00
Ref#	GL Number	Gross	Discount	Amount																					
24454	001-4015-6320.000	49.00	0.00	49.00																					
24469	001-4015-6320.000	79.00	0.00	79.00																					
			Check Amount	128.00																					
36652	12/03/2013	10072	DEPARTMENT OF TOXIC SUBSTANCES	150.00	150.00																				
		Printed	HAZARDOUS WASTE ANNUAL FEES	0.00																					
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24474</td> <td>001-4410-6110.000</td> <td>150.00</td> <td>0.00</td> <td>150.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Check Amount</td> <td>150.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24474	001-4410-6110.000	150.00	0.00	150.00				Check Amount	150.00					
Ref#	GL Number	Gross	Discount	Amount																					
24474	001-4410-6110.000	150.00	0.00	150.00																					
			Check Amount	150.00																					
36653	12/03/2013	10073	DOBRENEN STEVEN	590.00	590.00																				
		Printed	GOVERNMENT TAX SEMINAR	0.00																					

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City of Cudahy

BANK: WELLS FARGO BANK

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Check Number	Check Date	Vendor#	Vendor Name	Gross	Discount	Amount																									
	Void/Stop Date	Status	Check Description																												
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24475</td> <td>001-4015-6392.000</td> <td>295.00</td> <td>0.00</td> <td>295.00</td> </tr> <tr> <td>24475</td> <td>001-4151-6392.000</td> <td>295.00</td> <td>0.00</td> <td>295.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24475	001-4015-6392.000	295.00	0.00	295.00	24475	001-4151-6392.000	295.00	0.00	295.00										
Ref#	GL Number	Gross	Discount	Amount																											
24475	001-4015-6392.000	295.00	0.00	295.00																											
24475	001-4151-6392.000	295.00	0.00	295.00																											
			Check Amount	590.00																											
36654	12/03/2013	10018 Printed	ESTRADA HILDA TRANSLATION SERV COUNCIL MTGS	4,000.00	0.00	4,000.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24436</td> <td>001-4001-6720.000</td> <td>4,000.00</td> <td>0.00</td> <td>4,000.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24436	001-4001-6720.000	4,000.00	0.00	4,000.00															
Ref#	GL Number	Gross	Discount	Amount																											
24436	001-4001-6720.000	4,000.00	0.00	4,000.00																											
			Check Amount	4,000.00																											
36655	12/03/2013	4699 Printed	FIREMASTER DEPT 1019 KITCHEN HOOD SEMI ANNUAL	325.00	0.00	325.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24464</td> <td>001-4025-6765.000</td> <td>325.00</td> <td>0.00</td> <td>325.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24464	001-4025-6765.000	325.00	0.00	325.00															
Ref#	GL Number	Gross	Discount	Amount																											
24464	001-4025-6765.000	325.00	0.00	325.00																											
			Check Amount	325.00																											
36656	12/03/2013	10053 Printed	HAULAWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER RENTAL	82.15	0.00	82.15																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24440</td> <td>001-4020-6323.000</td> <td>82.15</td> <td>0.00</td> <td>82.15</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24440	001-4020-6323.000	82.15	0.00	82.15															
Ref#	GL Number	Gross	Discount	Amount																											
24440	001-4020-6323.000	82.15	0.00	82.15																											
			Check Amount	82.15																											
36657	12/03/2013	2139-2 Printed	HDL COREN & CONE PROPERTY TAX	875.00	0.00	875.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24446</td> <td>001-4155-6720.000</td> <td>875.00</td> <td>0.00</td> <td>875.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24446	001-4155-6720.000	875.00	0.00	875.00															
Ref#	GL Number	Gross	Discount	Amount																											
24446	001-4155-6720.000	875.00	0.00	875.00																											
			Check Amount	875.00																											
36658	12/03/2013	0042 Printed	HUNTINGTON PARK RUBBER STAMP NAME PLATES AND FRAME	48.83	0.00	48.83																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24471</td> <td>001-4001-6085.000</td> <td>48.83</td> <td>0.00</td> <td>48.83</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24471	001-4001-6085.000	48.83	0.00	48.83															
Ref#	GL Number	Gross	Discount	Amount																											
24471	001-4001-6085.000	48.83	0.00	48.83																											
			Check Amount	48.83																											
36659	12/03/2013	2378 Printed	ITL, INC. FUEL	640.47	0.00	640.47																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24458</td> <td>001-4410-6040.000</td> <td>166.59</td> <td>0.00</td> <td>166.59</td> </tr> <tr> <td>24458</td> <td>001-4530-6040.000</td> <td>217.17</td> <td>0.00</td> <td>217.17</td> </tr> <tr> <td>24458</td> <td>001-4020-6080.000</td> <td>54.48</td> <td>0.00</td> <td>54.48</td> </tr> <tr> <td>24458</td> <td>201-4425-6040.000</td> <td>202.23</td> <td>0.00</td> <td>202.23</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24458	001-4410-6040.000	166.59	0.00	166.59	24458	001-4530-6040.000	217.17	0.00	217.17	24458	001-4020-6080.000	54.48	0.00	54.48	24458	201-4425-6040.000	202.23	0.00	202.23
Ref#	GL Number	Gross	Discount	Amount																											
24458	001-4410-6040.000	166.59	0.00	166.59																											
24458	001-4530-6040.000	217.17	0.00	217.17																											
24458	001-4020-6080.000	54.48	0.00	54.48																											
24458	201-4425-6040.000	202.23	0.00	202.23																											
			Check Amount	640.47																											
36660	12/03/2013	5710 Printed	JADE FAMILY SERVICES JADE PARENTING JULY, AUG, SEPT	6,257.71	0.00	6,257.71																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24434</td> <td>510-4643-6720.000</td> <td>6,257.71</td> <td>0.00</td> <td>6,257.71</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	24434	510-4643-6720.000	6,257.71	0.00	6,257.71															
Ref#	GL Number	Gross	Discount	Amount																											
24434	510-4643-6720.000	6,257.71	0.00	6,257.71																											
			Check Amount	6,257.71																											
36661	12/03/2013	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERVICE, SUPPLIES	150.52	0.00	150.52																									

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																																	
36669	12/03/2013	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES	115.75 0.00	115.75																																																																	
				Check Amount	115.75																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>24432</td> <td>001-4020-6080.000</td> <td style="text-align: right;">111.27</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">111.27</td> </tr> <tr> <td>24432</td> <td>001-4350-6080.000</td> <td style="text-align: right;">4.48</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">4.48</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24432	001-4020-6080.000	111.27	0.00	111.27	24432	001-4350-6080.000	4.48	0.00	4.48																																																		
Ref#	GL Number	Gross	Discount	Amount																																																																		
24432	001-4020-6080.000	111.27	0.00	111.27																																																																		
24432	001-4350-6080.000	4.48	0.00	4.48																																																																		
36670	12/03/2013	9717 Printed	PCAM, LLC SHUTTLE SERVICE OCTOBER 2013	14,366.19 0.00	14,366.19																																																																	
				Check Amount	14,366.19																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>24448</td> <td>251-4740-6780.000</td> <td style="text-align: right;">14,366.19</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">14,366.19</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24448	251-4740-6780.000	14,366.19	0.00	14,366.19																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
24448	251-4740-6780.000	14,366.19	0.00	14,366.19																																																																		
36671	12/03/2013	0095 Printed	PETTY CASH PETTY CASH REIMBURSEMENT	328.22 0.00	328.22																																																																	
				Check Amount	328.22																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr><td>24472</td><td>001-4310-6585.000</td><td style="text-align: right;">31.41</td><td style="text-align: right;">0.00</td><td style="text-align: right;">31.41</td></tr> <tr><td>24472</td><td>001-4530-6250.000</td><td style="text-align: right;">17.43</td><td style="text-align: right;">0.00</td><td style="text-align: right;">17.43</td></tr> <tr><td>24472</td><td>001-4310-6585.000</td><td style="text-align: right;">30.00</td><td style="text-align: right;">0.00</td><td style="text-align: right;">30.00</td></tr> <tr><td>24472</td><td>001-4310-6585.000</td><td style="text-align: right;">92.85</td><td style="text-align: right;">0.00</td><td style="text-align: right;">92.85</td></tr> <tr><td>24472</td><td>001-4410-6394.000</td><td style="text-align: right;">23.96</td><td style="text-align: right;">0.00</td><td style="text-align: right;">23.96</td></tr> <tr><td>24472</td><td>001-4025-6010.000</td><td style="text-align: right;">8.49</td><td style="text-align: right;">0.00</td><td style="text-align: right;">8.49</td></tr> <tr><td>24472</td><td>001-4530-6040.000</td><td style="text-align: right;">20.00</td><td style="text-align: right;">0.00</td><td style="text-align: right;">20.00</td></tr> <tr><td>24472</td><td>001-4410-6392.000</td><td style="text-align: right;">10.00</td><td style="text-align: right;">0.00</td><td style="text-align: right;">10.00</td></tr> <tr><td>24472</td><td>001-4215-6764.000</td><td style="text-align: right;">35.75</td><td style="text-align: right;">0.00</td><td style="text-align: right;">35.75</td></tr> <tr><td>24472</td><td>001-4310-6585.000</td><td style="text-align: right;">41.11</td><td style="text-align: right;">0.00</td><td style="text-align: right;">41.11</td></tr> <tr><td>24472</td><td>001-4410-6080.000</td><td style="text-align: right;">1.65</td><td style="text-align: right;">0.00</td><td style="text-align: right;">1.65</td></tr> <tr><td>24472</td><td>001-4020-6060.000</td><td style="text-align: right;">15.57</td><td style="text-align: right;">0.00</td><td style="text-align: right;">15.57</td></tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24472	001-4310-6585.000	31.41	0.00	31.41	24472	001-4530-6250.000	17.43	0.00	17.43	24472	001-4310-6585.000	30.00	0.00	30.00	24472	001-4310-6585.000	92.85	0.00	92.85	24472	001-4410-6394.000	23.96	0.00	23.96	24472	001-4025-6010.000	8.49	0.00	8.49	24472	001-4530-6040.000	20.00	0.00	20.00	24472	001-4410-6392.000	10.00	0.00	10.00	24472	001-4215-6764.000	35.75	0.00	35.75	24472	001-4310-6585.000	41.11	0.00	41.11	24472	001-4410-6080.000	1.65	0.00	1.65	24472	001-4020-6060.000	15.57	0.00	15.57
Ref#	GL Number	Gross	Discount	Amount																																																																		
24472	001-4310-6585.000	31.41	0.00	31.41																																																																		
24472	001-4530-6250.000	17.43	0.00	17.43																																																																		
24472	001-4310-6585.000	30.00	0.00	30.00																																																																		
24472	001-4310-6585.000	92.85	0.00	92.85																																																																		
24472	001-4410-6394.000	23.96	0.00	23.96																																																																		
24472	001-4025-6010.000	8.49	0.00	8.49																																																																		
24472	001-4530-6040.000	20.00	0.00	20.00																																																																		
24472	001-4410-6392.000	10.00	0.00	10.00																																																																		
24472	001-4215-6764.000	35.75	0.00	35.75																																																																		
24472	001-4310-6585.000	41.11	0.00	41.11																																																																		
24472	001-4410-6080.000	1.65	0.00	1.65																																																																		
24472	001-4020-6060.000	15.57	0.00	15.57																																																																		
36672	12/03/2013	9990 Printed	PLAN REVIEW CONSULTANTS, INC PLAN CHECK FEES	868.94 0.00	868.94																																																																	
				Check Amount	868.94																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>24447</td> <td>001-4215-6745.000</td> <td style="text-align: right;">868.94</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">868.94</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24447	001-4215-6745.000	868.94	0.00	868.94																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
24447	001-4215-6745.000	868.94	0.00	868.94																																																																		
36673	12/03/2013	9737 Printed	REGIONAL TAP SERVICE CENTER BUS PASS OCTOBER 2013	5.00 0.00	5.00																																																																	
				Check Amount	5.00																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>24463</td> <td>251-4760-6550.000</td> <td style="text-align: right;">5.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">5.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24463	251-4760-6550.000	5.00	0.00	5.00																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
24463	251-4760-6550.000	5.00	0.00	5.00																																																																		
36674	12/03/2013	9724 Printed	SANTOS ALBERT T-MOBILE CELL 10/14-11/13	72.52 0.00	72.52																																																																	
				Check Amount	72.52																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>24433</td> <td>001-4011-6390.000</td> <td style="text-align: right;">72.52</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">72.52</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24433	001-4011-6390.000	72.52	0.00	72.52																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
24433	001-4011-6390.000	72.52	0.00	72.52																																																																		
36675	12/03/2013	9730 Printed	SERRANO'S AUTO SUPPLY SERVICE SMOG CHECK 2007 FORD	210.00 0.00	210.00																																																																	
				Check Amount	210.00																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>24467</td> <td>510-4230-6394.000</td> <td style="text-align: right;">210.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">210.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24467	510-4230-6394.000	210.00	0.00	210.00																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																		
24467	510-4230-6394.000	210.00	0.00	210.00																																																																		

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Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount
	Void/Stop Date	Status	Check Description	Discount	
36684	12/09/2013	9603	ALLY	482.90	482.90
		Printed	LEASE DEC 2013;2010 GMC TRUCK	0.00	

Ref#	GL Number	Gross	Discount	Amount
24482	257-4780-6393.000	482.90	0.00	482.90

Check Amount 482.90

36685	12/09/2013	7995	AMERICAN CITY PEST CONTROL	484.00	484.00
		Printed	PEST CONTROL NOVEMBER 2013	0.00	

Ref#	GL Number	Gross	Discount	Amount
24492	001-4025-6758.000	101.00	0.00	101.00
24493	001-4025-6758.000	101.00	0.00	101.00
24494	001-4025-6758.000	117.00	0.00	117.00
24495	001-4025-6758.000	101.00	0.00	101.00
24496	001-4025-6758.000	64.00	0.00	64.00

Check Amount 484.00

36686	12/09/2013	9966	AT & T LONG DISTANCE SERVICE	41.32	41.32
		Printed	LONG DISTANCE NOV 21 - DEC 16	0.00	

Ref#	GL Number	Gross	Discount	Amount
24501	001-4350-6390.000	41.32	0.00	41.32

Check Amount 41.32

36687	12/09/2013	1206	COUNTY OF LOS ANGELES	1,231.79	1,231.79
		Printed	INSPECTION-IND WASTER SEWERS	0.00	

Ref#	GL Number	Gross	Discount	Amount
24491	001-4212-6752.000	1,231.79	0.00	1,231.79

Check Amount 1,231.79

36688	12/09/2013	0126-1	GOLDEN STATE WATER COMPANY	2,589.18	2,589.18
		Printed	WATER SERVICE 5268 FOSTORIA ST	0.00	

Ref#	GL Number	Gross	Discount	Amount
24483	001-4410-6395.000	2,470.30	0.00	2,470.30
24484	201-4425-6395.000	118.88	0.00	118.88

Check Amount 2,589.18

36689	12/09/2013	2378	ITL, INC.	1,302.50	1,302.50
		Printed	FUEL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24481	710-6010-6145.000	54.65	0.00	54.65
24481	001-4530-6040.000	202.95	0.00	202.95
24481	001-4502-6040.000	56.26	0.00	56.26
24481	001-4410-6040.000	335.20	0.00	335.20
24481	201-4425-6040.000	206.37	0.00	206.37
24500	201-4425-6040.000	51.26	0.00	51.26
24500	001-4410-6040.000	110.21	0.00	110.21
24500	201-4425-6040.000	79.47	0.00	79.47
24500	001-4530-6040.000	206.13	0.00	206.13

Check Amount 1,302.50

36690	12/09/2013	9668	KONICA MINOLTA BUSINESS	236.38	236.38
		Printed	COPIER LEASE BIZHUB 552	0.00	

Ref#	GL Number	Gross	Discount	Amount
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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	24503	001-4020-6323.000		236.38 0.00	236.38
				Check Amount	236.38
36691	12/09/2013	5004-1 Printed	LEGISLATIVE ADVOCACY GROUP INC LEGISLATIVE SERVICES OCTOBER	2,000.00 0.00	2,000.00
	Ref#	GL Number		Gross Discount	Amount
	24498	001-4001-6720.000		2,000.00 0.00	2,000.00
				Check Amount	2,000.00
36692	12/09/2013	7014 Printed	NATIONWIDE ENVIRONMENTAL STREET & PARKS SWEEPING NOV	9,045.49 0.00	9,045.49
	Ref#	GL Number		Gross Discount	Amount
	24488	201-4425-6778.000		9,045.49 0.00	9,045.49
				Check Amount	9,045.49
36693	12/09/2013	8219 Printed	NORTHGATE SUPER MARKET FOOD DISTRIBUTION NOVEMBER	10,803.67 0.00	10,803.67
	Ref#	GL Number		Gross Discount	Amount
	24497	510-4642-6145.000		10,803.67 0.00	10,803.67
				Check Amount	10,803.67
36694	12/09/2013	0058-2 Printed	PURCHASE POWER POSTAGE 22714440207	230.77 0.00	230.77
	Ref#	GL Number		Gross Discount	Amount
	24480	001-4020-6385.000		230.77 0.00	230.77
				Check Amount	230.77
36695	12/09/2013	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILL OCT/NOV	7,262.14 0.00	7,262.14
	Ref#	GL Number		Gross Discount	Amount
	24478	350-4430-6318.000		96.04 0.00	96.04
	24478	001-4410-6318.000		2,101.73 0.00	2,101.73
	24478	001-4020-6318.000		3,607.85 0.00	3,607.85
	24478	201-4420-6318.000		1,040.13 0.00	1,040.13
	24502	001-4410-6318.000		371.75 0.00	371.75
	24502	201-4420-6318.000		44.64 0.00	44.64
				Check Amount	7,262.14
36696	12/09/2013	9517 Printed	TECH AUTO CLINIC VEHICLE MAINT 07 KAWASAKI MULE	1,209.83 0.00	1,209.83
	Ref#	GL Number		Gross Discount	Amount
	24485	201-4425-6394.000		738.70 0.00	738.70
	24486	201-4425-6394.000		138.93 0.00	138.93
	24487	001-4410-6394.000		332.20 0.00	332.20
				Check Amount	1,209.83
36697	12/17/2013	10074 Printed	ARTIC GLACIER ICE SNOW CHILDREN'S HOLIDAY EVENT	1,353.00 0.00	1,353.00
	Ref#	GL Number		Gross Discount	Amount
	24538	001-4310-6585.000		1,353.00 0.00	1,353.00
				Check Amount	1,353.00

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Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount
	Void/Stop Date	Status	Check Description	Discount	
36698	12/17/2013	0057-2	AT & T PHONE SERVICE	2,343.77	2,343.77
		Printed	LAND LINE CHARGES NOVEMBER	0.00	

Ref#	GL Number	Gross	Discount	Amount
24536	001-4025-6390.000	38.43	0.00	38.43
24536	201-4425-6390.000	47.00	0.00	47.00
24536	001-4501-6390.000	282.47	0.00	282.47
24536	001-4020-6390.000	180.14	0.00	180.14
24536	001-4350-6390.000	301.41	0.00	301.41
24536	001-4025-6390.000	1,397.37	0.00	1,397.37
24536	001-4011-6390.000	96.95	0.00	96.95

Check Amount 2,343.77

36699	12/17/2013	9966	AT & T LONG DISTANCE SERVICE	164.28	164.28
		Printed	LONG DISTANCE CHARGES C.H.	0.00	

Ref#	GL Number	Gross	Discount	Amount
24533	001-4020-6390.000	164.28	0.00	164.28

Check Amount 164.28

36700	12/17/2013	7019	BUSINESS CARD	10,032.64	10,032.64
		Printed	CITY PURCHASES NOVEMBER 2013	0.00	

Ref#	GL Number	Gross	Discount	Amount
24515	001-4025-6765.000	591.66	0.00	591.66
24532	001-4020-6080.000	114.43	0.00	114.43
24532	001-4020-6390.000	9,326.55	0.00	9,326.55

Check Amount 10,032.64

36701	12/17/2013	0136	CITY OF SOUTH GATE	75.00	75.00
		Printed	SIGNAL MAINT DECEMBER 2013	0.00	

Ref#	GL Number	Gross	Discount	Amount
24518	201-4420-6771.000	75.00	0.00	75.00

Check Amount 75.00

36702	12/17/2013	5189	COMMUNITY DEVELOPMENT COMM	500.00	500.00
		Printed	PROGRAM INCOME NOVEMBER 2013	0.00	

Ref#	GL Number	Gross	Discount	Amount
24507	001-0000-4909.000	500.00	0.00	500.00

Check Amount 500.00

36703	12/17/2013	9998	DOWNEY SIGN & LIGHTING	4,941.32	4,941.32
		Printed	SERV PARK & STREET LIGHTING	0.00	

Ref#	GL Number	Gross	Discount	Amount
24520	001-4410-6140.000	509.82	0.00	509.82
24521	001-4410-6765.000	1,897.61	0.00	1,897.61
24522	001-4410-6765.000	2,156.74	0.00	2,156.74
24523	350-4430-6775.000	377.15	0.00	377.15

Check Amount 4,941.32

36704	12/17/2013	6086	EWING	86.59	86.59
		Printed	IRRIGATION VALVE AT BIKE PATH	0.00	

Ref#	GL Number	Gross	Discount	Amount
24524	001-4410-6765.000	86.59	0.00	86.59

Check Amount 86.59

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Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount																				
	Void/Stop Date	Status	Check Description	Discount																					
36705	12/17/2013	9983	FIESTA TAXI COOPERATIVE, INC.	7,073.55	7,073.55																				
		Printed	DIAL A RIDE SENIORS NOVEMBER	0.00																					
				Check Amount	7,073.55																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24528</td> <td>252-4750-6780.000</td> <td>3,914.61</td> <td>0.00</td> <td>3,914.61</td> </tr> <tr> <td>24529</td> <td>252-4750-6780.000</td> <td>3,158.94</td> <td>0.00</td> <td>3,158.94</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24528	252-4750-6780.000	3,914.61	0.00	3,914.61	24529	252-4750-6780.000	3,158.94	0.00	3,158.94					
Ref#	GL Number	Gross	Discount	Amount																					
24528	252-4750-6780.000	3,914.61	0.00	3,914.61																					
24529	252-4750-6780.000	3,158.94	0.00	3,158.94																					
36706	12/17/2013	6087	FIRST AMERICAN DATA TREE	99.00	99.00																				
		Printed	PROPERTY SERV NOVEMBER 2013	0.00																					
				Check Amount	99.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24525</td> <td>001-4215-6386.000</td> <td>49.50</td> <td>0.00</td> <td>49.50</td> </tr> <tr> <td>24525</td> <td>510-4230-6386.000</td> <td>49.50</td> <td>0.00</td> <td>49.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24525	001-4215-6386.000	49.50	0.00	49.50	24525	510-4230-6386.000	49.50	0.00	49.50					
Ref#	GL Number	Gross	Discount	Amount																					
24525	001-4215-6386.000	49.50	0.00	49.50																					
24525	510-4230-6386.000	49.50	0.00	49.50																					
36707	12/17/2013	8071	FOOD 4 LESS	5,388.00	5,388.00																				
		Printed	FOOD DISTRIBUTION DECEMBER	0.00																					
				Check Amount	5,388.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24537</td> <td>510-4642-6145.000</td> <td>5,388.00</td> <td>0.00</td> <td>5,388.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24537	510-4642-6145.000	5,388.00	0.00	5,388.00										
Ref#	GL Number	Gross	Discount	Amount																					
24537	510-4642-6145.000	5,388.00	0.00	5,388.00																					
36708	12/17/2013	5716	FOREST WOOD FIBER PRODUCTS	2,904.00	2,904.00																				
		Printed	PLAYGROUND WOODCHIP CUDAHYPARK	0.00																					
				Check Amount	2,904.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24531</td> <td>001-4410-6140.000</td> <td>2,904.00</td> <td>0.00</td> <td>2,904.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24531	001-4410-6140.000	2,904.00	0.00	2,904.00										
Ref#	GL Number	Gross	Discount	Amount																					
24531	001-4410-6140.000	2,904.00	0.00	2,904.00																					
36709	12/17/2013	0126-1	GOLDEN STATE WATER COMPANY	2,794.33	2,794.33																				
		Printed	WATER SERV 9/24-10/22 2013	0.00																					
				Check Amount	2,794.33																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24504</td> <td>001-4410-6395.000</td> <td>2,794.33</td> <td>0.00</td> <td>2,794.33</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24504	001-4410-6395.000	2,794.33	0.00	2,794.33										
Ref#	GL Number	Gross	Discount	Amount																					
24504	001-4410-6395.000	2,794.33	0.00	2,794.33																					
36710	12/17/2013	10053	HAULWAY STORAGE CONTAINERS	79.50	79.50																				
		Printed	21' STORAGE CONTAINER NOVEMBER	0.00																					
				Check Amount	79.50																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24514</td> <td>001-4020-6323.000</td> <td>79.50</td> <td>0.00</td> <td>79.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24514	001-4020-6323.000	79.50	0.00	79.50										
Ref#	GL Number	Gross	Discount	Amount																					
24514	001-4020-6323.000	79.50	0.00	79.50																					
36711	12/17/2013	9723	IT SYSTEMHOUSE, INC.	3,200.00	3,200.00																				
		Printed	IT CONSTRUCTUAL FEES SEPTEMBER	0.00																					
				Check Amount	3,200.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24534</td> <td>001-4020-6910.000</td> <td>3,200.00</td> <td>0.00</td> <td>3,200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24534	001-4020-6910.000	3,200.00	0.00	3,200.00										
Ref#	GL Number	Gross	Discount	Amount																					
24534	001-4020-6910.000	3,200.00	0.00	3,200.00																					
36712	12/17/2013	2378	ITL, INC.	391.52	391.52																				
		Printed	FUEL	0.00																					
				Check Amount	391.52																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24519</td> <td>001-4410-6040.000</td> <td>105.33</td> <td>0.00</td> <td>105.33</td> </tr> <tr> <td>24519</td> <td>201-4425-6040.000</td> <td>126.17</td> <td>0.00</td> <td>126.17</td> </tr> <tr> <td>24519</td> <td>001-4530-6040.000</td> <td>160.02</td> <td>0.00</td> <td>160.02</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24519	001-4410-6040.000	105.33	0.00	105.33	24519	201-4425-6040.000	126.17	0.00	126.17	24519	001-4530-6040.000	160.02	0.00	160.02
Ref#	GL Number	Gross	Discount	Amount																					
24519	001-4410-6040.000	105.33	0.00	105.33																					
24519	201-4425-6040.000	126.17	0.00	126.17																					
24519	001-4530-6040.000	160.02	0.00	160.02																					
				Check Amount	391.52																				

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Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount																				
	Void/Stop Date	Status	Check Description	Discount																					
36713	12/17/2013	4553	J. V. PRINTING	31.61	31.61																				
		Printed	BUSINESS CARDS - J. GUERRERO	0.00																					
				Check Amount	31.61																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24511</td> <td>001-4020-6080.000</td> <td>31.61</td> <td>0.00</td> <td>31.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24511	001-4020-6080.000	31.61	0.00	31.61										
Ref#	GL Number	Gross	Discount	Amount																					
24511	001-4020-6080.000	31.61	0.00	31.61																					
36714	12/17/2013	8057	KONICA MINOLTA BUSINESS	209.58	209.58																				
		Printed	MAINTENANCE 11/26 - 12/25 2013	0.00																					
				Check Amount	209.58																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24512</td> <td>001-4020-6370.000</td> <td>209.58</td> <td>0.00</td> <td>209.58</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24512	001-4020-6370.000	209.58	0.00	209.58										
Ref#	GL Number	Gross	Discount	Amount																					
24512	001-4020-6370.000	209.58	0.00	209.58																					
36715	12/17/2013	0197	LA COUNTY SHERIFF'S DEPARTMENT	292,383.94	292,383.94																				
		Printed	LAW ENFORCEMENT OCTOBER 2013	0.00																					
				Check Amount	292,383.94																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24508</td> <td>040-4501-6763.000</td> <td>793.67</td> <td>0.00</td> <td>793.67</td> </tr> <tr> <td>24509</td> <td>001-0000-4910.000</td> <td>1,027.11</td> <td>0.00</td> <td>1,027.11</td> </tr> <tr> <td>24510</td> <td>001-4501-6763.000</td> <td>290,563.16</td> <td>0.00</td> <td>290,563.16</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24508	040-4501-6763.000	793.67	0.00	793.67	24509	001-0000-4910.000	1,027.11	0.00	1,027.11	24510	001-4501-6763.000	290,563.16	0.00	290,563.16
Ref#	GL Number	Gross	Discount	Amount																					
24508	040-4501-6763.000	793.67	0.00	793.67																					
24509	001-0000-4910.000	1,027.11	0.00	1,027.11																					
24510	001-4501-6763.000	290,563.16	0.00	290,563.16																					
36716	12/17/2013	9974	MEGATOYS	4,886.40	4,886.40																				
		Printed	TOYS CHILDREN HOLIDAY EVENT	0.00																					
				Check Amount	4,886.40																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24535</td> <td>001-4310-6585.000</td> <td>4,886.40</td> <td>0.00</td> <td>4,886.40</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24535	001-4310-6585.000	4,886.40	0.00	4,886.40										
Ref#	GL Number	Gross	Discount	Amount																					
24535	001-4310-6585.000	4,886.40	0.00	4,886.40																					
36717	12/17/2013	5187	OCCUPATIONAL HEALTH SERVICES	62.00	62.00																				
		Printed	PEP HEALTH EXAM (MARYSHEVA)	0.00																					
				Check Amount	62.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24541</td> <td>001-4015-6320.000</td> <td>62.00</td> <td>0.00</td> <td>62.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24541	001-4015-6320.000	62.00	0.00	62.00										
Ref#	GL Number	Gross	Discount	Amount																					
24541	001-4015-6320.000	62.00	0.00	62.00																					
36718	12/17/2013	9737	REGIONAL TAP SERVICE CENTER	10.00	10.00																				
		Printed	COLLEGE BUS PASS NOVEMBER	0.00																					
				Check Amount	10.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24527</td> <td>251-4760-6550.000</td> <td>10.00</td> <td>0.00</td> <td>10.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24527	251-4760-6550.000	10.00	0.00	10.00										
Ref#	GL Number	Gross	Discount	Amount																					
24527	251-4760-6550.000	10.00	0.00	10.00																					
36719	12/17/2013	0172	SMART & FINAL FOOD SERVICE	3,622.51	3,622.51																				
		Printed	FOOD DISTRIBUTION; CH SUPPLIES	0.00																					
				Check Amount	3,622.51																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24517</td> <td>510-4642-6145.000</td> <td>3,574.50</td> <td>0.00</td> <td>3,574.50</td> </tr> <tr> <td>24517</td> <td>001-4310-6585.000</td> <td>13.98</td> <td>0.00</td> <td>13.98</td> </tr> <tr> <td>24517</td> <td>001-4020-6060.000</td> <td>34.03</td> <td>0.00</td> <td>34.03</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24517	510-4642-6145.000	3,574.50	0.00	3,574.50	24517	001-4310-6585.000	13.98	0.00	13.98	24517	001-4020-6060.000	34.03	0.00	34.03
Ref#	GL Number	Gross	Discount	Amount																					
24517	510-4642-6145.000	3,574.50	0.00	3,574.50																					
24517	001-4310-6585.000	13.98	0.00	13.98																					
24517	001-4020-6060.000	34.03	0.00	34.03																					
36720	12/17/2013	9752	SONNENBERG & COMPANY, CPA	3,000.00	3,000.00																				
		Printed	AUDIT FEES FISCAL YEAR 6/2013	0.00																					
				Check Amount	3,000.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24540</td> <td>001-4151-6710.000</td> <td>3,000.00</td> <td>0.00</td> <td>3,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24540	001-4151-6710.000	3,000.00	0.00	3,000.00										
Ref#	GL Number	Gross	Discount	Amount																					
24540	001-4151-6710.000	3,000.00	0.00	3,000.00																					
				Check Amount	3,000.00																				

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City of Cudahy

BANK: WELLS FARGO BANK

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
36721	12/17/2013	5489 Printed	SOURCE ONE COPIER PAPER CITY HALL OPER.	107.55 0.00	107.55																				
				Check Amount	107.55																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24530</td> <td>001-4020-6080.000</td> <td style="text-align: right;">107.55</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">107.55</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24530	001-4020-6080.000	107.55	0.00	107.55										
Ref#	GL Number	Gross	Discount	Amount																					
24530	001-4020-6080.000	107.55	0.00	107.55																					
36722	12/17/2013	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILL	6,367.27 0.00	6,367.27																				
				Check Amount	6,367.27																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24526</td> <td>201-4420-6318.000</td> <td style="text-align: right;">42.09</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">42.09</td> </tr> <tr> <td>24526</td> <td>350-4430-6318.000</td> <td style="text-align: right;">6,325.18</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">6,325.18</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24526	201-4420-6318.000	42.09	0.00	42.09	24526	350-4430-6318.000	6,325.18	0.00	6,325.18					
Ref#	GL Number	Gross	Discount	Amount																					
24526	201-4420-6318.000	42.09	0.00	42.09																					
24526	350-4430-6318.000	6,325.18	0.00	6,325.18																					
36723	12/17/2013	4775 Printed	THE JARVIS COMPANY 2ND INSTALLATION HOLIDAY DECOR	2,105.00 0.00	2,105.00																				
				Check Amount	2,105.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24516</td> <td>001-4310-6585.000</td> <td style="text-align: right;">2,105.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,105.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24516	001-4310-6585.000	2,105.00	0.00	2,105.00										
Ref#	GL Number	Gross	Discount	Amount																					
24516	001-4310-6585.000	2,105.00	0.00	2,105.00																					
36724	12/17/2013	0079 Printed	TRACT 180 WATER COMPANY WATER SERV 09/01-10/31 2013	4,559.73 0.00	4,559.73																				
				Check Amount	4,559.73																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24505</td> <td>001-4020-6395.000</td> <td style="text-align: right;">66.46</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">66.46</td> </tr> <tr> <td>24505</td> <td>201-4425-6395.000</td> <td style="text-align: right;">284.17</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">284.17</td> </tr> <tr> <td>24505</td> <td>001-4410-6395.000</td> <td style="text-align: right;">4,209.10</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">4,209.10</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24505	001-4020-6395.000	66.46	0.00	66.46	24505	201-4425-6395.000	284.17	0.00	284.17	24505	001-4410-6395.000	4,209.10	0.00	4,209.10
Ref#	GL Number	Gross	Discount	Amount																					
24505	001-4020-6395.000	66.46	0.00	66.46																					
24505	201-4425-6395.000	284.17	0.00	284.17																					
24505	001-4410-6395.000	4,209.10	0.00	4,209.10																					
36725	12/17/2013	0078 Printed	TRACT 349 MUTUAL WATER CO WATER SERV 06/15-08/15 2013	369.25 0.00	369.25																				
				Check Amount	369.25																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24506</td> <td>201-4425-6395.000</td> <td style="text-align: right;">369.25</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">369.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24506	201-4425-6395.000	369.25	0.00	369.25										
Ref#	GL Number	Gross	Discount	Amount																					
24506	201-4425-6395.000	369.25	0.00	369.25																					
36726	12/17/2013	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS NOVEMBER	21.00 0.00	21.00																				
				Check Amount	21.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24539</td> <td>201-4425-6735.000</td> <td style="text-align: right;">21.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">21.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24539	201-4425-6735.000	21.00	0.00	21.00										
Ref#	GL Number	Gross	Discount	Amount																					
24539	201-4425-6735.000	21.00	0.00	21.00																					
36727	12/17/2013	9736 Printed	VILLELA ABRAHAM UMPIRE	111.00 0.00	111.00																				
				Check Amount	111.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24513</td> <td>001-4350-6590.000</td> <td style="text-align: right;">111.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">111.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24513	001-4350-6590.000	111.00	0.00	111.00										
Ref#	GL Number	Gross	Discount	Amount																					
24513	001-4350-6590.000	111.00	0.00	111.00																					
36728	12/30/2013	0057-2 Printed	AT & T PHONE SERVICE LAND LINE CHARGE 3237713379101	666.11 0.00	666.11																				
				Check Amount	666.11																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>24546</td> <td>001-4025-6390.000</td> <td style="text-align: right;">666.11</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">666.11</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24546	001-4025-6390.000	666.11	0.00	666.11										
Ref#	GL Number	Gross	Discount	Amount																					
24546	001-4025-6390.000	666.11	0.00	666.11																					

Check Register Report

Date: 01/08/2014
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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
36729	12/30/2013	9964 Printed	DEPARTMENT OF HOUSING & MOBILE PARKS PROGRAM STATE FEE	17,050.00 0.00	17,050.00

Ref#	GL Number	Gross	Discount	Amount
24542	001-4215-6745.000	17,050.00	0.00	17,050.00

Check Amount 17,050.00

36730	12/30/2013	2378 Printed	ITL, INC. FUEL	873.92 0.00	873.92
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Ref#	GL Number	Gross	Discount	Amount
24547	001-4530-6040.000	211.66	0.00	211.66
24547	510-4230-6040.000	51.86	0.00	51.86
24547	001-4410-6040.000	343.44	0.00	343.44
24547	201-4425-6040.000	266.96	0.00	266.96

Check Amount 873.92

36731	12/30/2013	10012 Printed	MARTINEZ JANET CITY CLERK CONSULTING SERV NOV	1,200.00 0.00	1,200.00
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Ref#	GL Number	Gross	Discount	Amount
24543	001-4008-6720.000	1,200.00	0.00	1,200.00

Check Amount 1,200.00

36732	12/30/2013	0071 Printed	THE GAS COMPANY GAS CHARGES METER 10526938	37.89 0.00	37.89
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Ref#	GL Number	Gross	Discount	Amount
24544	001-4410-6380.000	37.89	0.00	37.89

Check Amount 37.89

36733	12/30/2013	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE CHARGE CITY HALL	124.42 0.00	124.42
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Ref#	GL Number	Gross	Discount	Amount
24545	001-4020-6390.000	42.75	0.00	42.75
24545	510-4635-6390.000	43.95	0.00	43.95
24545	201-4425-6390.000	37.72	0.00	37.72

Check Amount 124.42

Total Checks:	96	Bank Total(excluding void checks):	499,556.44
Total Checks:	96	Grand Total(excluding void checks):	499,556.44



AGENDA REPORT

MEETING DATE: February 18, 2014
TO: Honorable Mayor and Members of the City Council
THROUGH: Finance
FROM: Steven Dobrenen
TITLE: **LOCAL AGENCY INVESTMENT FUND for the Month of December, 2013**

RECOMMENDATION:

It is recommended that the City Council approve the LAIF Investment Fund Report for the month of December, 2013

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	December 01, 2013	\$4,900,407.85
Ending Balance as of	December 31, 2013	<u><u>\$4,900,407.85</u></u>

CITY OF CUDAHY
Cash and Investment Report December, 2013

5C

	November, 2013	Receipts	Disbursements	December, 2013
001 General Fund	2,941,379.17	235,265.70	597,685.05	2,578,959.82
040 Drug Assets Seizure Fund	50,344.66		793.67	49,550.99
201 State Gas Tax	752,387.73	129,575.26	41,740.63	840,222.36
205 ARRA-JAG	(16,143.30)			(16,143.30)
210 ISTE A	17,096.89			17,096.89
221 County ATC Gas Tax Fund	35,447.74			35,447.74
230 Traffic Congestion Fund	(18,340.36)			(18,340.36)
240 Prop 1 B - Local Street Improv.	463,813.64			463,813.64
242 Prop 42	(3,689.44)			(3,689.44)
251 Prop C	62,421.26	30,502.19	21,127.50	71,795.95
252 Prop A	506,952.16	79,693.42	9,380.87	577,264.71
253 Measure R	248,426.19	21,200.41	5,214.57	264,412.03
255 TDA	407.45			407.45
257 AQMD	17,840.67	6,998.02	1,637.14	23,201.55
260 Used Oil	6,617.07			6,617.07
261 California Beverage Container	6,706.00			6,706.00
265 Recycling Grant	14,179.51			14,179.51
270 C.O.P.S	33,185.78	19,039.75		52,225.53
275 CLEEP	57.48			57.48
282 State Park Clara Grant Phase 3	282.34			282.34
300 CAL Home	130,442.95		1,688.73	128,754.22
350 Street Lighting fund	49,106.53	29,261.28	7,472.98	70,894.83
390 Quimby Act Fund	69.30			69.30
490 CRA Capital Project Fund	(2,803.08)			(2,803.08)
510 CDBG	24,587.95	42,505.51	42,557.16	24,536.30
520 JAG 09/ARRA JAG	27,965.82			27,965.82
540 FEMA	(18,423.66)			(18,423.66)
610 Successor Agency	586,422.02			586,422.02
710 Youth Foundation	206,879.28	1,525.82	261.02	208,144.08
730 Refuse Assessment	(32,756.64)	164,523.30		131,766.66
	6,090,863.11	760,090.66	729,559.32	6,121,394.45
LAIF- CITY	4,900,407.85			4,900,407.85
Wells Fargo	1,190,455.32	760,090.66	729,559.32	1,220,986.66
TOTAL	6,090,863.17	760,090.66	729,559.32	6,121,394.51

Cash disbursements per December Demand and Payroll Reports:

AP disbursements	499,556.44
Payroll - December 12, 2013	151,486.45
Payroll - December 26, 2013	76,962.11
Add: Total Bank charges in December, 2013	809.01
Add: Misc charges paid by credit card	745.31
Total Cash Disbursements per December Cash & Investment Report	729,559.32



AGENDA REPORT

MEETING DATE: February 18, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: City Manager's Office

FROM: Jessica Balandran, Senior Administrative Analyst

TITLE: **UPDATED- PROFESSIONAL CONSULTANT SERVICES FOR INFORMATION TECHNOLOGY SERVICES**

RECOMMENDATION

It is recommended that the City Council approve a one-year (1) contract beginning on the day of execution with IT Systemhouse, Inc. to provide professional consultant services for information technology (IT) services. **Contract Attached (Exhibit A)**

SUMMARY

The current contract with IT Systemhouse, Inc. has reached the city manager's contractual authority. Therefore, the City has solicited IT professional services through a formal Request for Proposals (RFP). IT Systemhouse, Inc. has been selected by a selection committee as the best qualified consultant for the contract.

FISCAL IMPACT

IT Systemhouse, Inc. will provide professional consultant services for Information Technology Services at \$3,200.00 a month, not-to-exceed \$38,400.00 over a one-year (1) period. The Consultant shall not receive any additional compensation for additional services performed without the prior written authorization.

BACKGROUND/DISCUSSION

Due to unforeseen circumstances, the previous IT services consultant, Better Bytes, was terminated. Therefore, the City entered into a temporary contract with IT Systemhouse, Inc. under the existing City Manager's contractual authority of \$10,000.00 on or about April 2013.

On November 5, 2013 City Council approved the process for solicitation of information technology (IT) professional services through a formal RFP. The RFP was published on November 30, 2013 and closed on December 20, 2013 at 3:00 p.m.

We received two proposals: IT Systemhouse, Inc. submitted on December 20, 2013 at 9:49 a.m. and Ricoh USA, Inc. submitted on December 20, 2013 at 3:06 p.m. (past the 3:00 p.m. deadline).

Proposals were reviewed by a selection committee on December 26, 2013. Ricoh USA, Inc. was reviewed despite the late submission. The committee concluded that IT Systemhouse, Inc. was the best qualified responsive bidder.

Ricoh submitted a no bid proposal. Ricoh submitted 14 questions on Decemeber 9, 2013 at 2:35 p.m. Staff responded to Ricoh on Monday, December 16, 2013 to eight (8) of the fourteen (14) questions. Only eight (8) questions were answered due to the nature of expertise necessary to address the inquiries. Staff was unable to contact the current IT services provider to answer Ricoh's questions for risk of a conflict of interest since IT Systemhouse, Inc. was also submitting a proposal.

A formal amendment with questions and answers was sent to potential proposers and posted on the City's website on December 16, 2013. The amendment is included on attached RFP.

IT Systemhouse, Inc. will provide professional consultant services for Information Technology Services at \$3,200.00 a month. This will include unlimited, as needed, hours of on-site and remote technical services, plus 32 hours of Information Technology Director Services per month. All on-site and remote technical services will be conducted during City Hall's normal business hours. Remote monitoring services will be performed 24 hours 7 days a week. Jobs performed after hours, on weekends and holidays initiated and requested by the City are optional. They will be billed at \$76 per hour, 20% off the regular rate of \$95. Special projects will be billed at \$76 per hour or at a fixed project price agreed by the City and IT Systemhouse at the time. Examples of special projects are: 1. Pulling new computer cable 2. Implementation of new financial system 3. Relocate offices.

ATTACHMENTS

Exhibit A: Contract to be signed

EXHIBIT A

Contract -- Ready for Execution



PROFESSIONAL SERVICES AGREEMENT
(Information Technology Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____ (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and IT Systemhouse Inc., a California Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 **TERM**: This Agreement shall have a term of one (1) year, commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause under Part V of this Agreement.
- 1.2 **SCOPE OF WORK**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Part 4 (hereinafter referred to as the "Scope of Work") of the Request for Proposals, attached hereto as Exhibit A. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work.
 - A. **ADDITIONAL SERVICES**: The CITY shall from time to time assign Additional Services tasks, outside the Scope of Work and determined by CITY to be necessary for the proper maintenance of CITY's information technology, in the form of a written Work Order which shall describe the task to be completed. Work Orders and Amended Work Order shall be in a printed form prepared and approved by the City. The Work Order shall specify a time period for completion, the not-to exceed budget and such other parameters as the CITY Representative(s) deem necessary or desirable subject to the restrictions of this Agreement. Each Work Order shall specify the date it was issued and the date CONSULTANT is authorized to commence Work. Work Orders must be authorized and signed pursuant to the purchasing procedures of Chapter 3.16 of the City of Cudahy Municipal Code, which may include approval by the Cudahy City Council as appropriate.
 - B. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work and Additional Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.3 **PROSECUTION OF WORK**: The Parties agree as follows:
 - A. Time is of the essence of this Agreement and each and every provision contained herein;
 - B. CONSULTANT shall perform the Work continuously and with due diligence. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the work schedule which will be mutually determined.
- B. COMPENSATION FOR WORK: CONSULTANT's total compensation for the performance and completion of all services and tasks that make up the Work during the Term of this Agreement shall not exceed the sum of THIRTY EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$38,400) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.
- C. COMPENSATION FOR ADDITIONAL SERVICES: CONSULTANT's compensation for the performance and completion of Additional Services shall be \$76/hour or at a fixed price agreed upon by CITY and CONSULTANT. Authorization of Additional Services must be approved pursuant to CITY's purchasing policy, as prescribed in Chapter 3.16 of the City of Cudahy Municipal Code. Compensation for Additional Services shall be subject to the not-to-exceed sum agreed upon by the Parties pursuant to section 1.2(A) of this Agreement. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY.

- 1.5 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate accounting records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain the property of the City.

- 1.7 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representatives or his/her designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or his/her designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Richard Polanco, Jr., and Kevin Lee to act as its representatives for the performance of this Agreement (hereinafter, "CONSULTANT Representatives"). CONSULTANT Representatives shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representatives or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representatives shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature

that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

- 2.5 **ERRORS AND OMISSIONS:** The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. This obligation shall survive termination of the Agreement. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- 2.6 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.7 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives, at their sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a

manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

- 2.9 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.10 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of performance under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance

appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**IV.
INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default

cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state or local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement, representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT

has been determined by a court or tribunal of competent jurisdiction to have violated the Federal False Claims Act, 31 U.S.C. section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
IT Systemhouse, Inc.
Attn: Richard Polanco, Jr., President
500 N. First Ave, Suite 7, Arcadia CA 91006
Phone: 626-626-7171
Fax: 626-626-7170
Email: info@itsystemhouse.com

CITY:
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5143
Fax: (323) 771-2072

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CUDAHY:

IT SYSTEMHOUSE, INC.

By: _____
Jack Guerrero, Mayor

By: _____
Richard Polanco, Jr., President

ATTEST:

By: _____
Angela Bustamante, Deputy City Clerk

APPROVE AS TO FORM:

By: _____
Rick Olivarez, City Attorney

Proposal and amendments to proposals received after the date and time specified will not be accepted and will be returned to the Proposer unopened.

Exhibit A

4. Scope of Services and Responsibilities

This RFP is to procure the services of a qualified and experienced firm to perform work including, but not limited, to the following: provide 24 hours /7 days a week information technology support services to maintain the City's computers, network file servers, network application servers, storage servers, firewalls, internet connections, wireless networks, websites, private cloud/hosted servers, public cloud services, specialized applications and databases, remote user access, help desk system, and associated software applications.

Tasks	Frequency
Manage all network servers (5), computers (40), storage servers (2), firewalls (2), Internet connections (2), wireless networks (3), website (1), private cloud/hosted servers (2) and public cloud services (2).	24/7
Troubleshoot onsite, field office and remote staff problems as needed.	24/7
Assist new and existing employees and temp staff/consultants with onsite and remote connections to the shared network drives and files.	As needed
Perform onsite network, server, storage and desktop administration tasks as required.	As needed
Installation and configuration of servers, firewalls, desktops, laptops, phones, tablets, printers, standard network devices, software, etc.	As needed
Installation and configuration of software upgrades as required.	As needed
Perform troubleshooting and maintenance on all office computer, printers, and other equipment.	As needed
Perform daily administrative tasks such as managing network, cloud and email logins, network security, and printing.	Daily
Monitor and manage all server, storage and firewall event logs.	Daily
Monitor and manage server, storage, firewall and internet performance.	Daily
Monitor and manage network backups, restore testing and logs.	Daily
Manage network and server security to ensure protection.	Daily
Monitor and manage cloud email and internal server SMTP email connection.	Daily
Add email and cloud user accounts as needed.	As needed
Add network users to the directory servers as needed with correct security settings.	As needed
Monitor and manage T-1, Cable Business Class Internet and Fiber Internet connections and coordinate with service providers.	Daily
Manage Internet services for registering resources, website and domain names and Internet addresses.	As needed
Manage and monitor website hosting and access.	As needed

Provide anti-virus and anti-malware licenses to all City's computing devices. Licenses must be commercial grade paid subscriptions with one of the leading vendors. Monitor and manage anti-virus products for desktops, servers, email and SMTP scanner.	As needed
Perform periodic anti-virus upgrades and virus file updates.	Daily
Perform other network and desktop management functions such as telephone and voicemail interfaces to network.	As needed
Support and troubleshoot City's financial system. Contact and correspond with software development vendor for system errors.	As needed
Maintain clean work environment for the computer room (servers, patch panel, hub, etc.).	As needed
Manage and renew all software license and support, hardware warranty and support agreements.	As needed
Contact and correspond with third party vendors for equipment warranty and software support items.	As needed
Submit monthly report including all activities, service items, repairs and problem log.	Monthly
Work with consultant network administrators, software and hardware product support staff.	As needed
Prepare monthly summary which includes detailed tasks performed - audit of work done.	Monthly
Mobile – Configure users phones and tablets to access email and network VPN.	As needed
Web Development - support and coordinate with third party for web site redesigns, transfers and updates.	As needed
Information Technology Director Services – Key personnel assigned to this role acts as the City's Director of Information Technology. She/he will provide IT strategic planning, IT disaster recovery planning, as well as IT consulting services to the City.	32 hours per month

5. Type and Length of Contract

The City anticipates awarding the contract for a term of 12 months. The City will authorize work, as funds are available. The City may extend the contract by amendment.

The contract resulting from this RFP, if awarded, is a monthly fixed-price lump sum contract subject to cancellation and renewal.

6. Addenda to the RFP

Any changes to the requirements of this RFP by the City will be made by written addenda and posted online on the City website. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Proposers will be required to document they are aware of all addenda issued by the City in their proposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  TechInsurance 1301 Central Expy. South, Suite 115 Allen, TX 75013		CONTACT NAME: PHONE (A/C, No. Ext): 800-868-7020 FAX (A/C, No.): (877) 826-9067 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:															
INSURED IT Systemhouse, Inc 500 N 1st Ave Ste 7 Arcadia, CA 91006		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Hartford</td> <td>30104</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford	30104	INSURER B: Hartford Fire Insurance Company	19682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Yes	46SBMZJ3905	10/24/2013	10/24/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Yes	46SBMZJ3905	10/24/2013	10/24/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	48WECAK0290	2/13/2014	2/13/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - Ea EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Errors and Omissions)		00TED28154613	10/24/2013	10/24/2014	Occurrence / Aggregate \$1,000,000 / \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Cudahy is named as Additional Insured as their interests may appear in regards to general liability and automobile liability. Should any of the above described policies be cancelled before the expiration date, the issuing insurer will endeavor to mail 30 days written notice (10 days notice if due to non-payment) to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER City of Cudahy 5220 Santa Ana St Cudahy CA 90201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Sonnenberg & Company, CPA

A Professional Corporation

5190 Governor Drive, Suite 201, San Diego, California 92122

Phone: (858) 457-5252 • (800) 464-4HOA • Fax: (858) 457-2211 • (800) 303-4FAX

LoB



Leonard C. Sonnenberg, CPA

January 17, 2014

City of Cudahy
c/o Henry Garcia
5220 Santa Ana Street
Cudahy, CA 90201

Audit Engagement Letter

We are pleased to confirm our understanding of the services we are to provide the City of Cudahy for the year ended June 30, 2013. We will audit the financial statements of the governmental activities each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Cudahy as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Cudahy's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Cudahy's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

- 1) Management's Discussion and Analysis.
- 2) Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Cudahy's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

- 1) Other supplementary Information

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We

cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4)

violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Cudahy's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on January 21, 2014 based upon availability of records and to issue our reports no later than March 1, 2014. Leonard C. Sonnenberg, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

The audit documentation for this engagement is the property of Sonnenberg & Company CPAs and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Cognizant or Grantor Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sonnenberg & Company CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of three years after the date the auditor's report is issued or for any additional period requested by the U.S. Government. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees: Our fees for these services will be \$19,500, which is the amount stated in the signed contract; plus the addendum request as discussed and provided, is an additional \$10,000 for a total of \$29,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Billing: Our first invoice will be sent shortly before the start of fieldwork and is payable upon receipt. Additional progress bills will be rendered monthly or semi-monthly as work progresses and are payable on presentation.

Meeting Attendance: We welcome the opportunity to present our reports at a meeting of the Board or Board Committees. In a brief presentation we explain the audit process and reports, highlight significant financial items, explain suggestions we may have, and answer questions regarding the audit, accounting, budget and related areas. We have budgeted for two meetings: Entrance and Exit Conference. Additional meetings may be billed at our standard hourly rate.

Additional Services: You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This proposal must be signed and returned to us within 60 days to remain valid. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us as soon as possible.

Very truly yours,


Leonard C. Sonnenberg, Owner
Sonnenberg & Company CPAs

This letter correctly sets forth the understanding of City of Cudahy and we approve these services:

_____ Audit of Financial Statements – FYE: June 30, 2013 – Total Fees - \$29,500

Signature

Title

Date

Phone #



AGENDA REPORT

MEETING DATE: February 18, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Michael Allen, Associate Planner

TITLE: **Sustainable Communities Planning Grant and Incentives Program**

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 14-16, A Resolution of the City Council of the City of Cudahy approving the application for grant funds for the Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

SUMMARY:

The State of California Strategic Growth Council has requested proposals for the Sustainable Communities Planning Grant and Incentives Program. The principal goal of this grant program is to fund the development and implementation of plans that lead to significant reductions in greenhouse gas emissions.

University of California, Los Angeles Luskin School of Public Affairs has offered to partner with the Cudahy Planning Division in the preparation of the grant proposal and implementation of resulting research. A cursory review of programs and needs assessment concluded that the grant application should address the following but not limited to: a parking nexus study, impact fee study, and the identification to various barriers to development.

BACKGROUND / DISCUSSION:

The Sustainable Communities Planning Grant and Incentives Program is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. SB 732 provided direction to the Strategic Growth Council to manage and award financial assistance to support the planning and development of sustainable communities that achieve sustainability objectives.

Funded activities are intended to achieve the following Program Objectives:

- Improve air and water quality
- Promote public health
- Promote equity
- Increase housing affordability
- Increase infill and compact development
- Revitalize urban and community centers
- Protect natural resources and agricultural lands

- Reduce automobile usage and fuel consumption
- Improve infrastructure systems
- Promote water conservation
- Promote energy efficiency and conservation
- Strengthen the economy

The minimum grant award is \$50,000, with a maximum of \$1 million for a joint application. Through a review of the project types and a basic needs assessment, the City and members of UCLA Luskin have narrowed the proposal to *Focus Area #1: Innovative Incentives for Sustainable Development Implementation*. This focus area supports local planning activities that implement a proposed or adopted Regional Transportation Plan, Sustainable Communities Strategy, or any other local or regional plan that incentivizes sustainable, infill development, location- and resource-efficient development, or preserves or enhances natural or agricultural lands. Examples of eligible proposals are located on page 4 of the Request for Proposals (Attachment One).

Through the preliminary needs assessment, UCLA Luskin and the Planning staff have determined that the City lacks an overall framework to support development or support the public goods that increased growth would strain: transportation systems, water and sewer utilities, and parks and open space.

As a result, the scope of the application would focus on conducting outreach and research to create an impact fee program that orients development toward walking, biking, and transit, and supports sustainable water, sewer, and parks systems.

This would also include an assessment of barriers to development, travel behavior, parks behavior and nexus fee study, water and sewer nexus fee study, and a parking study.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The actions contemplated herein do not constitute a projects subject to the California Environmental Quality Act, Public Resources Code section 21000 et seq. "CEQA" and its implementing regulations, 14 California Code Regulations section 15000 et sec. (the "CEQA Guidelines"), as they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines sections 15060(c)(2)-(3), 15378.

ATTACHMENTS:

- Attachment One: Sustainable Communities Planning Grant and Incentives Program, Grant Guidelines and Application
- Attachment Two: Resolution No. 14-16

**SUSTAINABLE COMMUNITIES
PLANNING GRANT AND INCENTIVES PROGRAM**

GRANT GUIDELINES & APPLICATION

FUNDED BY

**THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD
CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006**

PROPOSITION 84, CHAPTER 9

STATE OF CALIFORNIA

STRATEGIC GROWTH COUNCIL

2013 REQUEST FOR PROPOSALS

Released: December 6, 2013

Applications due by February 28, 2014

Please direct questions to:

Sustainable Communities Planning Grant and Incentives Program

Phone: (916) 322-3439

Email: SGCSustainablecommunities@conservation.ca.gov

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I. Introduction and Program Summary

The Strategic Growth Council (Council or SGC) requests submittal of proposals for the third round of the Sustainable Communities Planning Grant and Incentives Program. These guidelines reflect Council prioritization for this current solicitation, and are subject to change should subsequent funding rounds occur.

Purpose, Goal, and Program Objectives

The principal goal of this grant program is to fund the development and implementation of plans that lead to significant reductions in greenhouse gas emissions (GHGs) in a manner consistent with the State Planning Priorities (see *Appendix N, State Planning Priorities*), AB 32: The California Global Warming Solutions Act of 2006 (see *Appendix B, Glossary*) and the current Environmental Goals and Policy Report (EGPR), if available.

This grant program is meant to foster the development of sustainable communities throughout California. It is designed to help local governments meet the challenges of adopting land use plans and integrating strategies to transform communities and create long-term prosperity. Sustainable communities shall promote equity, strengthen the economy, protect the environment, and promote healthy, safe communities.

Funded activities are intended to achieve the following Program Objectives:

- Improve air and water quality
- Promote public health
- Promote equity
- Increase housing affordability
- Increase infill and compact development
- Revitalize urban and community centers
- Protect natural resources and agricultural lands
- Reduce automobile usage and fuel consumption
- Improve infrastructure systems
- Promote water conservation
- Promote energy efficiency and conservation
- Strengthen the economy

Sources of Funds and Statutory Authority

The Sustainable Communities Planning Grant and Incentives Program is funded by **Proposition 84**, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. It added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction Section 75065(a), authorizing the Legislature to appropriate \$90 million for planning grants and planning incentives that achieve sustainability objectives. (see *Appendix J, Proposition 84*)

SB 732 (Chapter 13, Statutes of 2008) established the Council and added California Government Code Sections 75127 and 75128, which direct the Council to manage and award financial assistance to support the planning and development of sustainable communities that achieve sustainability objectives. Additionally, Gov. Code section 75126 states that these funded activities must be consistent with the State's Planning Priorities. Section 75125 states that the Council shall develop guidelines for awarding financial assistance, including criteria for eligibility and additional consideration. (see *Appendix K, Strategic Growth Council and Climate Change Reducation Statute*)

The funded activities must also meet the goals of reducing greenhouse gas emissions consistent with AB 32.

Eligible Applicants

Per California Public Resources Code section 75127 (See Appendix K), Cities, Counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), Councils of Governments (COGs), or combinations thereof are eligible to apply.

Joint Proposals

For the purposes of this solicitation, one or more eligible applicants can submit a **Joint Proposal** (See Appendix B, Glossary) For each joint application, a lead applicant and all co-applicants shall be identified, all of which must qualify as an eligible applicant. In addition, the lead applicant and all co-applicants are responsible for addressing objectives of the grant program by responding to evaluation questions as noted in Section IX, as well as in the Initial Work Program and Budget documents. An eligible applicant may also wish to **partner** with one or more eligible or non-eligible organizations.

SGC strongly encourages submittals of joint proposals by multiple eligible applicants. A successful joint proposal must include meaningful, actionable internal and external collaboration and demonstrate a commitment (e.g. match funding, Memorandum of Understanding, etc.) to the joint proposal from each participating eligible organization.

Application Funding

The minimum grant award is \$50,000. The maximum grant award is \$500,000, unless the application is a joint proposal, in which case the maximum award is \$1 million.

Eligible applicants can be included in the proposed budget of a **maximum of three proposals**, with at least one application meeting the requirements for the Environmental Justice set-aside (see Section IV). **If none of the applications qualify for the EJ set-aside, an eligible applicant can be included in up to two proposals.** Included in the three proposal maximum, eligible applicants can be the lead applicant on up to two of these proposals: 1) as the lead applicant in on a joint or standard application for the main pool of funding, and 2) as the lead applicant for the Environmental Justice set-aside.

Therefore, eligible applicants can apply for **up to three grants** under the following scenarios:

1. As the lead applicant on a joint or standard proposal
2. As a co-applicant on a joint proposal
3. As the lead applicant on a joint or standard Environmental Justice proposal
4. As a co-applicant on a joint Environmental Justice proposal

Grant Application and Administration

The Department of Conservation (DOC) administers this grant program on behalf of the SGC. For more information about the administrative process see Section XII. Grant applications are submitted via the online Financial Assistance Application Submittal Tool (FAAST), which provides specific prompts to which applicants must respond. For more information about the online application, see Appendix D, *Online Application Tool: FAAST*. Section XI provides information about the requirements for grantee meetings, invoicing, and reporting.

II. Threshold Requirements

Proposals must meet the all of the Threshold Requirements below. Proposals that do not meet the following criteria will **not** be considered eligible for funding. This shall be at the sole discretion of the State. *Section IX*, Step 1 lists the questions asked of applicants that are the basis for evaluating satisfaction of the Threshold Requirements.

1. Be consistent with the State's Planning Priorities, in summary below, and identified in Section 65041.1 of the Government Code
 - Promote infill development and equity by rehabilitating, maintaining and improving existing infrastructure
 - Protect, preserve and enhance environmental and agricultural lands and natural and recreational resources
 - Encourage location- and resource-efficient new development

These priorities are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including urban, suburban, and rural communities.

2. Reduce greenhouse gas emissions, on as permanent a basis as is feasible, consistent with:
 - AB 32: The California Global Warming Solutions Act of 2006 (Division 25.5, section 38500 et. seq. of the Health and Safety Code) and any applicable **Regional Plan** (see *Appendix B, Glossary*).
3. Connect state policies or programs, regional planning efforts, and local plans through coordination and collaboration.
 - Any proposal from a city or county must demonstrate how its work program supports the region's goals and plans, aligns with or complements an approved or adopted Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) and other existing local government plans and projects that would be affected by the proposal. A letter from the regional agency concurring with this explanation is required. (see *Appendix C, Application Checklist*)
 - Any proposal from a regional agency must demonstrate, through collaboration with governmental organizations and non-governmental organizations (NGOs) that may be affected by the plans contained in this proposal, that local implementation of the proposed activities can be expected to follow from the work program. A letter from the implementing local agency concurring that it has the capacity and intent to realize the resulting plan is required. (see *Appendix C*)
4. Consider and apply State of California best practices for climate change vulnerability assessment, resilience planning, and adaptation to the effects of climate change on the proposed project. (see *Appendix M*).
5. Include a minimum ten percent (10%) local match. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind. This requirement is waived for a proposal that qualifies for the Environmental Justice (EJ) set-aside (see *Section IV*).

III. Focus Areas

Coordinated investment in land use planning and transportation infrastructure and operations is needed to implement the goals of regional Sustainable Communities Strategy (SCS) and to support sustainable development efforts at the regional and local level. The Focus Areas listed below are intended to support Regional Transportation Plan (RTP) and SCS development and implementation processes and the development and implementation of local planning efforts to reduce greenhouse gas emissions.

The Council will fund proposals that fall within the following three Focus Areas:

- Focus Area #1: Innovative Incentives for Sustainable Development Implementation
- Focus Area #2: Sustainable Community Planning in Transit Priority Areas
- Focus Area #3: Collaborative Community Planning in Preparation for High-Speed Rail (HSR)

Although proposals may correspond to more than one Focus Area, each proposal must apply to one of the above Focus Areas. There is no specific allocation of funding among the three Focus Areas; the ratio of grant funds awarded to each Focus Area will depend on the number and quality of proposals received for each Focus Area. SGC encourages the submittal of multi-organization joint proposals, with one lead applicant organization identified.

Focus Area #1: Innovative Incentives for Sustainable Development Implementation

Eligible Lead Applicants: Cities, Counties, MPOs, RTPAs, JPAs, and COGs

Intent: This Focus Area supports local planning activities that implement a proposed or adopted Regional Transportation Plan, and when applicable, a Sustainable Communities Strategy, or any other local or regional plan, in a way that incentivizes sustainable, infill development, location- and resource-efficient development, or preserves or enhances natural or agricultural lands. Proposals should present innovative implementation activities that reduce GHG emissions, that go beyond the applicant's typical planning activities, and that are capable of replication in other jurisdictions.

Examples of eligible proposals include, but are not limited to:

- Nexus studies for fee reduction programs in infill areas, design guidelines for higher-density, mixed-use development, and modifications of parking requirements in infill and transit-rich areas
- Zoning code updates and amendments promoting infill and affordable development
- Circulation element update or other planning efforts to incorporate Healthy Communities policies and objectives (*See Appendix O, Health Communities Framework*)
- Affordable housing preservation strategies in infill and transit-oriented development areas
- Financing strategies for sustainable development and related infrastructure
- Regional greenprint development and implementation efforts
- Urban/rural partnerships to preserve and protect natural resources and agricultural land as part of an infill development strategy
- General Plan or Specific Plan updates that incorporate infill goals to meet California Environmental Quality Act (CEQA) streamlining opportunities related to [SB 226](#) (Simitian, 2011) (*see Appendix L, CEQA Streamlining*)
- Climate action plans
- Coastal zone land use plans
- Local government/Local Educational Agency collaborative planning to integrate land use and school facilities plans
- Plans for affordable housing, transit and other critical infrastructure needs to support sustainability in existing rural and agricultural communities
- Other innovative local incentive implementation strategies that will reduce GHG emissions and meet Program Objectives

Focus Area #2: Sustainable Community Planning for Transit Priority Areas

Eligible Lead Applicants: Cities, Counties, MPOs, RTPAs, JPAs, and COGs

Intent: This Focus Area supports sustainable community planning in transit priority areas. Applicants are encouraged to utilize CEQA streamlining opportunities including, but not limited to those mentioned in SB 226, [SB 375](#) (Steinberg, 2008) and [SB 743](#) (Steinberg, 2013) where applicable. (See Appendix L, CEQA Streamlining)

Examples of eligible proposals include, but are not limited to:

- Multi-modal or transit station area plans
- Corridor planning linking transit-oriented developments
- Zoning and development standards to support transit-oriented development
- Financial feasibility analyses/highest and best use studies to support a mix of uses surrounding transit
- Affordable housing strategies to support preservation and construction in transit priority areas
- Approaches for financing sustainable infrastructure, such as water, sewer, and drainage in transit priority areas
- Other sustainable community planning and implementation activity in transit priority areas

Focus Area #3: Collaborative Community Planning in Preparation for High-Speed Rail

Eligible Lead Applicants: Cities, Counties, MPOs, RTPAs, JPAs, and COGs.

Intent: This Focus Area supports collaborative activities across multiple jurisdictions to plan their communities for the opportunities provided by High-Speed Rail – including local jurisdictions which may not be identified station cities, but are affected from impacts of High-Speed Rail construction, operations, or service. This Focus Area encourages proposals within regions that are linked to the Initial Operating Section of California High-Speed Rail (defined in the 2012 Business Plan as “extending from Merced south through Bakersfield and Palmdale to the San Fernando Valley”) and the **Bookend Transit Connections** (see Appendix B, Glossary), however applications focusing on subsequent phases of High Speed Rail will be accepted.

Applicants submitting proposals to this Focus Area need to demonstrate how their projects will incorporate sustainable practices while managing accelerated development demands and enhancing economic benefits resulting from operation of High-Speed Rail service. Activities funded in this Focus Area will go beyond—but should be complementary to—the planning and environmental mitigation that will be conducted in association with the construction of the High-Speed Rail line.

Proposal examples include, but are not limited to:

- Multi-modal transportation planning, particularly for non-auto related access
- Specific Plans or zoning amendments to increase density, affordability and promote a compact mix of uses
- Regional economic and fiscal analyses
- Plans for affordable housing and anti-displacement strategies for low-income residents
- Habitat, conservation, and working lands preservation plans
- Plans to connect, by transit, non-station cities with station cities
- Other planning and implementation activities that prepare communities for a sustainable future connected with High-Speed Rail

IV. Environmental Justice (EJ) Set-Aside

Eligible Lead Applicants: Cities, Counties, MPOs, RTPAs, JPAs, and COGs.

Twenty-five percent (25%) of the funding cycle shall be set aside for proposals that target and directly benefit Environmental Justice communities, which are defined as those communities that receive the top ten percent (10%) of statewide scores using the latest published version of the California Environmental Protection Agency’s (Cal/EPA)

CalEnviroScreen tool as of the release date of this grant solicitation. A proposal is only eligible for the EJ set-aside if it meets Threshold Requirements #1 through #5 **and** all of the following conditions:

- a. Proposed plan area must include all or part of at least one community that receives a score in the top ten percent (10%) of statewide scores using the CalEnviroScreen methodology. *(see Section IX, Step 1.5 for further explanation)*
- b. Proposal must be located in and directly benefit the EJ communities identified in (a) *Section IX, Step 1.5* lists the questions asked of applicants that are the basis for evaluating eligibility for the EJ set-aside.
- c. Proposals that apply to the EJ set-aside must address one of the three Focus Areas.

The local match Threshold Requirement and “leveraging additional resources” points are automatically awarded for proposals that are eligible for the EJ set-aside.

If there are not enough proposals recommended for funding for the EJ set-aside to account for 25% of the funding available for this round, the remainder of the set-aside funds will return to the primary funding pool.

V. Priority Considerations

Consistent with the goal of the program, the following areas have been identified as priorities in awarding grants:

- Proposal adds or enhances elements of a regional plan not funded with federal dollars
- Proposal demonstrates on-going collaboration with various levels of government (including federal, state, regional, local, school and special districts); internal coordination amongst applicant departments; and collaboration with diverse external stakeholder groups such as businesses, non-governmental organizations (NGOs) and community members
- Proposal creates best practices to serve as models for communities across the state or region
- Proposal is leveraged with additional resources

Section IX, Step 3 lists the questions asked of applicants that are the basis for evaluating and scoring these Priority Considerations.

VI. Scoring Criteria

All information submitted in the application package provides the grant review committee tools for evaluation and should demonstrate how effectively the proposal meets Threshold Requirements, Program Objectives, Focus Area intent, and Priority Considerations. Proposals will be reviewed for completeness and eligibility. Eligible proposals will be scored by a grant review committee consisting of SGC member agencies: Governor’s Office of Planning and Research, California Natural Resources Agency, California Health and Human Services Agency, California Environmental Protection Agency, California Business, Consumer Services, and Housing Agency, and California State Transportation Agency. Proposals will be scored on the following areas. Each area is awarded points on a sliding scale from zero to the listed number. See *Section IX* for specific evaluation questions.

SCORING CRITERIA	
Program Goals, Objectives, and Focus Area (60 points)	
➤ Extent to which the proposed work program reduces greenhouse gas emissions to further the goals of AB 32 relative to the size and scope of the work program	15
➤ Extent to which the proposed work program achieves Primary Objectives (no more than three of the twelve Program Objectives)*	15
➤ Extent to which the proposed work program achieves additional co-benefits (self-selected subset of the twelve Program Objectives) (<i>see Appendix B, Glossary</i>)	8
➤ Extent to which the proposed work program achieves the intent of the applicable Focus Area	12
➤ Extent to which proposal includes clear, reportable measures of progress toward achievement of Primary Objectives and the intent of the applicable Focus Area	10
Priority Considerations (20 points)	
➤ Proposal adds or enhances elements of a regional plan not funded with federal dollars	5
➤ Ongoing collaboration with various levels of government (including federal, state, regional, local) and school districts; internal coordination amongst applicant departments; and collaboration with diverse external stakeholder groups such as businesses, NGOs and community members	5
➤ Extent to which work program results in strategies or outcomes that can serve as best practices	5
➤ Extent to which proposal is leveraged with additional resources (beyond the threshold local match)**	5
Organizational Capacity (20 points)	
➤ Organization demonstrates the capacity to successfully execute proposed work on time and within budget	10
➤ Organization and its partners demonstrate readiness and capacity to implement proposed work	10
Total Available Points 100	
* <i>Proposals that apply for the Environmental Justice set-aside must select “Promote Equity” as one of its three Primary Objectives (See Step 2, Question #2)</i>	
** <i>This criterion is automatically satisfied for proposals that qualify for the Environmental Justice set-aside.</i>	

VII. Application Overview

The following identifies the required documents to be submitted via the FAAST Online Application Tool and helpful tips to using the FAAST system. (see *Appendix C, Application Checklist, and Appendix D, Online Application Tool: FAAST, for more information.*)

Required Components of the Application

1. Completed Application Form (Online FAAST application, described in *Appendix D.*)
 - a. Proposal Summary Statement (Described in *Section VIII*, upload PDF to FAAST.)
 - b. Proposal Description (entered into Online FAAST application)
2. Supporting Documentation
 - a. Budget (Template at http://sgc.ca.gov/planning_application_forms.html)
 - b. Work Plan (Template at http://sgc.ca.gov/planning_application_forms.html)
 - c. Indicators
 - d. Letter(s) of Support from Regional/Local Governments (*See Appendix C, Application Checklist*)
3. Signed Resolution from Governing Body (*see Appendix I, Required Resolution Language*)
4. Environmental Justice Set-Aside Documentation, if applicable

FAAST Online Application Tool

- The application uses the FAAST online application tool, located at https://faast.waterboards.ca.gov/User_Registration/SignUpOrgSearch.aspx
- You will be prompted to develop a login name and password to use the FAAST tool. Application information will be entered into FAAST by typing information into text boxes, selecting choices from preset lists, and uploading attachments.
- Sign up for and explore the FAAST tool before beginning work on your application. Then prepare answers in an unformatted text document for editing. Finally, cut and paste information into the online application and ensure that your content is displaying correctly and responses are not cut off.
- Be sure to save your work often. The FAAST tool starts a 90-minute timer each time a user logs into their account. The timer resets to 90 minutes each time a user saves their work to the system. When working in FAAST, you can save work-in-progress at any point, and you can then return to your application at another time.
- Use only basic formatting. Extra symbols or layout designs can interfere with completion of the online application.

VIII. Proposal Summary Statement

The Proposal Summary Statement should be **no longer than two pages using 12-point font**. Attach (upload) this document to the online application. The summary should describe:

- What the problem is and why it is important to address
- An overview of the work being undertaken
- Characteristics of the populations served
- The impact the proposed work will have on the community/communities served

IX. Evaluation Questions

The questions below are designed to solicit specific facts regarding how the proposal addresses the Threshold Eligibility Requirements, Program Objectives, and Priority Considerations. Use these questions to prepare the draft proposal prior to entry into the online application.

Step 1: Threshold Requirements

Clearly address all of the following prompts:

- 1. Describe how the work program is consistent with the State's Planning Priorities (Section 65041.1 of the Government Code) including how it accomplishes the following:**
 - a. Promotes infill development and equity by rehabilitating, maintaining and improving existing infrastructure
 - b. Protects, preserves, and enhances environmental and agricultural lands, and natural and recreational resources
 - c. Encourages location- and resource-efficient development

- 2. Describe how the work program will reduce, on as permanent a basis as is feasible, greenhouse gas emissions consistent with California's Global Warming Solutions Act of 2006 and any applicable regional plan. These responses will be the basis for awarding up to 15 points for "substantial reduction in greenhouse gas emissions." (see Section VI, Scoring Criteria)**
 - a. How will the proposed work reduce greenhouse gas emissions to further the goals of AB 32?
 - b. Provide estimated new/additional GHG emission reductions for the proposed work, including the basis for these estimates and the methods used to measure the estimated reductions. How significant are the resulting GHG reductions in relation to the emissions within the applicant's jurisdiction, particularly relative to the size, scope, and cost of the work program? In relation to the emissions statewide?
 - c. Cite any applicable regional plan(s).
 - d. Describe how the work program will be consistent with the greenhouse gas emission reduction strategies in the applicable regional plan(s).

- 3. Connect state policies or programs, regional planning, and local plans through coordination and collaboration.**
 - a. If the primary applicant is a city or county, how does the work program support the region's goals and planning documents and align with or complement any approved, adopted, or proposed Regional Transportation Plan/Sustainable Communities Strategy? A letter from the regional agency concurring with this explanation is required.
 - b. If the primary applicant is a regional agency, what local action or implementation can be reasonably expected to follow from this work program? How will the applicant work with cities and counties or other organizations to ensure local support for the work program? A letter from the implementing local agency concurring that it has the capacity and intent to realize the resulting plan is required.

- 4. Describe how the proposal uses State of California best practices for climate change vulnerability assessment, resilience planning, and adaptation to the effects of climate change on the proposed project. (see Appendix M, Climate Adaptation Resources for Local Government)**
 - a. Identify the potential climate change impacts to the population or natural systems most vulnerable to those impacts within the planning area.
 - b. How does the proposed work use best practices to address adaptation to these impacts?

5. **Include a minimum ten percent (10%) local match. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind.** This requirement is waived for a proposal that qualifies for the Environmental Justice set-aside.
- a. In your Initial Budget Proposal (see Appendix E, Sample Initial Budget Proposal), identify funding sources and the amount already committed to the proposed work and expected timing of funds. Detail whether funds are in the form of cash contributions, in-kind services, volunteer effort, donated labor or materials, technical expertise, etc.

Step 1.5: Environmental Justice (EJ) Set-Aside

If applying for the EJ set-aside, provide the following documentation and responses to the following criteria:

- a. **Proposed plan area must include all or part of at least one community that receives a score in the top ten percent (10%) of statewide scores using the latest published version of Cal/EPA's CalEnviroScreen tool as of the release date of this grant solicitation.**
 1. Create a PDF "printout" from the online CalEnviroScreen map viewer: <http://oehha.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=5e1542837d4246b282ddbba92b0e790f> that displays the proposed plan area and upload it to the FFAST online application tool.
 2. Explain what part of the proposed plan area overlaps with the high-scoring communities indicated on the map.
- b. **Proposal must specifically target, and directly benefit, those vulnerable communities identified in (a), demonstrating how the proposed work addresses the needs of the most vulnerable residents in the community.** (Your community's relative ranking on the Population Characteristic indicators used in the latest version of CalEnviroScreen can be referenced, as well as other applicant-defined, meaningful characteristics.)
 1. Describe the challenges faced by the EJ Community that this proposal seeks to serve.
 2. How will the proposed work directly benefit the most vulnerable residents in the community? How have they been, and will be, engaged in the development of the proposal and the execution of the proposed work? If funds for community engagement are not included in the budget, please explain why they are not needed for the proposed work.
- c. **Proposals that apply for the EJ set-aside must select "Promote Equity" as one of its three Primary Objectives** (See Step 2, Question #2)

For more information about CalEnviroScreen and its methodology, see <http://oehha.ca.gov/ej/ces11.html>.

NOTE: If a proposal applies for the EJ set-aside but is deemed by the grant review committee to not meet the requirements of the set-aside, the proposal will be considered in the primary funding pool if and only if it meets all of the Threshold Requirements, including the local match requirement.

Step 2: Program Goals, Objectives, and Focus Area (Up to 60 points)

Clearly address all of the following prompts:

1. **Potential for substantial reduction in greenhouse gas emissions relative to the size and scope of the proposed work. (15 points)**
 - a. Points for this program goal will be based on the response to the evaluation questions for Threshold Requirement #2. Applicants may cut and paste the same answer.

2. Extent to which the proposed work achieves Primary Objectives. (15 points)

Identify no more than three of the twelve Program Objectives (see Section I) that are the proposal's Primary Objectives and address each Objective with equal emphasis. If applying for the EJ set-aside, applicants must select "Promote equity" as one of the Primary Objectives. For each of the proposal's Primary Objectives, answer the following questions:

- a. How will the proposed work achieve the objective?
- b. What strategies will be used to ensure that the proposed work meets the objective?

3. Extent to which the proposed work achieves additional co-benefits and identifies potential unintended impacts resulting from the plan. (8 points)

Identify an additional subset of the twelve Program Objectives (see Section I) that are co-benefits of the proposal. These are important positive outcomes that will result from the proposed program of work, but that are neither the primary rationale for the proposal nor the primary measure of the proposal's success. For the set of co-benefits, answer the following questions:

- a. How will the proposed work program achieve these co-benefits?
- b. What strategies will be used to maximize these co-benefits?
- c. For any Program Objectives that are neither identified as Primary Objectives nor co-benefits, describe potential unintended impacts the proposed work will have on those objectives, and how they will be anticipated, addressed and minimized.

4. Extent to which work program achieves the intent of the applicable Focus Area. (12 points)

- a. Review the "intent" of the applicable Focus Area as described in Section III of this document. How does the proposed work program achieve this intent?

5. Extent to which proposal includes clear, reportable measures of progress toward achievement of Primary Objectives and the intent of the applicable Focus Area. (10 points)

- a. For each Primary Objective, how will the applicant measure progress toward achieving that objective?
- b. What reliable and consistent quantifiable or qualitative data and information, and standardized methods are incorporated into the measurements identified? Describe the methods, data, relevant facts and evidence used.
- c. How will these measurements be used to track the progress of the proposed work program, integrate meaning and value to the process, and generate action toward the project's goals?

Step 3: Priority Considerations (Up to 20 points)

Address the following points, if applicable to the proposal:

1. Does the proposal add or enhance elements of a regional plan that are not funded by federal dollars? (5 points)

- a. Is the proposed work funded with federal dollars?
 - i. Yes/No
- b. Cite the applicable regional plan and describe the elements of the plan the proposed work will be implementing.

2. Does the proposal demonstrate ongoing collaboration with various levels of government (including federal, state, regional, local and school and special districts), internal coordination among applicant departments;

and collaboration with diverse external stakeholder groups such as businesses, NGOs, and community members? (5 points)

- a. What innovative partnerships have been established in the proposed work, and how will those partners contribute to and support the proposed work? Partners may include organizations such as local governments, regional agencies, state agencies, federal agencies, tribal governments, special districts, educational institutions, nonprofits, and private stakeholders.
- b. Of these partners, identify those partners which provide an active role in the proposal. In the Initial Work Plan, describe tasks undertaken by all participating entities.
- c. Describe the purpose and extent of stakeholder and public engagement opportunities that will be provided by the proposed work program. How will these engagement opportunities target specific groups or populations?

3. Does the proposal demonstrate strategies or outcomes that can serve as best practices for communities across the state? (5 points) (Note: Funded proposals and final work products may be posted on the SGC website.)

- a. Does the proposal include tools or processes that could easily be accessed and used by other government agencies to develop plans or strategies for sustainable communities?
- b. How will the applicant and its partners promote and share the work program's information, tools or processes?

4. Does the proposal leverage additional resources? (5 points)

- a. Citing the Initial Budget Proposal, what resources does the proposal leverage beyond the minimum local match requirement?
- b. How do these additional resources increase the impact and value of the proposed work program?
- c. How do these additional resources demonstrate the organization's or partners' commitment to the proposed work program?

Step 4: Organizational Capacity (Up to 20 points)

1. Organization demonstrates the capacity to successfully execute proposed work on time and within budget (10 points)

- a. What is the applicant's experience and successful track record relevant to the proposed work? Is the expertise for the successful execution for the proposed work in-house? If not, how does the applicant plan to build capacity within the organization?
- b. How will the proposed work be kept on schedule and within budget? If the proposed work goes over budget, what is the contingency plan to cover the cost?

2. Organization and its partners demonstrate readiness and capacity to implement proposed work (10 points)

- a. How have the applicant and its partners: 1) acquired the appropriate technical expertise; 2) generated the political will; and 3) gathered and incorporated community feedback to successfully implement the proposed work?
- b. What additional steps will be necessary for implementation (lead applicant, co-applicants, and other partners), and who is responsible for managing the implementation? Have funding sources for implementation been identified?
- c. For past SGC applicant or grantees only: Please note SGC grants applied for in the past, and if a grant recipient, please briefly describe the current implementation status of the plan.

X. Ineligible Proposals

Ineligible proposals that will not be funded under this program include, but are not limited to, proposals that:

- Do not meet the Threshold Requirements
- Do not contain adequate documentation and applicable materials
- Do not include objective(s) and indicator(s)
- Do not meet the intent of the Focus Area for which they are applying
- Are not received by the application deadline
- Request funding for the same proposal under another Focus Area
- Request funding for activities already funded by any other grant program

XI. Grant Administration

Grant Selection Process

1. Applicants submit a complete grant proposal to the State by the deadline.
2. Proposals are reviewed for completeness and eligibility. (Incomplete or ineligible proposals may not be evaluated or considered for funding at the sole discretion of the State.)
3. Grant Committee (Committee) reviews proposals and makes recommendations for awards.
4. The Committee recommends the final proposals for awards to the Council.
5. The Council determines final project awards.

NOTE: Awards are contingent upon legislative appropriation of funds and sale of bond.

General Overview of Grant Process after Grants are Awarded

Executing the Grant Agreement:

1. State sends grant agreement and materials to grantee.
2. Grantee must submit all supporting materials and a signed agreement within twelve (12) months of the announcement or risk forfeiting the grant award.
3. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the Grantee).

Upon Signature of the Grant Agreement:

1. Grantee participates in an orientation meeting with Department of Conservation and SGC staff.
2. Grantee commences work and submits requests for reimbursements, as applicable.
3. Grantee submits quarterly progress reports for review via electronic file and signed original document.
4. Grantee participates in ongoing technical assistance, learning collaborative activities, and reporting meetings that support the overall work plan (at least annually for three years).
5. Grantee may be asked to attend a future council meeting to discuss the merits of the grant project.
6. Grantee must submit a final report upon completion of the award agreement in order to receive a final payment for the withheld 10% of their project.

Changes to Approved Proposal

A grantee wishing to make changes or amendments to an approved proposal must first obtain approval from the State. Changes in the proposal must continue to meet the requirements of the grant as approved, including its goals, objectives, and tasks. The grantee jeopardizes funding if changes are made without State approval.

Eligible Costs

Direct Costs, (see *Appendix B, Glossary*) including staff to implement the work program, incurred during the performance period specified in the grant agreement will be eligible for reimbursement. All eligible costs must be

supported by appropriate documentation. Costs incurred outside of the performance period and **Indirect/Overhead Costs** (see *Appendix B, Glossary*) are not eligible for reimbursement.

Payment of Grant Funds

Funds cannot be disbursed until there is a fully executed grant agreement between the State and the Grantee. Work done prior to a fully executed grant agreement will not be funded.

- Payments will be made on a reimbursement basis (i.e. the grantee pays for services or staff then is reimbursed by the State).
- Ten percent (10%) of the amounts submitted for reimbursement will be withheld and issued as a final payment upon work program completion, at the sole discretion of the State.
- Advanced payments are not allowed.

Cancellation of Grants

The Department of Conservation retains its discretion to cancel grant agreements, as a last resort, for failure to comply with the terms of the executed agreement. The following are examples of actions that may result in a Grantee's loss of funding. This is not a complete list:

- Grantee fails to obtain a Grant Agreement.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded work program.
- Grantee fails to complete a work program that meets the requirements agreed upon.
- Grantee fails to submit all documentation within the time periods specified in the grant agreement.
- Grantee changes scope of work program without approval of the State.
- Grantee changes the sub-recipient or entity(s) identified in the work plan or application without approval from the State.

State Audit and Accounting Requirements

Audit Requirements

Funded proposals are subject to audit by the State of California annually and for three (3) years following the final payment of grant funds. If the award is selected for audit, advance notice will be given. The audit shall include all books, papers, accounts, documents, or other records of the grantee, as they relate to the work program for which the funds were granted.

The grantee must have the work program records, including the source documents and evidence of payment, readily available, and provide an employee with knowledge of the project to assist the auditor. The grantee must provide a copy of any document, paper, record, or the like, requested by the auditor. The Department of Conservation will provide an initial guidance document outlining acceptable documentation.

Accounting Requirements

The grantee must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a sufficient audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, canceled checks, etc.
- Provides accounting data so the total cost of each individual proposal can be readily determined.

Records Retention

Grant records must be retained for a period of three (3) years after final payment is made by the State. All grant records must be retained by the grantee at least one (1) year following an audit. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following work program completion and one year following an audit. A work program is considered complete upon receipt of final grant payment from the State.

APPENDIX A - Acronym Key

CEQA	California Environmental Quality Act
COG	Council of Governments
DOC	California Department of Conservation
EJC	Environmental Justice Community
FAAST Online Tool	Financial Assistance Application Submittal Tool
GHG	Greenhouse Gases
JPA	Joint Powers Authority
MPO	Metropolitan Planning Organization
PDF	Portable Document Format
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SGC	California Strategic Growth Council; Council
SCS	Sustainable Communities Strategy

APPENDIX B – GLOSSARY

The terms used in these grant guidelines are defined as follows:

AB 32 (Chapter 488, 2006): Assembly Bill 32, or the California Global Warming Solutions Act of 2006, establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of greenhouse gases. It codifies in the Health and Safety Code declarations about the serious threats posed by global warming and the intent of the Legislature to ensure coordination among state agencies and all affected stakeholders in the development of regulations to implement this law.

Applicant: An eligible organization requesting funding from this program to be administered by the State. Eligible applicants include cities, counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), Council of Governments (COGs), or a combination.

Bond or Bond Act: Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. *See Appendix J*

Bookend Transit Connections: "Blended" sections of the High Speed Rail system that contain existing rail segments that will facilitate the eventual use of the segment for High-Speed Rail but will also improve service for existing riders. (SB 1029)

Catalyst Project: A Gold, Silver or Bronze level project designated under the Department of Housing and Community Development's California Catalyst Projects for Sustainable Communities Pilot Program.

Co-Applicant: Also, a **sub-recipient**. In the context of a joint application, an eligible applicant which is part of a joint proposal but is not the lead applicant. All co-applicants are responsible for addressing objectives of the grant program by responding to evaluation questions, particularly in the Initial Work Program and Budget documents.

Co-Benefits : The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation – acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits." (U.S. Environmental Protection Agency)

Consistent With: Compatible with, or in agreement with, not contradictory to.

Council: Strategic Growth Council established pursuant to SB 732 (Steinberg, Chapter 13, Statutes of 2008).

Direct Costs: Costs incurred during the performance period specified in the grant agreement, including salary and benefits for staff, to implement the proposed work program. Direct costs are eligible for reimbursement. *See Indirect Costs* for further clarification.

Eligible Applicant: As defined by Public Resources Code §75126, cities, counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), Councils of Governments (COGs), or a combination of these entities.

Environmental Justice Community: Communities that receive the top ten percent (10%) of statewide scores using the latest published version of the CalEnviroScreen tool on the release date as of this grant solicitation. Communities can be identified through the online CalEnviroScreen map viewer (<http://oehha.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=5e1542837d4246b282ddbaa92b0e790f>).

Equity: A community that demonstrates equity is a competitive and inclusive community in which members of all racial, ethnic, and income groups have opportunities to live and work in all parts of the region, have access to living wage jobs and are included in the mainstream of regional life. It is also one in which all neighborhoods are supported to be vibrant places with choices for affordable housing, good schools, access to open space, transit that connects people to jobs, and healthy and sustainable environments, as well as access to basic services, infrastructure, and amenities.

Fund or Funds: monies authorized from the Proposition 84 Bond Act of 2006

Grant Administrator: an employee of the State who manages the grants.

Grant Agreement: a contractual arrangement between the State and grantee specifying the payment of funds by the State for the execution of the work program by the grantee.

Grant Performance Period: the beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be funded from the grant. No work plan should exceed 36 months.

Grantee: an applicant that has a signed agreement for grant funding with the State.

Greenhouse Gases: include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perfluorocarbons, and sulfur hexafluoride.

Healthy Community: *See Appendix O for a detailed description*

Implementation of a General Plan: an action, procedure, program, or technique that carries out general plan policy and relies primarily upon regulations, such as specific plans, the zoning ordinance, subdivision ordinances, and public project consistency requirements. Each general plan policy must have at least one corresponding implementation measure. Examples of implementation measures: (1) the city shall use tax-increment financing to pay the costs of replacing old sidewalks in the redevelopment area. (2) The city shall adopt a specific plan for the industrial park. (3) Areas designated by the land use element for agriculture shall be placed in the agricultural zone.

Indirect/Overhead Costs: expenses of doing business that are of a general nature and are incurred to benefit two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, plan or activity, but are necessary for the general operation of the organization. Examples of indirect costs include salaries and benefits of employees not directly assigned to the work program; functions such as personnel, business services, information technology, and salaries of supervisors and managers; and overhead such as rent, utilities, supplies, etc. Indirect costs cannot be included in the Initial Budget Proposal and will not be funded.

Infrastructure: may include but is not limited to: transportation modes including walking and biking; housing supply or affordability; energy generation or transmission; water supply or conveyance; water treatment; trees or other vegetation; parks, open space and other public spaces; solid waste systems; liquid waste systems; or communications systems such as broadband access.

Joint Proposal: an application submitted by one lead eligible applicant with one or more eligible entities, or co-applicants). A single budget and work proposal must be submitted by the lead applicant. Budget and work proposal must describe the funds that will be distributed to lead and co-applicants and identify general activities for which they are used.

Natural Resources: the materials and functions that comprise the natural wealth of an area’s ecosystems, including, but not limited to the plants, animals, minerals, air, water, and soil. Among these functions are watershed catchment, wildlife migration and habitation, forestry, grazing, and crop production. Of particular importance for complex, large scale natural resources functions are lands that flood, lands that are farmed, lands dedicated to open space, lands designated for mineral extraction, greenbelts, parks and trails, and lands valued for their aesthetics.

Objective: a high level focus or approach to achieve sustainable communities requirements and priorities. This allows flexibility for an entity to focus on issues that are important to its community and have the most beneficial results. For example, to address the requirement to conserve water, one entity may want to focus on reduction of commercial water usage because a larger percentage of its water is used by that sector. Another entity may want to focus on reduction of outdoor residential water usage because it would result in significant water savings.

Partner(s): public, private, or nongovernmental agencies, or other stakeholder, who, along with eligible applicants submitting a single-applicant or joint proposal for the Grant Program, are included or play a role in the proposed scope of work. It is not necessary for a partner to be included in the Initial Cost Estimate, unless part of a joint proposal. **Active partners** are those which are represented in a work program and budget, although possibly as part of a leveraged resource/match.

Primary Objectives: For the purposes of this application, application will select up to three of the Program Objectives as “Primary Objectives” for the proposed work and explain how these objectives will be met.

Program Objectives: This program is intended to fund proposals that reduce greenhouse gas emissions and achieve a variety of the objectives listed below:

- Improve air and water quality
- Promote public health
- Promote equity
- Increase housing affordability
- Promote infill and compact development
- Revitalize urban and community centers
- Protect natural resources and agricultural lands
- Reduce automobile usage and fuel consumption
- Improve infrastructure systems
- Promote water conservation
- Promote energy efficiency and conservation
- Strengthen the economy

Proposition 84: - See “Bond”

Regional Greenprint Plan: a plan that identifies strategically planned and managed networks of natural lands, working landscapes (such as farmland, rangeland and working forests), recreational and other open spaces that conserve ecosystem values and functions, provide associated benefits to human populations and is integrated into community and regional growth strategies.

Regional Plan: either of the following: 1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable state requirements, OR 2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of, Chapter 2.5 (commencing with Section 65080) of Division 1 of title 7 of, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

Revitalize Urban Areas and Community Centers: for the purpose of this grant program, the rejuvenation and promotion of reinvestment in a district of a city, county or community, usually typified by a concentration of uses including residential, retail and commercial buildings, and public spaces.

Specific Plan: a tool for local government implementation of all or part of an area covered by a general plan. A specific plan can combine policy statements with development regulations. It is often used to address the development requirements for projects such as urban infill developments or a planned communities. Its emphasis is on standards and development criteria for projects within the area of the specific plan. A specific plan may be adopted either by resolution or by ordinance. Specific plans must be consistent with all facets of the General Plan (§65450, et seq.).

State: the Strategic Growth Council or its representative.

State Planning Priorities: Per Government Code §65041.1: The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows: (a) To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserving cultural and historic resources. (b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection. (c) To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:

1. Uses land efficiently.
2. Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
3. Is located in an area appropriately planned for growth.
4. Is served by adequate transportation and other essential utilities and services.
5. Minimizes ongoing costs to taxpayers.

Sub-recipient: Also, a **Co-Applicant.** an entity that will participate in the proposed work program submitted by the applicant. Sub-recipients must be included in the work plan and budget form. The lead applicant submits invoices on behalf of the sub-recipient. The State pays the lead applicant, who then pays the sub-recipient.

APPENDIX C – APPLICATION CHECKLIST

The online application tool will require uploading certain attachments in the PDF format. (Contact the State at SGCSustainablecommunities@conservation.ca.gov, or phone (916) 322-3439, if you are unable to save files in the PDF format.) Do not submit additional materials that have not been specifically requested. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

The online application tool will request all of the following information, either as attached (uploaded) PDF files, or as text entered into the online questionnaire.

- 1. Completed Application Form** (Online FFAST application, described in Appendix D.)
- 2. Proposal Summary Statement** (Upload PDF described in Section VIII.)
- 3. Proposal Description** (Entered into Online FFAST application)
- 4. Supporting Documentation**
 - a. Budget** (Template at http://sgc.ca.gov/planning_application_forms.html)
 - b. Work Plan** (Template at http://sgc.ca.gov/planning_application_forms.html)
 - c. Letter of Support from Regional /Local Governments**
(Indicating consistency and readiness to implement - See page 3, Threshold Requirement #3)
 - d. Indicators** (Template at http://sgc.ca.gov/planning_application_forms.html)
- 5. Signed Resolution from Governing Body** (Required Language in Appendix I)
- 6. Environmental Justice Set-Aside Documentation, if applicable**

APPENDIX D – ONLINE APPLICATION TOOL – FAAST

Proposals for Round 3 will be submitted through the online Financial Assistance Application Submittal Tool (FAAST), which is managed by the State Water Resources Control Board. This submittal process takes advantage of an interagency collaborative effort, improves transparency, and significantly reduces costs associated with staff time as well as the amount of printing and paper consumed in the application and review processes.

The FAAST User manual is available online. To view the FAAST User Manual, go to <https://faast.waterboards.ca.gov/> and click on the “User Manual” link located on the left hand side of the page within the gray colored column. The user manual contains detailed information on how to create a user account, login to the system, navigate through FAAST and submit your application/survey. When you select a topic in the table of contents, it will jump to the corresponding section of the user manual.

Computer system requirements necessary to use FAAST:

- FAAST is best viewed on Internet Explorer Version 6.0 or above
- Computer screens should have a resolution of at least 1024 x 760.
- If you have pop-up blocking software installed, disable it while you are using FAAST.
- Attaching electronic files to your application can be done with a dial-up connection, but may be very slow. You can email your attachments to FAAST_ADMIN@waterboards.ca.gov and FAAST staff will upload them to your application for you.

Create an Account:

- https://faast.waterboards.ca.gov/User_Registration/SignUpOrgSearch.aspx
- Search for your organization
- Create your organization profile – if the organization isn’t already listed
- Create your user profile
- Log In

Completing a proposal:

- Log in to your account
- Click on the Applicant Menu: Start a New Application/Survey:Start a New Application/Survey
- Complete the disclosure section
- Move on to the Active RFPs/Surveys Menu and choose the Sustainable Communities Planning Grants and Incentives Program
- Remember the system times out after ninety (90) minutes. It is recommended that you save your work every hour.

If you have questions or for further assistance, please call State Water Board Staff at: 1-866-434-1083 Monday thru Friday 8:00AM - 5:00PM, or email FAAST_ADMIN@waterboards.ca.gov.

APPENDIX E – SAMPLE INITIAL BUDGET PROPOSAL

All cost elements included should be clearly described in the Proposal

Grantee Name: _____

Grant #: _____

Task:

PERSONNEL	Title	Hourly	# of	(D*E)	Benefits	(F+G)	Funding Sources				
		Rate	Hours	Salary		Total	DOC Grant	Cash	In-Kind		
Total								0			
CONSULTANTS											
Show the job title/classification, hourly rate of the consultants, and estimation of time Per Diem and travel expenses are to wrapped in to the consultant's hourly rate											
Totals								0			
SUPPLIES											
Such as but not limited to: mailing, postage, printing (show how arrived at amount)											
Totals								0			

MEETINGS, WORKSHOPS Such as but not limited to: rent, rentals, supplies (show how arrived at amount)					
	Totals			0	
OTHER Such as but not limited to: software (show how arrived at amount)					
	Totals			0	
TRAVEL Mileage is calculated at .565/mile					
	Totals			0	
Totals	0		0	0	0

**Additional budget detail may be required upon award of funding

APPENDIX F - WORK PLAN

STRATEGIC GROWTH COUNCIL/Department of Conservation– Sustainable Communities Planning Grant Award

Grantee: _____ Grant Number: _____

Jurisdiction: _____ Department/Office: _____

Project Title: _____

High Level Activities/Milestones (with Deliverables and Indicators)	Responsible Parties	Timetable in months (Start year: 2012)
TASK 1. Sub-Task A Sub-Task B Sub-Task C Sub-Task D		
TASK 2. Sub-Task A Sub-Task B Sub-Task C Sub-Task D		

APPENDIX G - INDICATORS AND MEASURING PROGRESS

Successful grant proposals must include meaningful indicators that track progress toward outcomes identified as the proposal’s Primary Objectives.

Effective indicators will: 1) link to the long-range outcomes; 2) show change related to actions from the proposed work during the grant term; and 3) signal difficulties and possible alternative approaches.

Proposed indicators should clearly correspond with Primary Objectives and be accessible and understandable to the public.

Proposed indicators should include:

- 1) Brief description of the indicator
- 2) Proposed data source including date of compilation and geographic level of data (i.e. project, city, region, state)
- 3) Baseline indicator measured
- 4) Expected outcome or change from the baseline
- 5) Milestones to be achieved during the term of the grant (short-term) and beyond the grant term (long-term)
- 6) Other information regarding the data can be provided, including assumptions, data limitations, and methods of tracking progress.

*A sample template is provided as a reference, however, modifications to this template may be made to adapt to your specific needs.

COMPONENTS OF MEASURING PERFORMANCE	
MILESTONE	A defined measure which describes an interim phase or part of a project
OUTCOME	The final product or end result that reflects change over time resulting in a desired future condition. Outcomes generally begin with a verb like increase, decrease, expand, or improve. They are specific and measurable.
INDICATOR	Quantified information that measures changes over time. Its function is to simplify, quantify, and communicate.
PRIMARY OBJECTIVE	See Glossary (<i>Appendix B</i>).
BASELINE DATA	A quantitative measurement of existing circumstances used as a basis for periodic comparison with indicators. It is the initial information collected prior to receipt of services or commencement of activities.
DATA SOURCE	The title, provider, purpose, collection methods and repository location of data sets used to establish baselines, milestones, indicators or outcomes.

SELECTING INDICATORS AND TRACKING PROGRESS

SGC understands that quantifying change for planning work can be difficult. However, the Council believes tracking indicators of progress will help applicants develop a meaningful course of action to reach their desired goals.

The Indicator Worksheet on the following page is intended to assist applicants in selecting the most effective indicators to achieve their goals during the grant period and beyond. It provides a framework to guide decision-making on what indicators are most useful.

GUIDANCE

On the following pages is a SGC-compiled sample list of indicators for applicants to use as a reference. Some other resources are included below:

- ◆ California Geoportal: <http://portal.gis.ca.gov/geoportal/>
- ◆ SANDAG’s report on Statewide Performance Monitoring Indicators for Transportation: http://sgc.ca.gov/meetings/20130916/Agenda_Item_4_SANDAG_Indicators_Final_Report.pdf
- ◆ California’s Water Sustainability Decision-Support Tool and Sustainability Indicators Catalog: <http://indicators.ucdavis.edu>
- ◆ California Department of Public Health’s Healthy Data and Indicators: <http://www.cdph.ca.gov/programs/Pages/HealthyCommunityIndicators.aspx>.

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES / AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Air Quality Attainment, days exceeding national average	Site, County, Air Basin, 8-hr Ozone Planning Area	1963-2012	http://www.arb.ca.gov/adam/topfour/topfour1.php	X											
Air Quality Statistics	County, Region	1973-2012	http://www.arb.ca.gov/adam/index.html	X											
Criteria and Toxic Emissions	District, State		http://www.arb.ca.gov/ei/areasrc/index0.htm	X											
Emissions from Mobile Sources	Source Category, State	Current	http://www.arb.ca.gov/msei/msei.htm	X											
GHG Emissions	Various	Various	http://www.coolcalifornia.org/article/climate-calculators	X											
GHG Emissions by Sector	State	2000-2011	http://www.arb.ca.gov/cc/inventory/doc/doc_index.php	X											
Adults with active asthma in the past 12 months, by race/Ethnicity	Region	2007	http://www.chcf.org/~media/MEDIA%20LIBRARY%20FILES/PDF/C/PDF%20ChronicConditionsCHIS2007.pdf		X										
Annual Number of Walk Trips per Capita	Various	2001, 2009, 2011	Regional travel surveys, National Household Travel Survey (2001, 2009), California Travel Survey (2011)		X										
Diabetes and obesity	County	2007	http://healthpolicy.ucla.edu/programs/chronic-disease/Pages/overview.aspx		X										
Diabetes Rates for Adults and Children	County	Biennial	http://ask.chis.ucla.edu/main/default.asp		X										
Emergency Department Visit Rates for Asthma	County	2005 - 2011	http://www.oshpd.ca.gov/HID/Products/EmerDeptData/index.html		X										
Healthy Food Outlets using Retail Food Index	Census Tract	2011	http://www.cnngis.org/viewer.aspx		X										

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES / AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Obesity Rates for Children and Adolescents	County	Biennial	http://ask.chis.ucla.edu/main/default.asp		X										
Percent of population ever diagnosed, percent change, pollution-related hospital events/ Pollution-Related Hospital Events - California	Patient Zip Code	2005–2007	http://www.rand.org/content/dam/rand/pubs/technical_reports/2010/RAND_TR777.pdf		X	X									
Percentage of Children Walking/ Biking to School	Region	2001, 2009, 2011	Regional travel surveys, National Household Travel Survey (2001, 2009), California Travel Survey (2011)		X										
Perception of Neighborhood Safety	County	Biennial	http://ask.chis.ucla.edu/main/default.asp		X										
Population, percent change	State, County, City	2012-2013	http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/			X									
Poverty Rate	County	Census Data/2010	http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_Overview_Page2.html?STATE=6&COUNTY=274			X									
Poverty, percent, rate of growth, percent in poverty	County	2007-2011	http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk			X									
Renter/Owner, percent of income spent on housing, over 30%	Region, County, City, Zip Code	last update 2010	http://htaindex.cnt.org/map/			X	X								
Share of income held by top 5% of households	County	Census data/ 2010	http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_Overview_Page2.html?STATE=6&COUNTY=274			X									

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES / AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Development Near Transit/ Change in Non-Residential Development Near Transit/ In Sq. Ft.	Silicon Valley	2000- 2012	http://www.jointventure.org/images/stories/pdf/index2013.pdf					X				X			
Residential density –Units per acre, new construction	Silicon Valley	1998- 2012	http://www.jointventure.org/images/stories/pdf/index2013.pdf					X							
Travel Time to Jobs	County	census data, 2010	http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_Overview_Page2.html?STATE=6&COUNTY=274					X							
Open Access/Parks Acreage	State	13-Mar	http://www.calands.org/data/statistics						X						
Amount of acreage converted	County	2006-8	http://www.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/Documents/FCR_0608_final.pdf							X					
Change in Agri. Land	County	up to 2008	http://www.cacleanenergyfuture.org/installed-capacity.html							X					
Installed Capacity (MW) by Technology	State	2001- 2010,	http://www.cacleanenergyfuture.org/installed-capacity.html							X					
Patents by Green Technology	State	1990- 2006	http://www.nextten.org/pdf/GII/Next10_FullFindings_EN.pdf							X					
Percent of acreage converted	County	2006-8	http://www.conservation.ca.gov/dlrp/fmmp/pubs/2006-2008/Documents/FCR_0608_final.pdf							X					
Renewable Distributed Generation	1983-2020	1983- 2010 (projected to 2020)	http://www.cacleanenergyfuture.org/renewable-energy.html							X					

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES / AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Mode Share	County	census info/2010	http://thedataweb.rm.census.gov/TheDataWeb_HotReport2/EPA2/EPA_Overview_Page2.html?STATE=6&COUNTY=274								X				
Particulate matter 2.5, days exceeding national average	Site, County, Air Basin, 8-hr Ozone Planning Area	1963-2012	http://www.arb.ca.gov/adam/topfour/topfour1.php								X				
PEV sales CARB clean vehicle rebates	Category, County, Air District	2010-2013 by month	http://energycenter.org/programs/clean-vehicle-rebate-project/cvrp-project-statistics								X				
Total registered cars by type/ driver license registration			http://dmv.ca.gov/about/profile/official.pdf								X				
Vehicle Miles Traveled (VMT) and Vehicle Fuel Consumption	Source Category, State	Current	http://www.arb.ca.gov/msei/msei.htm								X				
Pavement condition	Caltrans regions	up to 2012	http://www.dot.ca.gov/hq/maint/Pavement/Pavement_Program/PDF/2011_SOP.pdf									X			
Transit assets	Major-city info	2010	http://www.ntdprogram.gov/ntdprogram/pubs/NTST/2010%20National%20Transit%20Summaries%20and%20Trends-Complete.pdf									X			
Urban Water Use- gallons per person per day	Hydrologic Region	1960-2005	http://www.ppic.org/content/pubs/report/R_1209EHR.pdf										X		
Aggregated Demand Response / Total Energy Consumption Relative to 1970 California and US	State	1970-present	http://www.cacleanenergyfuture.org/demand-response.html											X	

INDICATOR	SCALE	SCOPE OF DATA	LINKS TO THE SOURCES	AIR AND WATER QUALITY	PUBLIC HEALTH	PROMOTE EQUITY	INCREASE HOUSING AFFORDABILITY	PROMOTE INFILL / COMPACT DEVELOPMENT	REVITALIZE URBAN AND COMMUNITY CENTERS	PROTECT NATURAL RESOURCES / AGRICULTURAL LANDS	REDUCE AUTOMOBILE USAGE / FUEL CONSUMPTION	IMPROVE INFRASTRUCTURE SYSTEMS	PROMOTE WATER CONSERVATION	PROMOTE ENERGY EFFICIENCY / CONSERVATION	STRENGTHEN THE ECONOMY
Natural gas, Electricity	Planning area, Entity, County	up to 2011	http://www.ecdms.energy.ca.gov/electbycounty.aspx											X	
Non-residential and residential electricity consumption	County, entity, planning area	C(2006-2011)/e., p. a. (1990-2011)	http://www.ppic.org/content/pubs/report/R_1209EHR.pdf											X	
Non-residential and residential natural gas consumption	County, entity, planning area	C(2006-2011)/e., p. a. (1990-2011)	http://www.ppic.org/content/pubs/report/R_1209EHR.pdf											X	
Job Growth & Wages	By county	Up to 2012	http://data.bls.gov/cgi-bin/surveymost												X
Jobs and establishments, by segment (Green Employment & Establishments)	Region	1995-2010	http://nextten.org/next10/publications/pdf/MSOG_2012_M2.pdf												X
Patents by Green Technology	California share of U.S. green technology patents	1990-2006	http://www.nextten.org/pdf/GII/Next10_FullFindings_EN.pdf												X
Percent change in total jobs	County	2011-2012	http://www.bls.gov/ro9/qcewca.htm												X
Weekly wages/% change	County	2011-2012	http://www.bls.gov/ro9/qcewca.htm												X

SAMPLE INDICATOR WORKSHEET

EXAMPLE

Primary Objective: Public Health

INDICATOR MEASURED	DATA SOURCE <i>(Include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES (1-3 YEARS)	IMPLEMENTATION MILESTONES (3+ years)	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE
<p>EXAMPLE:</p> <p>Percentage of Children Walking/Biking to School</p>	<ul style="list-style-type: none"> - California Household Travel Survey - Regional/MPO Travel Survey - Site-specific surveys conducted by City - Survey of bike lane miles within an area <p>Complied bi-annually, most recent: 2012</p>	<p>1% currently walk/bike in the proposed project area</p>	<p>Plan reflecting intent to increase bicycle lane miles.</p>	<p>Actual construction of bicycle lanes reflecting increase</p> <p>Increased percentage of children walking/biking to local school site.</p>	<p>Increased percentage of children walking/biking to school to 5%</p> <p>Increased bicycle lane miles by 50%</p>
<p>Notes:</p> <p>This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.</p>					

SAMPLE INDICATOR WORKSHEET

Primary Objective #1: _____

INDICATOR MEASURED	DATA SOURCE <i>(Include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES (1-3 YEARS)	IMPLEMENTATION MILESTONES (3+ YEARS)	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE

Notes:

This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.

SAMPLE INDICATOR WORKSHEET

Primary Objective #2: _____

INDICATOR MEASURED	DATA SOURCE <i>(Include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES (1-3 YEARS)	IMPLEMENTATION MILESTONES (3+ YEARS)	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE

Notes:

This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.

SAMPLE INDICATOR WORKSHEET

Primary Objective #3: _____

INDICATOR MEASURED	DATA SOURCE <i>(Include date compiled)</i>	INDICATOR BASELINE	GRANT-TERM MILESTONES (1-3 YEARS)	IMPLEMENTATION MILESTONES (3+ YEARS)	EXPECTED OUTCOME AND/OR CHANGE FROM THE BASELINE
<p>Notes:</p> <p>This section should include limitations of data, assumptions, uncertainties, time lags in collection, method for tracking progress, and other necessary information about this indicator.</p>					

APPENDIX H – RESOURCES FOR EFFECTIVE PUBLIC ENGAGEMENT

BERC:

BERC INNOVATIVE SOLUTIONS: CLIENT BASED PROJECTS

[http://ces4health.info/uploads/From Snapshot to Civic Action~A PhotoVoice Facilitator%E2%80%99s Manual.pdf](http://ces4health.info/uploads/From_Snapshot_to_Civic_Action~A_PhotoVoice_Facilitator%E2%80%99s_Manual.pdf)

Case study of how Alaska involved its widely distributed and loosely connected population in evaluating public engagement processes, as well as identifying and addressing transportation related issues. Lists key lessons learned from establishing and sustaining public involvement in planning processes.

CAL EPA:

INVENTORY OF PUBLIC PARTICIPATION WITH CAL/EPA

http://www.calepa.ca.gov/envjustice/ActionPlan/Phase1/February2005/PP_Inventory.pdf

Developed in 2005 to help the agency and its boards, departments and offices implement its Environmental Justice Action Plan, this document focuses on several public participation elements within CalEPA that take steps to make decision-making processes more available and responsive to all Californians,

[California State Association of Counties; California League of Cities:](#)

RESOURCES AND CASE STORIES FOR EFFECTIVELY ENGAGING THE PUBLIC

<http://www.ca-ilq.org/public-engagement>

Provide[s] information and resources to help local officials and their communities make good decisions about the design, delivery and assessment of their public engagement processes. Content includes links to publications, tip sheets on multiple public engagement strategies, and stories of local government efforts to involve residents on a variety of topics

EPA (Federal):

PUBLIC INVOLVEMENT

<http://www.epa.gov/publicinvolvement/>

EPA developed a full range of activities that uses to engage the American people in the Agency's decision-making process. This site will help users understand how different types of public involvement relate to EPA programs; how public input can be used in EPA decision-making; and, how to use tools to support effective public involvement

FHWA:

ALASKA: EVALUATION THROUGH PUBLIC ENGAGEMENT

http://www.fhwa.dot.gov/planning/public_involvement/archive/case_studies/alaska/index.cfm

Lists methods that HUD has implemented to facilitate public contribution of ideas and feedback, along with incentive structures to encourage participation. Transforming online communication links between the public and federal government to be easier to find and navigate has increased the amount of feedback received from the public and streamlined the process for responding to comments.

FHWA:

TRANSPORTATION PLANNING CAPACITY BUILDING

http://planning.dot.gov/focus_publicEngage.asp

Describes public involvement in the context of EPA programs, and what tools EPA has used to successfully support the flow of public comments to the agency. Tools and case studies for understanding EPA's engagement strategies are included.

HUD (Federal):

ENGAGEMENT INITIATIVES

<http://portal.hud.gov/hudportal/HUD?src=/open/plan/engagement-initiatives>

Documents a variety of tools to be updated to better encourage public participation and input in CAL EPA programs. Many are mandated processes that require input from parties that would be affected by said EPA programs; tools for successfully reaching out to members of the public are listed periodically throughout the document.

National League of Cities:

BRIGHT SPOTS IN COMMUNITY ENGAGEMENT: CASE STUDIES OF U.S. COMMUNITIES CREATING GREATER CIVIC PARTICIPATION FROM THE BOTTOM UP

http://www.knightfoundation.org/media/uploads/publication_pdfs/BrightSpots-final.pdf

Presents a series of case studies in which the Knight Foundation, in conjunction with the National League of Cities, have in the past engaged members of large and small communities to improve neighborhoods and increase community organizational capacity. Community challenges, as well as tools and strategies developed to engage citizens are surveyed and analyzed for their applicability to other communities.

APPENDIX H – RESOURCES FOR EFFECTIVE PUBLIC ENGAGEMENT

Photovoice Project:

PHOTOVOICE

[http://ces4health.info/uploads/From Snapshot to Civic Action~A Photovoice Facilitator%E2%80%99s Manual.pdf](http://ces4health.info/uploads/From_Snapshot_to_Civic_Action~A_Photovoice_Facilitator%E2%80%99s_Manual.pdf)

Outlines the Photovoice program, a community empowerment project that encourages citizens to feel a sense of ownership of their community. Members of the community are given cameras to capture images of their neighborhood, and express in an attaching statement their hopes for change in the neighborhood, and what they desire the future will look like.

Prevention Institute:

BUILDING HEALTHY PLACES WITH PEOPLE AND FOR PEOPLE (BOOK: CHAPTER 19; ONLINE)

<http://www.ersoynu.com/wp-content/uploads/2013/02/Community-Engagement-in-Design-and-Planning-Making-Healthy-Places.pdf>

Describes methods of engaging communities (especially disenfranchised communities) in planning processes for improving the built environment to facilitate social connections and communal investment into the neighborhood. Provides examples of, and strategies for ensuring that techniques to engage disenfranchised areas are appropriate for desired goals.

Sonoma County:

BEST PRACTICES IN ACTION: STRATEGIES FOR ENGAGING LATINOS, SENIORS, AND LOW-INCOME RESIDENTS OF SONOMA COUNTY

<http://www.sonoma-county.org/health/community/pdf/report.pdf>

Assesses successful methods and implementation of community engagement in communities across the state. Establishes best practices for reaching out to community members for input, and enhancement of government operations. Findings presented in a way that local government (especially counties) can implement best practices.

The California Endowment:

PARTICIPATION TOOLS FOR BETTER COMMUNITY PLANNING

http://www.lqc.org/wordpress/docs/freepub/community_design/guides/Participation_Tools_for_Better_Community_Planning.pdf

Guidebook providing descriptions of methods and tools for communities (especially low income and/or ethnically diverse communities) to engage citizens in planning for health-promoting land use and transportation. Provides strategies for collecting information about local values, wants, and needs for incorporation into a community plan.

The Empowerment Institute:

LIVABLE NEIGHBORHOOD PROGRAM (BOOK)

<http://www.empowermentinstitute.net/index.php/community/livable-neighborhood>

Presents strategies and case studies relating to the use of block-level initiatives to make communities "safer, healthier, quieter, friendlier, and more." The LNP provides empowerment strategies for increasing and sustaining community involvement, with the objective of improving overall neighborhood quality of life.

APPENDIX I – REQUIRED RESOLUTION LANGUAGE

Resolution No: _____

_____ (GOVERNING BODY OF GRANTEE)

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the _____ (Governing Body)

1. Approves the filing of an application for the _____ (name of the proposal) in order to become a sustainable community;
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so, and
4. Certifies that the Proposal will comply with any applicable laws and regulations.
5. Appoints the _____ (designate position, not person occupying position), or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the _____ day of _____ 20____. I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____ (Governing Body).

Following Roll Call Vote:

Ayes: _____
Nos: _____
Absent: _____

Clerk/Secretary for the Governing Board

APPENDIX J – PROPOSITION 84

(Chapter 9, Sustainable Communities and Climate Change Reduction)

CALIFORNIA CODES, PUBLIC RESOURCES CODE, SECTION 75065-75066

75065.

The sum of five hundred eighty million dollars (\$580,000,000) shall be available for improving the sustainability and livability of California's communities through investment in natural resources. The purposes of this chapter include reducing urban communities' contribution to global warming and increasing their adaptability to climate change while improving the quality of life in those communities. Funds shall be available in accordance with the following schedule:

(a) The sum of ninety million dollars (\$90,000,000) shall be available for urban greening projects that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits. Priority shall be given to projects that provide multiple benefits, use existing public lands, serve communities with the greatest need, and facilitate joint use of public resources and investments including schools. Implementing legislation shall provide for planning grants for urban greening programs. Not less than \$20,000,000 shall be available for urban forestry projects pursuant to the California Urban Forestry Act, Chapter 2 (commencing with Section 4799.06) of Part 2.5 of Division 1.

(b) The sum of four hundred million dollars (\$400,000,000) shall be available to the Department of Parks and Recreation for competitive grants for local and regional parks. Funds provided in this subdivision may be allocated to existing programs or pursuant to legislation enacted to implement this subdivision, subject to the following considerations:

- (1) Acquisition and development of new parks and expansion of overused parks that provide park and recreational access to underserved communities shall be given preference.
- (2) Creation of parks in neighborhoods where none currently exist shall be given preference.
- (3) Outreach and technical assistance shall be provided to underserved communities to encourage full participation in the program or programs.
- (4) Preference shall be given to applicants that actively involve community based groups in the selection and planning of projects.
- (5) Projects will be designed to provide efficient use of water and other natural resources.

(c) The sum of ninety million dollars (\$90,000,000) shall be available for planning grants and planning incentives, including revolving loan programs and other methods to encourage the development of regional and local land use plans that are designed to promote water conservation, reduce automobile use and fuel consumption, encourage greater infill and compact development, protect natural resources and agricultural lands, and revitalize urban and community centers.

75066.

Appropriation of the funds provided in subdivisions (a) and (c) of Section 75065 may only be made upon enactment of legislation to implement that subdivision.

APPENDIX K – STRATEGIC GROWTH COUNCIL & CLIMATE CHANGE REDUCTION
CALIFORNIA PUBLIC RESOURCES CODE, DIVISION 43, CHAPTER 13, SECTION 75120 - 75130

75120. For purposes of this chapter, the following definitions shall apply:

(a) “Council” means the Strategic Growth Council established pursuant to Section 75121.

(b) “Regional plan” means either of the following:

- (1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable state requirements.
- (2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of, Chapter 2.5 (commencing with Section 65080) of Division 1 of Title 7 of, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of, the Government Code. A regional blueprint plan articulates regional consensus and performance outcomes on a more efficient land use pattern that supports improved mobility and reduces dependency on single-occupancy vehicle trips; accommodates an adequate supply of housing for all income levels; reduces impacts on valuable farmland, natural resources, and air quality, including the reduction of greenhouse gas emissions, increases water and energy conservation and efficiency; and promotes a prosperous economy and safe, healthy, sustainable, and vibrant neighborhoods.

(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)

75121.

(a) The Strategic Growth Council is hereby established in state government and it shall consist of the Director of State Planning and Research, the Secretary of the Resources Agency, the Secretary for Environmental Protection, the Secretary of Business, Transportation and Housing, the Secretary of California Health and Human Services, the Secretary of Business, Consumer Services, and Housing, and one member of the public to be appointed by the Governor. The public member shall have a background in land use planning, local government, resource protection and management, or community development or revitalization.

(b) Staff for the council shall be reflective of the council’s membership.

(Amended by Stats. 2013, Ch. 28, Sec. 74. Effective June 27, 2013.)

75122. The members of the council shall elect a chair of the council every two years.

(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)

75123.

(a) A meeting of the council, including a meeting related to the development of grant guidelines and policies and the approval of grants, shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code), except that, for purposes of this section, “meeting” shall not include a meeting at which council members are meeting as members of the Governor’s cabinet.

(b) The council may sponsor conferences, symposia, and other public forums, to seek a broad range of public advice regarding local, regional, and natural resource planning, sustainable development, and strategies to reduce and mitigate climate change.

(Amended by Stats. 2009, Ch. 354, Sec. 4. Effective January 1, 2010.)

75124. Of the funds made available pursuant to subdivisions (a) and (c) of Section 75065, the sum of five hundred thousand dollars (\$500,000) is hereby appropriated to the Resources Agency to be used in support of the council and its activities in accordance with this chapter.

(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)

75125. The council shall do all of the following:

(a) Identify and review activities and funding programs of member state agencies that may be coordinated to improve air and water quality, improve natural resource protection, increase the availability of affordable housing, improve transportation, meet the goals of the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38500) of the Health and Safety Code), encourage sustainable land use planning, and revitalize urban and community centers in a sustainable manner. At a minimum, the council shall review and comment on the five-year infrastructure plan developed pursuant to Article 2 (commencing with Section 13100) of Chapter 2 of Part 3 of Division 3 of the Government Code and the State Environmental Goals and Policy Report developed pursuant to Section 65041 of the Government Code.

(b) Recommend policies and investment strategies and priorities to the Governor, the Legislature, and to appropriate state agencies to encourage the development of sustainable communities, such as those communities that promote equity, strengthen the economy, protect the environment, and promote public health and safety, consistent with subdivisions (a) and (c) of Section 75065.

(c) Provide, fund, and distribute data and information to local governments and regional agencies that will assist in developing and planning sustainable communities.

(d) Manage and award grants and loans to support the planning and development of sustainable communities, pursuant to Sections 75127, 75128, and 75129. To implement this subdivision, the council may do all of the following:

- (1) Develop guidelines for awarding financial assistance, including criteria for eligibility and additional consideration.
- (2) Develop criteria for determining the amount of financial assistance to be awarded. The council shall award a revolving loan to an applicant for a planning project, unless the council determines that the applicant lacks the fiscal capacity to carry out the project without a grant. The council may establish criteria that would allow the applicant to illustrate an ongoing commitment of financial resources to ensure the completion of the proposed plan or project.
- (3) Provide for payments of interest on loans made pursuant to this article. The rate of interest shall not exceed the rate earned by the Pooled Money Investment Board.
- (4) Provide for the time period for repaying a loan made pursuant to this article.
- (5) Provide for the recovery of funds from an applicant that fails to complete the project for which financial assistance was awarded. The council shall direct the Controller to recover funds by any available means.
- (6) Provide technical assistance for application preparation.
- (7) Designate a state agency or department to administer technical and financial assistance programs for the disbursing of grants and loans to support the planning and development of sustainable communities, pursuant to Sections 75127, 75128, and 75129.

(e) No later than July 1, 2010, and every year thereafter, provide a report to the Legislature that shall include, but is not limited to, all of the following:

- (1) A list of applicants for financial assistance.
- (2) Identification of which applications were approved.
- (3) The amounts awarded for each approved application.
- (4) The remaining balance of available funds.
- (5) A report on the proposed or ongoing management of each funded project.
- (6) Any additional minimum requirements and priorities for a project or plan proposed in a grant or loan application developed and adopted by the council pursuant to subdivision (c) of Section 75126.

(Amended by Stats. 2009, Ch. 140, Sec. 161. Effective January 1, 2010.)

75126.

(a) An applicant shall declare, in the application submitted to the council for financial assistance for a plan or project pursuant to this chapter, the applicant's intention to follow a detailed budget and schedule for the completion of the plan or project. The budget and schedule shall be of sufficient detail to allow the council to assess the progress of the applicant at regular intervals.

(b) A project or plan funded pursuant to this chapter shall meet both of the following criteria:

- (1) Be consistent with the state's planning policies pursuant to Section 65041.1 of the Government Code.
- (2) Reduce, on as permanent a basis that is feasible, greenhouse gas emissions consistent with the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38500) of the Health and Safety Code), and any applicable regional plan.

(c) The council may develop additional minimum requirements and priorities for a project or plan proposed in a grant and loan application, including those related to improving air quality.

(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)

75127.

(a) To support the planning and development of sustainable communities, the council shall manage and award financial assistance to a city or county for preparing, adopting, and implementing a general plan or general plan element that is designed to reduce greenhouse gas emissions, promote water conservation, reduce automobile use and fuel consumption, encourage greater infill and compact development, protect natural resources and agricultural lands, and revitalize urban and community centers.

(b) For the purposes of this section, the preparation and adoption of a general plan may include a comprehensive update of a general plan, amendment or adoption of an individual element of a general plan, or any other revision consistent with the intent of Section 75065.

(c) For the purposes of this section, the implementation of a general plan may include amendment or adoption of a specific plan, community plan, zoning ordinance, or any other plan, ordinance, or policy that is consistent with the intent of Section 75065.

(d) The funding provided pursuant to this section for the preparation, adoption, and implementation of a general plan may also include funding any activity necessary to conform a general plan to a regional plan.

(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)

75128.

(a) To support the planning and development of sustainable communities, the council shall manage and award financial assistance to a council of governments, metropolitan planning organization, regional transportation planning agency, city, county, or joint powers authority, to develop, adopt or implement a regional plan or other planning instrument consistent with a regional plan that improves air and water quality, improves natural resource protection, increases the availability of affordable housing, improves transportation, meets the goals of the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38500) of the Health and Safety Code), and encourages sustainable land use. The financial assistance provided pursuant to this section shall be funded from moneys made available pursuant to subdivision (c) of Section 75065.

(b) In awarding financial assistance pursuant to this section, the council shall give first priority to an application seeking funding to add or enhance elements of a regional plan that are not funded with federal moneys.

(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)

75129.

(a) To support the planning and development of sustainable communities, the council shall manage and award financial assistance to a city, county, special district, nonprofit organization, or entity formed pursuant to Chapter 5 (commencing

with Section 6500) of Division 7 of the Government Code, if at least one of the parties to the joint powers agreement qualifies as an eligible applicant, for the preparation, planning, and implementation of an urban greening project that provides multiple benefits, including, but not limited to, a decrease in air and water pollution, a reduction in the consumption of natural resources and energy, an increase in the reliability of local water supplies, or an increased adaptability to climate change. An eligible project funded pursuant to this section shall not include a mitigation action that is required under existing law. The financial assistance provided pursuant to this section shall be funded from moneys made available pursuant to subdivision (a) of Section 75065.

(b) The council shall develop minimum requirements for funding eligible projects pursuant to this section, which shall require a project to meet at least one of the following criteria:

- (1) Use natural systems, or systems that mimic natural systems, to achieve the benefits identified in subdivision (a).
- (2) Create, enhance, or expand community green spaces.

(c) The multiple benefits of a project, may include, but are not limited to, the establishment or enhancement of one or more of the following:

- (1) Tree canopy.
- (2) Urban forestry.
- (3) Local parks and open space.
- (4) Greening of existing public lands and structures, including schools.
- (5) Multi-objective stormwater projects, including construction of permeable surfaces and collection basins and barriers.
- (6) Urban streams, including restoration.
- (7) Community, demonstration, or outdoor education gardens and orchards.
- (8) Urban heat island mitigation and energy conservation efforts through landscaping and green roof projects.
- (9) Nonmotorized urban trails that provide safe routes for both recreation and travel between residences, workplaces, commercial centers, and schools.

(d) The council shall give additional consideration to a funding project pursuant to this section that meets one or more of the following criteria:

- (1) The project uses interagency cooperation and integration.
- (2) The project uses existing public lands and facilitates use of public resources and investments including schools.
- (3) The project is proposed by an economically disadvantaged community.

(e) Up to 25 percent of the moneys allocated pursuant to subdivision (a) of Section 75065 may be used to award revolving loans or grants to a city, county, special district, nonprofit organization, council of governments, metropolitan planning organization, or entity formed pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of the Government Code, if at least one of the parties to the joint powers agreement qualifies as an eligible applicant, for the purpose of creating urban greening plans that will serve as the master document guiding and coordinating greening projects in the applicant's jurisdiction. These urban greening plans shall be consistent with the jurisdiction's general plan or regional plan, where one exists.

(Amended by Stats. 2010, Ch. 632, Sec. 1. Effective January 1, 2011.)

75130.

This chapter does not authorize the council to take an action with regard to the exercise of a local government's land use permitting authority.

(Added by Stats. 2008, Ch. 729, Sec. 4. Effective January 1, 2008.)

APPENDIX L – CEQA STREAMLINING

California is at the forefront of developing statewide policies that define desirable infill. Recent modifications to the California Environmental Quality Act (CEQA) provide local governments with a streamlined process for implementing development projects that support the goals of SB 375 and the state planning priorities. The Governor’s Office of Planning and Research provides a website containing information about CEQA statutes and online technical advisories, as well as information on land use issues such as infill development, general plans and transportation. For information about CEQA, visit http://opr.ca.gov/m_ceqa.php. To ask questions or learn additional information, contact the State Clearinghouse at (916) 445-0613 or state.clearinghouse@opr.ca.gov.

Infill projects can contribute to multiple benefits including:

- encouraging walkable communities that deliver more transit options for its residents;
- protecting clean air and water, natural areas, and farmland;
- reducing greenhouse gas emissions;
- fostering a vibrant community with social connection to neighborhoods, and;
- revitalizing urban areas

Because land use decisions are made at the local level, successful infill development depends on not only local government support, but also advanced planning. Several recent changes to the California Environmental Quality Act (CEQA), as well as the regulations implementing CEQA, have been enacted to streamline the environmental review process for certain types of infill development. Those streamlining tools are described briefly below:

Sustainable Communities Strategies (SB 375)

Senate Bill 375 (Steinberg, 2008) seeks to reduce vehicle miles traveled (VMT) and greenhouse gas emissions by effectively connecting long-range transportation planning and local land use planning in a regional plan known as a sustainable communities strategy. Specifically, the sustainable communities strategy becomes a chapter within a regional transportation plan. To encourage development that is consistent with a sustainable communities strategy, SB 375 provides “transit priority projects” a quicker path through the environmental review process. Transit Priority Projects meeting certain criteria may be exempt from CEQA altogether. (See Public Resources Code Section 21155.1.) Other projects may use a streamlined review process called a sustainable communities environmental assessment. (See Public Resources Code Section 21155.2.) Even projects that require an additional EIR may avoid further analysis of climate change and regional transportation impacts. (See Public Resources Code Section 21159.28.)

REGIONAL SUSTANABLE COMMUNITIES STRATEGIES

Association of Monterey Bay Area Governments

<http://www.movingforwardmb.org/project.aspx>

Butte County Association of Governments

<http://www.bcag.org/Planning/2012-MTP/index.html>

Fresno Council of Governments

<http://www.fresnocog.org/sustainable-communities-strategy-development-and-outreach>

Kern County Council of Governments

<http://www.directionsto2050.com/>

Kings County Association of Governments

Contact: Bruce Abanathie; Bruce.Abanathie@co.kings.ca.us

Madera County Transportation Commission

<http://www.maderactc.org/public.html>

Merced County Association of Governments

<http://www.mcagov.org/rtp.html>

Metropolitan Transportation Commission

http://www.mtc.ca.gov/planning/plan_bay_area/

Sacramento Area Council of Governments

<http://www.sacog.org/2035/files/MTP-SCS/MTPSCS%20WEB.pdf>

San Diego Association of Governments

http://www.sandag.org/uploads/2050RTP/F2050rtp_all.pdf

San Joaquin Council of Governments

<http://www.sicog.org/index.aspx?NID=117>

San Luis Obispo Council of Governments

<http://www.slocogconnectingcommunities.com/2014-rtp.html>

Santa Barbara County Association of Governments

http://www.sbcag.org/planning/2040RTP/images_docs/Final2040RTP&SCS-Chapters.pdf

Shasta County Regional Transportation Planning Agency

Contact Dan Wayne; dwayne@srta.ca.gov

Southern California Association of Governments

<http://rtpscscag.ca.gov/Documents/2012/final/f2012RTPSCS.pdf>

Stanislaus Council of Governments

<http://www.stancog.org/vvs.shtm>

Tahoe Metropolitan Planning Organization

<http://tahoemppo.org/Mobility2035/>

Tulare County Association of Governments

<http://www.tularecog.org/Index.aspx?NID=162>

Local governments can enable the use of the SB 375 CEQA streamlining provisions in several ways. First, since project consistency with the sustainable communities strategy is a precondition for use of any of those tools, local governments can prepare local plans that are designed to ensure such consistency. Second, local plans, and environmental review for such plans, can be used to establish the criteria described in the SB 375 exemption, as well as address cumulative impacts that can further streamline use of a sustainable communities environmental assessment. Third, since Transit Priority Projects must meet certain density and floor area ratio criteria, a local government can ensure that its zoning accommodates such densities, particularly near transit stations.

Infill Streamlining (SB 226)

SB 226 (Simitian, 2011) streamlines environmental review under the California Environmental Quality Act for certain infill projects. The rules governing that streamlined process are contained in Public Resources Code Section 21094.5 and CEQA Guidelines Section 15183.3. Under the new rules, effects of an infill project that have already been analyzed in connection with a planning level decision, such as a general plan or zoning code, do not need to be analyzed again for each individual project. Only impacts that have not been previously considered, or are worse than previously analyzed, would need to undergo new environmental review. Even impacts that have not been previously considered will not require new environmental review if local development policies, such as traffic impact fees and construction noise ordinances, substantially mitigate those effects. Under these rules, after completing a checklist to determine eligibility, many infill projects may not need to do any additional CEQA review at all. Infill projects that satisfy performance criteria, primarily related to vehicle use, may be eligible to use this streamlined process. More information about the performance standards and streamlined process under SB 226 is available on [OPR's website](#).

Local governments can enable use of the SB 226 streamlining in several ways. Projects will benefit from the most streamlining where environmental review for local plans was as detailed and comprehensive as possible. Therefore, plans that specifically address infill in desired locations will mean less analysis is required for individual projects are proposed. Further, adoption of local development policies that address common environmental issues, such as noise ordinances, climate action plans, etc., will reduce the amount of analysis that needs to be done at the project level. Local governments and metropolitan planning organizations can also facilitate use of SB 226 streamlining by producing maps that clearly illustrate areas that are eligible for streamlining (i.e., near transit stations and in areas with low vehicle miles traveled).

Streamlining Transit-Oriented Development (SB 743)

SB 743 (Steinberg, 2013) streamlines the environmental review process for transit-oriented development in several ways. First, it removes parking and aesthetics as environmental considerations in urban infill areas within transit priority areas. Second, it modernizes the analysis of traffic impacts within transit priority areas, and potentially statewide. Third, it expands an exemption for projects in areas covered by a specific plan for which an environmental impact report has already been prepared. Additional information about SB 743 and streamlining for transit-oriented development is available on OPR's website.

Local governments can enable use of SB 743's streamlining provisions in several ways. First, preparing specific plans for areas within ½ mile of a transit station, and ensuring that such plans are consistent with a sustainable communities strategy, will enable residential, commercial and mixed use projects to make use of the CEQA exemption. Second, local government can ensure that local zoning allows residential, commercial and mixed use projects within ½ mile of major transit stops. Third, they can update parking and design guidelines so that parking and aesthetics issues do not remain barriers at the local level.

APPENDIX M – CLIMATE ADAPTATION RESOURCES FOR LOCAL GOVERNMENTS

Cities and counties are essential partners in California's efforts to plan for the impacts of climate change and implement adaptation strategies. Many impacts - increased fires, floods, severe storms and heat waves - are occurring already and will only become more frequent and more costly. There are many things that communities can do to protect against climate change impacts.

California's Climate Change Portal, <http://www.climatechange.ca.gov/> provides California jurisdictions with a [Resource Portal for Local Governments](#) that assists communities by providing information about achieving GHG emission reductions, and presenting decision-making frameworks to assist with interpreting climate science and developing your community's resiliency by reducing risks caused or intensified by climate change.

Additionally, a number of state agencies and departments provide helpful documents and tools to support communities in becoming adaptation aware.

Coastal

SEA-LEVEL RISE GUIDANCE REVISION

Agency/Department: CO-CAT/OPC

http://www.opc.ca.gov/webmaster/ftp/pdf/docs/2013_SLR_Guidance_Update_FINAL1.pdf

This document provides guidance for incorporating sea-level rise (SLR) projections into planning and decision making for projects in California. This document was developed by the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) in response to Governor Schwarzenegger's Executive Order S-13-08, issued on November 14, 2008, which directed state agencies to plan for sea-level rise and coastal impacts.

Emergency Preparedness

STATE HAZARD MITIGATION PLAN UPDATE

Agency/Department: CalEMA

http://hazardmitigation.calema.ca.gov/plan/state_multi-hazard_mitigation_plan_shmp

The State Hazard Mitigation Plan (SHMP) represents California's primary hazard mitigation guidance document and provides an updated and comprehensive description of the state's historical and current hazard analysis, mitigation strategies, goals and objectives. The SHMP reflects the state's commitment to reducing, preventing or eliminating potential risks and impacts of natural and human-caused disasters in keeping families, homes, businesses, communities and visitors, as safe as possible.

Multi

CALADAPT UPDATE

Agency/Department: California Energy Commission

<http://cal-adapt.org/>

Cal-Adapt is a web-based climate adaptation planning tool. Cal-Adapt allows the user to identify potential climate change risks in specific geographic areas throughout the state. Users can either query by location, or click on an interactive map to explore what climate impacts are projected to occur in their area of interest.

CLIMATE ADAPTATION STRATEGY (CAS) UPDATE

Agency/Department: Natural Resources

<http://www.climatechange.ca.gov/adaptation/strategy/>

This update augments previously identified strategies in light of advances in climate science and risk management options. The CAS summarizes climate change impacts and recommends adaptation strategies across seven sectors: Public Health; Biodiversity and Habitat; Oceans and Coastal Resources; Water; Agriculture; Forestry; and Transportation and Energy..

CLIMATE ADAPTATION PLANNING GUIDE

Agency/Department: Natural Resources/CalEMA

http://resources.ca.gov/climate_adaptation/local_government/adaptation_policy_guide.html

This guide (APG) provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It includes a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development. Usage of the APG allows for flexibility in the commitment of time, money, and effort to suit the needs of the community.

INDICATORS OF CLIMATE CHANGE IN CALIFORNIA REPORT

Agency/Department: CalEPA

<http://oehha.ca.gov/multimedia/epic/pdf/ClimateChangeIndicatorsReport2013.pdf>

Indicators of Climate Change in California characterizes the multiple facets of climate change in California. The report tracks trends in greenhouse gas levels that influence climate, changes in the state's climate, and the impacts of climate change on California's environment and people. The report does this by bringing together and displaying large amounts of scientific data as "indicators". These indicators rely on monitoring and research activities carried out by state and federal agencies, universities, and other research institutions.

Planning

CALIFORNIA LOCAL ENERGY ASSURANCE PLANNING (CALEAP) TOOL

Agency/Department: California Energy Commission(CEC)
<https://caleap.icfwebservices.com/>

The goal of the CEC-sponsored California Local Energy Assurance Planning (CaLEAP) project is to assist local governments with generating plans to become more energy resilient and ensuring the energy supply to “key assets.” CaLEAP: outlines a planning process; offers technical assistance to assist local governments with building local energy expertise and awareness of impacts and interdependencies; identifies deficiencies and vulnerabilities; and explores energy choices, including alternative resources, that are reliable, safe, diverse, affordable, and environmentally acceptable.

CLIMATE ACTION PLAN TECHNICAL ADVISORY

Agency/Department: OPR
http://opr.ca.gov/s_ceqaandclimatechange.php

Prior to enactment of the amendments to the California Environmental Quality Act (CEQA) Guidelines, OPR developed a Technical Advisory suggesting relevant ways to address climate change in CEQA analyses. It also lists potential mitigation measures, describes useful computer models, and points to other important resources. OPR is currently developing a Technical Advisory that will provide guidance on specific topics related climate action planning and the use of plans for the reduction of greenhouse gases in a CEQA analysis.

Public Health

INTEGRATING PUBLIC HEALTH INTO CLIMATE ACTION PLANS (CAP)

Agency/Department: CDPH
http://www.cdph.ca.gov/programs/CCDPPH/Documents/CAPS_and_Health_Published3-22-12.pdf

This document introduces: key health connections to climate change mitigation strategies; suggestions of where these fit into a CAP; a process for forging partnerships between planning and health organizations; links to data that will help planners identify and reference the existing health status of their jurisdiction; and supporting documentation, evidence, and resources. Additionally, it provides a number of examples of CAP strategies that integrate public health objectives, health departments, and community-based organizations that are making efforts to improve community health and reduce GHG emissions.

2013 GENERAL PLAN GUIDELINES UPDATE

Agency/Department: OPR
http://opr.ca.gov/docs/GPG_2013_One_Pager.pdf

This update to the General Plan Guidelines (GPG) evaluates the best ways to provide policy guidance in a user-friendly, online format and will explore the feasibility of creating templates to reduce the time and cost of updating a general plan. The GPG will be a resource for decision-makers, planners, and the public for the development and implementation of local general plans. It will provide guidance on general plan statutory requirements, consolidate GPG supplements, and provide advice on how the general plan can address contemporary planning issues.

COOL CALIFORNIA CLIMATE ACTION PLANNING PROCESS

Agency/Department: CARB
<http://www.coolcalifornia.org/local-government>

A step-by-step process to develop an inventory, create a Climate Action Plan, implement policies that reduce GHGs, monitor success towards achieving goals, and recognize achievement.

Public Health/Emergency Preparedness

EXTREME HEAT ADAPTATION GUIDANCE

Agency/Department: CARB/CDPH
<http://www.arb.ca.gov/cc/ab32publichealth/meetings/091012/extremeheatadaptationinterimguidance.pdf>

This Extreme Heat Adaptation Guidance document provides guidance for incorporating extreme heat projections into planning and decision-making in California based on current climate change models. This guidance focuses on the human health aspects of increasing temperatures in California, including longer and more frequent extreme heat events, which pose substantial additional risk of illness and death to the state’s residents, especially to vulnerable populations. It also provides recommendations from state agencies related to extreme heat preparedness and response; strategies for cooling the built environment; and mitigating the effects of urban heat islands.

Transportation

METROPOLITAN PLANNING ORGANIZATIONS (MPO) ADAPTATION GUIDANCE

Agency/Department: Caltrans

[http://www.dot.ca.gov/hq/tpp/offices/orip/climate_change/documents/FR3_CA_Climate_Change_Adaptation_Guide_2013-02-26 .pdf](http://www.dot.ca.gov/hq/tpp/offices/orip/climate_change/documents/FR3_CA_Climate_Change_Adaptation_Guide_2013-02-26.pdf)

This guide is designed to account for the varying capacities and resources among MPOs and Regional Transportation Planning Authorities (RTPA), featuring methods that can be used by organizations seeking to conduct sketch-level assessments of risk and vulnerability of regional transportation assets to climate impacts, or in-depth analysis incorporating separate stakeholder processes and geospatial analyses. While no requirement mandate incorporating climate adaptation into regional transportation planning, this guide provides information and tools to help MPOs and RTPAs anticipate the incorporation of climate assessment and adaptation into future planning efforts.

Water/Energy

WATER ENERGY STRATEGY

Agency/Department: WET-CAT

http://www.climatechange.ca.gov/climate_action_team/reports/wetcat/WETCAT_Water_Energy_Strategy_2012-2014.pdf

The Water Energy Team of the Climate Action Team (WET-CAT) are State and Federal agencies tasked with integrating regulation with support for planning, research, data analysis, technical tools, and funding to leverage regional projects and programs to implement greenhouse gas (GHG) mitigation measures. The long term vision of these agencies is to 1) achieve large water and energy savings and efficiencies through integrated planning and inter-agency coordination; 2) maximize GHG emission reductions and adaptation opportunities; 3) reduce or eliminate risks from changing hydrological and ocean conditions; 4) meet state renewables goals with active participation of water sector utilities; and 5) enhance use of ambient data collection and models to inform planners and permit writers about long term climate-related trends.

Water

CALIFORNIA WATER PLAN UPDATE

Agency/Department: Department of Water Resources

<http://www.waterplan.water.ca.gov/cwpu2013/ae/index.cfm>

The California Water Plan provides a collaborative planning framework for elected officials, agencies, tribes, water and resource managers, businesses, academia, stakeholders, and the public to develop findings and recommendations and make informed decisions for California's water future. The plan, updated every five years, presents the status and trends of California's water-dependent natural resources; water supplies; and agricultural, urban, and environmental water demands for a range of plausible future scenarios. The California Water Plan also evaluates different combinations of regional and statewide resource management strategies to reduce water demand, increase water supply, reduce flood risk, improve water quality, and enhance environmental and resource stewardship.

SEA-LEVEL RISE REGULATIONS LOCAL COASTAL PROGRAM (LCP)

Agency/Department: Coastal Commission

<http://www.coastal.ca.gov/climate/SLRguidance.html>

Proposed LCP guidelines to incorporate sea level rise and the impacts of climate change into the Coastal Commission's decision-making framework.

APPENDIX N – STATE PLANNING PRIORITIES (65041.1)

TITLE 7, DIVISION 1, CHAPTER 1.5, ARTICLE 5 OF THE GOVERNMENT CODE

65041.1. The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows:

- (a) To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserving cultural and historic resources.
- (b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.
- (c) To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:
 - (1) Uses land efficiently.
 - (2) Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
 - (3) Is located in an area appropriately planned for growth.
 - (4) Is served by adequate transportation and other essential utilities and services.
 - (5) Minimizes ongoing costs to taxpayers

APPENDIX O– HEALTHY COMMUNITIES FRAMEWORK

WHAT IS A HEALTHY COMMUNITY?

A HEALTHY COMMUNITY PROVIDES FOR THE FOLLOWING THROUGH ALL STAGES OF LIFE:

Meets basic needs of all

- Safe, sustainable, accessible, and affordable transportation options
- Affordable, accessible and nutritious foods, and safe drinkable water
- Affordable, high quality, socially integrated, and location-efficient housing
- Affordable, accessible and high quality health care
- Complete and livable communities including quality schools, parks and recreational facilities, child care, libraries, financial services and other daily needs
- Access to affordable and safe opportunities for physical activity
- Able to adapt to changing environments, resilient, and prepared for emergencies
- Opportunities for engagement with arts, music and culture

Quality and sustainability of environment

- Clean air, soil and water, and environments free of excessive noise
- Tobacco- and smoke-free
- Green and open spaces, including healthy tree canopy and agricultural lands
- Minimized toxics, greenhouse gas emissions, and waste
- Affordable and sustainable energy use
- Aesthetically pleasing

Adequate levels of economic and social development

- Living wage, safe and healthy job opportunities for all, and a thriving economy
- Support for healthy development of children and adolescents
- Opportunities for high quality and accessible education
- Health and social equity
- Social relationships that are supportive and respectful
- Robust social and civic engagement
- Socially cohesive and supportive relationships, families, homes and neighborhoods
- Safe communities, free of crime and violence

California Health in All Policies Task Force. (2010, December 3). Health in All Policies Task Force Report to the Strategic Growth Council. Retrieved from: http://sgc.ca.gov/hiap/docs/publications/HiAP_Task_Force_Report.pdf. Used with permission.

APPENDIX P – STATE RESOURCES ONLINE

LEGISLATION

AB32: CALIFORNIA GLOBAL WARMING SOLUTIONS ACT OF 2006
http://www.leginfo.ca.gov/pub/05-06/bill/asm/ab_0001-0050/ab_32_bill_20060927_chaptered.pdf

PROPOSITION 84: SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006
http://www.parks.ca.gov/pages/1008/files/prop_84_text.pdf

SB 375: REGIONAL GREENHOUSE GAS EMISSION REDUCTION TARGETS http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

SB 732: STRATEGIC GROWTH COUNCIL STATUTE (SEE APPENDIX K)
http://www.leginfo.ca.gov/pub/07-08/bill/sen/sb_0701-0750/sb_732_bill_20080930_chaptered.pdf

STATE PLANNING PRIORITIES (Government Code 65041.1)
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=65041.1 or **See Appendix N**

SB 226: CEQA STREAMLINING OPPORTUNITIES
REFERRED TO IN FOCUS AREA #1 (See Appendix L)
http://leginfo.ca.gov/pub/11-12/bill/sen/sb_0201-0250/sb_226_bill_20111004_chaptered.html

SB 743: STREAMLINING TRANSIT-ORIENTED DEVELOPMENT
REFERRED TO IN FOCUS AREA #1 (See Appendix L)
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743

STATE PLANNING DOCUMENTS

Air Quality

STATE IMPLEMENTATION PLANS

Agency/Department: ARB

<http://www.arb.ca.gov/planning/sip/sip.htm>

TRANSPORTATION STRATEGIES AND AIR QUALITY

Agency/Department: ARB

<http://www.arb.ca.gov/planning/tsaq/tsaq.htm>

EMISSION REDUCTION PLAN FOR PORTS AND GOODS MOVEMENT

Agency/Department: Air Resources Board

<http://www.arb.ca.gov/planning/gmerp/gmerp.htm>

DIESEL RISK REDUCTION PLAN

Agency/Department: Air Resources

Board <http://www.arb.ca.gov/diesel/documents/rrpapp.htm>

Climate

AB 32 SCOPING PLAN

Agency/Department: ARB

<http://www.arb.ca.gov/cc/scopingplan/scopingplan.htm>

SB 375 IMPLEMENTATION

Agency/Department: ARB

<http://www.arb.ca.gov/cc/sb375/sb375.htm>

CAP-AND-TRADE AUCTION PROCEEDS INVESTMENT PLAN

Agency/Department: ARB and DOF

<http://www.arb.ca.gov/cc/capandtrade/auctionproceeds/auctionproceeds.htm>

CLIMATE ADAPTATION STRATEGY

Agency/Department: Resources

<http://www.climatechange.ca.gov/adaptation/index.html>

VISION FOR CLEAN AIR: A FRAMEWORK FOR AIR QUALITY AND CLIMATE PLANNING

Agency/Department: ARB

<http://www.arb.ca.gov/planning/vision/vision.htm>

Conservation

CALIFORNIA FIRE PLAN

Agency/Department: CalFire

http://cdfdata.fire.ca.gov/fire_er/fpp_planning_cafireplan

STATE WILDLIFE ACTION PLAN

Agency/Department: Fish and Wildlife

<http://www.dfg.ca.gov/SWAP/SWAP-2015-Update-Vision.pdf>

CALIFORNIA OUTDOOR RECREATION PLAN

Agency/Department: Parks

http://www.parks.ca.gov/?page_id=23880

Energy

BIOENERGY ACTION PLAN

Agency/Department: Resources

http://www.resources.ca.gov/docs/2012_Bioenergy_Action_Plan.pdf

DESERT RENEWABLE ENERGY CONSERVATION PLAN (DRECP)

Agency/Department: California Energy Commission /CDFG

<http://drecp.org/index.htm>

LONG TERM ENERGY EFFICIENCY STRATEGIC PLAN

Agency/Department: CPUC

<http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/eesp>

ASSEMBLY BILL 118 AIR QUALITY IMPROVEMENT PROGRAM FUNDING PLAN

Agency/Department: California Energy Commission

http://www.arb.ca.gov/msprog/ajip/fundplan/proposed_ajip_fp_fy1314.pdf

Multi

ENVIRONMENTAL GOALS AND POLICY REPORT

Agency/Department: GO/OPR

http://opr.ca.gov/s_egpr.php

INTEGRATED ENERGY POLICY REPORT

Agency/Department: California Energy Commission

http://www.energy.ca.gov/2012_energyolicy/

PROPOSITION 39 INVESTMENT PLAN

Agency/Department: Governor's Office/Legislature

<http://www.energy.ca.gov/efficiency/proposition39/>

STATE ENERGY ACTION PLAN

Agency/Department: CEC/CPUC

http://www.energy.ca.gov/energy_action_plan/

CALIFORNIA STRATEGIC GROWTH COUNCIL STRATEGIC PLAN

Agency/Department: Strategic Growth Council

<http://sgc.ca.gov/docs/workplan/strategicplan-01-24-12.pdf>

Public Health

PUBLIC HEALTH STRATEGIC MAP

Agency/Department: Public Health

http://www.cdph.ca.gov/Documents/CDPH_Strategic_Map_2012.pdf

2010 CALIFORNIA OBESITY PREVENTION PLAN

Agency/Department: Public Health

<http://www.cdph.ca.gov/programs/COPP/Pages/CaliforniaObesityPreventionPlan.aspx>

CALIFORNIA WELLNESS PLAN DRAFT SYNOPSIS

Agency/Department: Public Health

<http://www.cdph.ca.gov/programs/cdcb/Documents/CA%20Wellness%20Plan%20Draft%20-%20Synopsis.pdf>

Transportation

CALIFORNIA STATE RAIL PLAN

Agency/Department: Caltrans

<http://californiastaterailplan.dot.ca.gov/>

CALIFORNIA TRANSPORTATION PLAN

Agency/Department: Caltrans

<http://www.dot.ca.gov/hq/tpp/californiainterregionalblueprint/index.shtml>

COMPLETE STREETS IMPLEMENTATION ACTION PLAN

Agency/Department: Caltrans

http://www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets_files/6_13_12_Complete_Streets_IAP_March2010_posted_052413.pdf#zoom=75

CONTRIBUTION OF THE HIGH-SPEEDRAIL PROGRAM TO REDUCING CALIFORNIA'S GREENHOUSE GAS EMISSION LEVELS

Agency/Department: High Speed Rail Authority

http://www.hsr.ca.gov/docs/about/legislative_affairs/HSR_Reducing_CA_GHG_Emissions_2013.pdf

HIGH SPEED RAIL 2012 REVISED BUSINESS PLAN

Agency/Department: High Speed Rail Authority

http://www.hsr.ca.gov/docs/about/business_plans/BPlan_2012_rpt.pdf

ZEV ACTION PLAN

Agency/Department: GO/OPR

[http://opr.ca.gov/docs/Governor's_Office_ZEV_Action_Plan_\(02-13\).pdf](http://opr.ca.gov/docs/Governor's_Office_ZEV_Action_Plan_(02-13).pdf)

Water

CALIFORNIA WATER PLAN

Agency/Department: Department of Water Resources
<http://www.waterplan.water.ca.gov/cwpu2013/ae/index.cfm>

SAFE DRINKING WATER STATE REVOLVING FUND

Agency/Department: Public Health
<http://www.cdph.ca.gov/services/funding/Pages/SRF.aspx>

CALIFORNIA OCEAN PLAN

Agency/Department: SWRCB
http://www.waterboards.ca.gov/water_issues/programs/ocean/

REGIONAL BOARD WATER QUALITY CONTROL PLANS (BASIN PLANS)

Agency/Department: SWRCB
http://www.waterboards.ca.gov/plans_policies/#plans

CALIFORNIA STATE COASTAL CONSERVANCY STRATEGIC PLAN

Agency/Department: Coastal Conservancy
<http://scc.ca.gov/files/2013/03/SCC-Strategic-Plan-2013-18.pdf>

GUIDANCE

Climate

CEQA AND CLIMATE CHANGE / CLIMATE ACTION PLANNING TECHNICAL ADVISORIES

Agency/Department: CalEMA, Natural Resources, FEMA
http://resources.ca.gov/climate_adaptation/local_government/adaptation_policy_guide.html

CLIMATE CHANGE AND CLIMATE ACTION PLANNING TECHNICAL ADVISORIES

Agency/Department: Office of Planning and Research
http://opr.ca.gov/s_ceqaandclimatechange.php

INDICATORS OF CLIMATE CHANGE IN CALIFORNIA

Agency/Department: Office of Environmental Health Hazard Assessment
<http://www.oehha.ca.gov/multimedia/epic/pdf/ClimateChangeIndicatorsReport2013.pdf>

Conservation

POLICIES GOVERNING GRANT AGREEMENTS AND CONSERVATION EASEMENTS

Agency/Department: Wildlife Conservation Board
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=22147&inline=1>

GUIDELINES FOR CLASSIFICATION AND DESIGNATION OF MINERAL LANDS

Agency/Department: Conservation
<http://www.conservation.ca.gov/smgb/Guidelines/Documents/ClassDesig.pdf>

HABITAT CONSERVATION PLANNING PROGRAMS

Agency/Department: Fish and Wildlife
<http://www.dfg.ca.gov/habcon/>

Energy

ENERGY AWARE PLANNING GUIDE (2011 EDITION)

Agency/Department: CEC/CPUC
http://www.energy.ca.gov/energy_aware_guide/index.html

INTEGRATED ENERGY POLICY REPORT

Agency/Department: California Energy Commission
http://www.energy.ca.gov/2012_energy policy/

IMPLEMENTING CALIFORNIA'S LOADING ORDER FOR ELECTRICITY RESOURCES

Agency/Department: California Energy Commission
<http://www.energy.ca.gov/2005publications/CEC-400-2005-043/CEC-400-2005-043.PDF>

PROPOSITION 39 CALIFORNIA CLEAN ENERGY JOBS ACT 2013 DRAFT GUIDELINES - PROGRAM IMPLEMENTATION

Agency/Department: California Energy Commission
<http://www.energy.ca.gov/2013publications/CEC-400-2013-010/CEC-400-2013-010-D.pdf>

ZEV COMMUNITY READINESS GUIDEBOOK

Agency/Department: Office of Planning & Research
http://opr.ca.gov/docs/ZEV_Guidebook.pdf

Land Use

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

Agency/Department: Office of Planning & Research
http://opr.ca.gov/s_ceqaguidelines.php

GENERAL PLAN GUIDELINES

Agency/Department: Office of Planning & Research
<http://ceres.ca.gov/planning/genplan/gpg.pdf>

HOUSING ELEMENT GUIDANCE

Agency/Department: Housing & Community Development
<http://www.hcd.ca.gov/hpd/HE%20Guidance%20Complete%20package.pdf>

DEFAULT HOUSING DENSITY STANDARD OPTION – 2010 CENSUS UPDATE

Agency/Department: Housing & Community Development
http://www.hcd.ca.gov/hpd/Default_2010census_update.pdf

LAFCOS, GENERAL PLANS, AND CITY ANNEXATIONS

Agency/Department: Office of Planning & Research
http://opr.ca.gov/docs/LAFCOs_GeneralPlans_City_Annexations.pdf

LAND USE, GENERAL PLANS, AND DISADVANTAGED COMMUNITIES TECHNICAL ADVISORY

Agency/Department: Office of Planning & Research
http://opr.ca.gov/docs/SB244_Technical_Advisory.pdf

PLANNERS GUIDE TO SPECIFIC PLANS

Agency/Department: Office of Planning & Research
http://opr.ca.gov/docs/specific_plans.pdf

TRANSIT ORIENTED DEVELOPMENT (TOD) RESOURCES

Agency/Department: Housing & Community Development
<http://www.hcd.ca.gov/hpd/tod.pdf>

Public Health

BURDEN OF CHRONIC DISEASE AND INJURY – 2013 REPORT

Agency/Department: Public Health
<http://www.cdph.ca.gov/programs/Documents/BurdenReportOnline%2004-04-13.pdf>

CHRONIC DISEASE PREVENTION FRAMEWORK

Agency/Department: Public Health
<http://www.cdph.ca.gov/programs/cclho/Documents/ChronicDiseaseReportFINAL.pdf>

CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICERS

Agency/Department: Public Health
<http://www.cdph.ca.gov/PROGRAMS/CCLHO/Pages/default.aspx>

LET'S GET HEALTHY CALIFORNIA 2012 FINAL REPORT

Agency/Department: Public Health
<http://www.chhs.ca.gov/Documents/Let%27s%20Get%20Healthy%20California%20Task%20Force%20Final%20Report.pdf>

HEALTH IN ALL POLICIES: A GUIDE FOR STATE AND LOCAL GOVERNMENTS

Agency/Department: Public Health
<http://www.phi.org/resources/?resource=hiapguide>

MAPS AND TOOLS

Data Sets

HEALTHY COMMUNITIES DATA AND INDICATORS PROJECT (HCI)

Agency/Department: Public Health
<http://www.cdph.ca.gov/programs/Pages/HealthyCommunityIndicators.aspx>

THE CALIFORNIA PROTECTED AREAS DATABASE

Agency/Department: Strategic Growth Council
<http://www.calands.org/data>

Database

CALGOLD DATABASE FOR PERMIT ASSISTANCE

Agency/Department: Office of Business & Economic Development
<http://www.calgold.ca.gov/>

LOCAL AND REGIONAL TRANSPORTATION PLANNING AUTHORITIES

Agency/Department: Caltrans
http://www.dot.ca.gov/hq/tpp/offices/orip/index_files/Updated%20Files/new_regional_contacts_8-13.xls

CALIFORNIA GEOPORTAL

Agency/Department: California Department of Technology
<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>

Maps

GOVERNOR'S OFFICE: INTERACTIVE MAP - BUSINESS RESOURCES

Agency/Department: Office of Business & Economic Development

<http://business.ca.gov/InteractiveMap.aspx>

THE CALIFORNIA GEOPORTAL

Agency/Department: California Department of Technology

<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>

NATURAL COMMUNITY CONSERVATION PLAN MAP

Agency/Department: Fish and Wildlife

<http://www.dfg.ca.gov/habcon/nccp/status.html>

Resource Websites and Tools

ARB COOL CALIFORNIA: LOCAL GOVERNMENT ASSISTANCE WEBSITE

Agency/Department: CARB

<http://www.coolcalifornia.org/article/climate-action-planning>

CERES PLANNING AND NATURAL RESOURCE INFORMATION

Agency/Department: Natural Resources

<http://www.ceres.ca.gov>

CALIFORNIA COMMUNITIES ENVIRONMENTAL HEALTH SCREENING TOOL (CALENVIROSCREEN 1.1)

Agency/Department: Office of Environmental Health Hazard Assessment

<http://oehha.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=1d202d7d9dc84120ba5aac97f8b39c56ll>

CALIFORNIA LOCAL ENERGY ASSURANCE PLANNING (CALEAP) TOOL

Agency/Department: CalEPA

<https://caleap.icfwebservices.com/>

SEEC GHG INVENTORY AND FORECAST TOOLS UPDATE

Agency/Department: CARB/OPR

http://californiaseec.org/resources-guidance/resources-guidance-collection/#b_start=0

RESOLUTION NO. 14-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of applications by the Applicants governing board before submission of said applications to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

NOW THEREFORE, the City Council of the City of Cudahy hereby resolves:

SECTION 1. The actions contemplated herein do not constitute a projects subject to the California Environmental Quality Act, Public Resources Code section 21000 et seq. "CEQA" and its implementing regulations, 14 California Code Regulations section 15000 et sec. (the "CEQA Guidelines"), as they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines sections 15060(c)(2)-(3), 15378.

SECTION 2.

1. Approves the filing of an application for the Cudahy Strategic Planning Grant in order to become a sustainable community;
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so, and
4. Certifies that the Proposal will comply with any applicable laws and regulations.
5. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014 BY THE FOLLOWING ROLL CALL VOTE:



AGENDA REPORT

MEETING DATE: February 18, 2014

TO: Honorable Vice Mayor and Members of the City Council

THROUGH: Henry Garcia, City Manager

FROM: Rick R. Olivarez, City Attorney

TITLE: **Consideration and Ratification of First Amendment to Agreement with Olivarez Madruga, P.C. for General Legal Services to Establish a Fixed Monthly Retainer**

RECOMMENDATION:

Consider the attached agreement and, if it so desires, approve the same.

BACKGROUND/DISCUSSION:

Over the past month and a half, the City Council in consultation with City staff has attempted to explore ways of adjusting the current compensation structure for City Attorney services in the interest of containing legal costs and creating greater budgeting predictability for City Attorney services.

It is proposed that the City Council consider implementing a fixed monthly retainer compensation structure for a core range of routine legal services. Under the retainer, the City Attorneys office compensation to perform certain identified core services would be fixed at \$20,000 per month. Under this system, the City would only pay \$20,000 for the core work even if the actual attorney hours worked multiplied by the firm's hourly rates would produce a larger bill. The range of base retainer services are set forth in Exhibit "A" to the attached First Amendment to the current City Attorney service agreement.

The foregoing notwithstanding, there would be significant carve outs to the base retainer for so-called "Special Matters." Special matters would continue to be billed at an hourly rate and would be paid on top of the City's payment of the \$20,000 base retainer. Special matters generally include legal work that is not entirely controllable by the City Attorney, the City Council or City staff. One prominent example is litigation, where the amount of legal time devoted is largely driven by the degree to which the City's legal adversaries wish to continue litigating a matter and the intensity with which they choose to move forward with the litigation (e.g., an intensive discovery schedule and aggressive motion practice). Special matters also include matters like the review and response to Public Records requests, the receipt of subpoenas, internal investigations, including personnel investigations, and representation relating to the City's compliance with State Department of Finance requirements regarding redevelopment dissolution. The full range of special matters are set forth in Exhibit "B" of the attached First Amendment to the current City Attorney service agreement.

As per the direction given at the City Council's last meeting of February 4, 2014, the proposed work scope has been modified to fold general labor and employment advice and consultation into the general retainer while leaving specific labor and employment representation either in proceedings affecting specific employees or in specific collective bargaining negotiations under the special matters retainer. The agreement would also apply to billings effective as of February 1, 2014.

FISCAL IMPACT:

The proposed amendment should bring stability to general legal counsel attorney costs and create greater budgeting predictability.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The actions contemplated herein do not constitute a project subject to the California Environmental Quality Act, Public Resources Code section 21000 et seq. "CEQA" and its implementing regulations, 14 California Code Regulations section 15000 et seq. (the "CEQA Guidelines"), as they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines sections 15060(c)(2)-(3), 15378.

CONCLUSION: Consider the attached agreement and, if it so desires, approve the same.

Attachments (3)

2014
FIRST AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES
(City of Cudahy - Olivarez Madruga, P.C.)

THIS FIRST AMENDMENT (“Amendment”) to that certain agreement entitled “Agreement for City Attorney Services” dated as of July 5, 2011 (hereinafter, the “Master Agreement”) is hereby made and entered into this ____ day of _____, 2014 (the “Effective Date”) by and between the CITY OF CUDAHY (“CITY”) and OLIVAREZ MADRUGA, P.C., formerly Olivarez, Gallagher & Padilla, P.C. (hereinafter, “FIRM”). For purposes of this Amendment, the capitalized term “Parties” shall be a collective reference to both CITY and FIRM and the capitalized term “Party” shall refer to CITY or FIRM interchangeably as appropriate.

RECITALS

This Amendment is made and entered into with respect to the following facts:

WHEREAS, on or about July 5, 2011, the Parties executed the Master Agreement for the performance of City Attorney Services by FIRM for CITY (a true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit “C”); and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and FIRM agree as follows:

1. Section 3 (Compensation) of the Master Agreement is hereby repealed and replaced in its entirety with the following amended compensation terms which shall provide as follows:

FIRM shall be compensated in accordance with the compensation terms set forth under Exhibit “A” of this Amendment. *The compensation terms set forth in exhibit shall apply to all invoicing of FIRM effective as of February 1, 2014.*

2. Section 6 (Responsibilities of FIRM) of the Master Agreement is hereby repealed and replaced in its entirety as follows:

A. FIRM agrees to provide legal services as to all matters, as designated by CITY, which include general municipal law and other related legal issues as requested by CITY. Rick R. Olivarez shall be designated as City Attorney. All other members of FIRM shall have the authority to serve on behalf of CITY as needed and directed by Rick R. Olivarez.

B. In accordance with the compensation terms set forth under Exhibit “A” of this Amendment, FIRM agrees to discharge the duties of the

office for CITY and provide legal services to CITY on all legal matters, except as otherwise provided under the Master Agreement, this Amendment, or as otherwise mutually agreed upon by the Parties. FIRM's services shall consist of both "Basic Retainer Services" and "Special Matters" as both terms are defined in Exhibit "B" (Description of Services) of this Amendment (hereinafter, "Description of Services") which is attached and incorporated hereto by this reference.

3. The Parties further acknowledge, understand and agree that since the execution of the Master Agreement, FIRM's name has changed to Olivarez Madruga, P.C., but that said name change has not substantively or materially altered the composition or internal organization of FIRM. This name change is authorized as long as Rick R. Olivarez remains as City Attorney.

4. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

5. The provisions of this Amendment shall be deemed a part of the Master Agreement and, except as otherwise provided for under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict of inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall control, but only insofar as such provisions conflict with the Master Agreement and no further.

6. This Amendment shall be executed in two counterparts, with one such fully executed counterpart returned to FIRM and the other maintained by CITY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed on the day and year first appearing above:

CITY OF CUDAHY

OLIVAREZ MADRUGA, P.C.

By: _____
Jack Guerrero, Mayor

By: _____
Rick R. Olivarez, Managing Partner

Date: _____

Date: _____

ATTEST:

Angela Bustamante, Deputy City Clerk

**EXHIBIT A
COMPENSATION TERMS**

(Added by way of First Amendment to July 5, 2011 Master Agreement)

1. BASIC RETAINER SERVICES:

A. In consideration of FIRM's performance of the Basic Retainer Services, as defined in Exhibit "B" to that certain First Amendment to the July 5, 2011 Master Agreement between CITY and FIRM, FIRM shall receive the base flat sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)** per month (hereinafter, the "Base Retainer").

B. For any disputes as to whether legal services are "Basic Retainer Services" or "Special Matters," the City Manager and FIRM shall negotiate, in good faith, a resolution. Should no resolution be reached, the matter shall be submitted to the City Council for final consideration.

C. FIRM will track attorney hours devoted to the performance of Base Retainer Services and shall make such information available to CITY upon request. Every year on the anniversary of the Effective Date of this Amendment, the Parties will also review FIRM's tracked hours and, based upon such review, shall adjust the amount of the Base Retainer in a manner mutually acceptable to the Parties. The Parties shall conduct similar reviews at the end of the first quarter of each subsequent CITY Fiscal Year and make any additional adjustments to the Base Retainer as the Parties find mutually acceptable.

2. SPECIAL MATTERS:

A. FIRM shall be compensated for the performance of Special Matters, as defined in Exhibit "B" to that certain First Amendment to the July 5, 2011 Master Agreement between CITY and FIRM, on an hourly basis in accordance with the following hourly rate schedule:

- Partners \$195.00 / Hr.
- Associates \$190.00 / Hr.
- Paralegals/Law Clerks \$100.00 / Hr.

B. FIRM shall prepare an itemized monthly billing invoice following the conclusion of each calendar month for all Special Matters worked on by FIRM during the month. The invoice shall reasonably describe the work, services and tasks performed; the attorney performing the work, services or tasks; the attorney's corresponding hourly rate; the number of hours (or fraction thereof) devoted to performing the specific work, services or tasks; and all related subtotals and grand totals. FIRM will keep time records in increments of one-tenth (1/10) of an hour.

3. OUT-OF-POCKET EXPENSES:

Independent of and above any compensation due FIRM pursuant to Sections 1 and 2 of this exhibit, above, CITY shall also reimburse FIRM for actual, Out-of-Pocket expenses which include, but are not limited to, the following: long distance telephone calls (other than calls between CITY and FIRM), court filing fees (including filing fees for administrative proceedings), deposition fees, witness fees, costs for investigation services, service of process

fees, courier costs, and other related court costs, authorized air travel and costs of travel accommodations for litigation matters handled on behalf of CITY, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to CITY for approval as part of the monthly billing statement. No individual cost in excess of \$500 shall be incurred without the approval of the City Manager or his/her designee. Out-of- Pocket expenses shall be charged in accordance with the following schedule:

Facsimiles	\$00.50 per page
Copies	\$00.20 per page
Mileage	\$00.565 per mile
Travel Time.....	One-way only
Non-local Air Travel.....	At Cost
Postage, long distance telephone and other Out-of-Pocket Expenses	At Cost

FIRM does not charge for word processing or computer usage, with the exception of internet-based legal research (e.g., Lexis, Westlaw).

4. PAYMENT OF INVOICES AND FEE DISPUTES:

A. All undisputed sums set forth in FIRM’s monthly invoice(s) shall be due and payable within thirty (30) calendar days from the end of the calendar month to which the invoice corresponds.

B. In the event CITY disputes any Out-of-Pocket expense charged to CITY for any charge associated with FIRM’s performance of any Special Matter(s), CITY shall have fourteen (14) calendar dates from the date FIRM issues its invoice containing the disputed charge within which to issue written notice to FIRM of the disputed charge. The Parties shall have fifteen (15) days from the date of CITY’s written notice to FIRM to resolve the matter on their own, acting in good faith. If the Parties are unable to resolve the matter on their own within the 15-day resolution period, the Parties shall refer the matter to a neutral third party who is a licensed mediator with experience in resolving legal fee disputes. The Parties shall split the cost of any such neutral third party mediator. The failure of CITY to timely issue notice of dispute to FIRM shall be interpreted to mean that CITY does not dispute any fee or charge contained in FIRM’s invoice and shall operate as a waiver of CITY’s right to later dispute the subject fee(s) or charge(s).

EXHIBIT B
(DESCRIPTION OF SERVICES)
(Added By Way of First Amendment to July 5, 2011 Master Agreement)

1. BASIC RETAINER SERVICES:

For purposes of the July 5, 2011 Master Agreement between FIRM and CITY and the First Amendment to the same, the capitalized term “Basic Retainer Services” means and includes the following:

- A. Routine legal advice and consultation provided to the City Council and to City staff relating to general public law issues, potential tort liability and risk management;
- B. The review of agendas and related consultation with City staff and members of the City Council regarding the proper placement and/or description of business items on agendas;
- C. Except as otherwise provided under Section 2, below, the preparation, review and editing of legal opinions, ordinances, resolutions, contracts and other legal documents;
- D. The monitoring of pending state and federal legislation and regulations, and new case law, as appropriate;
- E. *General advice and consultation on labor and employment issues, inclusive of the drafting of written opinions and analyses regarding same, but excluding any such work performed as part of the representation of CITY in any specific administrative proceeding, legal dispute, claim or lawsuit;*
- F. The drafting, review and administration of contracts that CITY may execute with special legal counsel. Such administration shall include oversight services such as review of attorney invoices, coordination of special legal counsel’s activities, and direction to special legal counsel with regard to strategies and communication;
- G. Attendance at all regular meetings of the City Council, excluding any adjourned regular meetings;
- H. The performance of all duties of the office of City Attorney except to the extent such duties are included within the definition of “Special Matter” under Section 2 of this exhibit, below; and
- I. The first one (1) hour of attorney time spent reviewing, analyzing, redacting and/or developing a written response to any single California Public Records Act request (Gov. Code section 6250 et seq.).

2. SPECIAL MATTERS:

For purposes of the of the July 5, 2011 Master Agreement between FIRM and CITY and the First Amendment to the same, the capitalized term “Special Matters” means and includes the following:

- A. The drafting of legal documents and provision of legal analysis in anticipation of litigation under those circumstances where CITY has received at least one (1) oral or written communication that a party intends to initiate or is ready to initiate litigation or an administrative or regulatory enforcement action against CITY;
- B. The prosecution and/or defense of all civil actions, writ proceedings and/or administrative enforcement actions or criminal enforcement proceedings brought by CITY or to which CITY is otherwise a party or real party in interest. Such representation shall encompass attendance at all hearings, depositions, arbitration or mediation proceedings, trials and the like and all preparation required for the same. Such representation shall also include the review, analysis (including all legal analysis) and drafting of all pleadings, discovery and other legal documents relating to such proceedings and the drafting and review of all correspondence, memoranda or reports relating to the same;
- C. The conduct investigations and/or the supervision investigators engaged by CITY in connection with any matter;
- D. The negotiation, drafting, review and/or editing of complex land development documents and related instruments for development or other land use projects in which CITY is a party;
- E. The defense and/or representation of CITY in the disposition of all workers’ compensation claim matters;
- F. The defense and/or representation of CITY in the conduct of employee layoffs, reassignment, disciplinary proceedings and/or termination proceedings beyond general legal advice and consultation. Special services include drafting of notices for intent to discipline, attending investigative or disciplinary proceedings and all preparation and representation at all such proceedings, including the preparation of briefs, correspondence and reports in the conduct of the same.
- G. The representation of CITY in collective bargaining negotiations or proceedings for represented employees and the representation of CITY in labor and employment negotiations with unrepresented employees;
- H. Attendance at (i) all special meetings, adjourned regular meetings or emergency meetings of the City Council; (ii) all regular, special, adjourned or emergency meetings of the Planning Commission; and (iii) all regular special, adjourned or emergency meetings of any other standing committee/commission or ad hoc committee/commission of CITY;
- I. Any attorney time in excess of the first one (1) hour spent reviewing, analyzing, redacting and/or developing a written response to any single California Public Records Act request (Gov. Code section 6250 et seq.);

- J. The review, analysis and/or coordination of any response to any and all criminal or civil subpoenas served on CITY or upon an official, officer or employee of CITY to the extent such subpoena is served upon such official, officer or employee in his or her official capacity and not in his or her personal capacity unless otherwise directed by the City Council and authorized by law;
- K. The conduct, coordination or management of any internal investigations including, but not limited to, participation in investigative interviews, the preparation and/or review of all correspondence and reports, and attendance at all proceedings (excluding regular meetings of the City Council) in which such matters are discussed or addressed;
- L. The representation of CITY as successor to the former redevelopment agency or as successor housing agency including, but not limited to, attendance at all meetings for the same, all communications with interested public agencies and the preparation of any and all documents or reports that must be submitted to the State Department of Finance or other state regulatory bodies; and
- M. All other matters other than those covered under the definition of Basic Retainer Services and all other additional "Special Matters" as may be identified from time-to-time by motion or resolution of the City Council.

EXHIBIT C
[TRUE AND CORRECT COPY OF JULY 5, 2011 MASTER AGREEMENT]

AGREEMENT FOR CITY ATTORNEY SERVICES

THIS AGREEMENT entered into this 5th day of July, 2011 ("Agreement"), by and between the CITY OF CUDAHY (herein collectively referred to as "CITY") and OLIVAREZ, GALLAGHER & PADILLA, P.C. (herein referred to as "FIRM") do hereby agree as follows:

1. SERVICES. CITY does hereby retain FIRM and FIRM does hereby accept CITY as a client for the purpose of representing the CITY as City Attorney and General Counsel. Rick R. Olivarez shall be designated as the City Attorney. Richard Padilla and Isabel Birrueta shall be designated as the Assistant City Attorneys. FIRM agrees to provide legal services as herein below described and at the rates as further set forth in this Agreement.

2. TERM. This Agreement shall be effective July 5, 2011, and shall continue hereafter until terminated by the CITY or FIRM as provided herein.

3. COMPENSATION. FIRM shall prepare an itemized monthly billing on or about the tenth day of each month. CITY shall review FIRM's itemized monthly billing and approve payment of authorized charges to FIRM as promptly as possible. FIRM will keep time records in one-tenth hour increments. In consideration of the FIRM providing the CITY with City Attorney services, the FIRM shall be compensated at hourly billing rates as listed on Exhibit A, attached.

4. COSTS. FIRM shall be reimbursed for all out-of-pocket costs and expenses advanced by FIRM. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, costs for investigation, service of process fees and other related court costs, air travel, costs of accommodation for matters on behalf of CITY, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to CITY for approval as part of the monthly billing statement. No individual cost in excess of \$500 shall be incurred without the approval of the City Manager or his/her designee.

6. RESPONSIBILITIES OF FIRM. FIRM agrees to provide legal services as to all matters as designated by CITY which includes general municipal law and other related legal issues as requested by CITY. Rick R. Olivarez shall be designated as City Attorney. All other members of FIRM shall have the authority to serve on behalf of CITY as needed and directed by Rick R. Olivarez. The FIRM shall have Rick R. Olivarez present at City Council meetings and at other meetings as CITY deems appropriate. Rick R. Olivarez shall be present at such meetings except for reasonable vacations, illness or emergency absences at which time a member from FIRM shall be assigned to represent CITY.

7. INDEMNIFICATION AS CITY OFFICERS. Members of FIRM engaged in services under this Agreement are deemed officers of the CITY. In the event of any third party claims brought against FIRM members for actions taken in the course and scope of their official duties, upon such a determination, CITY agrees to indemnify and defend them against such third party claims.

8. USE OF OTHER FIRMS. In order to properly and effectively protect the best interests of CITY in specialized areas of the law, FIRM shall have the right to assign legal matters to special counsel (law firms or attorneys), subject to the City Manager's approval.

9. INDEPENDENT CONTRACTOR AND HOLD HARMLESS. It is agreed that FIRM shall serve as an independent contractor and not as employee of CITY. FIRM agrees to hold harmless and indemnify CITY for any claims, losses, liens, demands and causes of action for FIRM's negligent or tortuous conduct while serving as CITY ATTORNEY. It is further agreed that CITY is not the exclusive client of FIRM, and FIRM shall have the right to serve as the attorneys for other clients.

10. INSURANCE. FIRM warrants and represents that it is covered by a policy of professional liability insurance, insuring CITY as a client, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.

11. EVALUATION OF PERFORMANCE. CITY and FIRM shall establish a system to monitor and evaluate the performance, timeliness of services, and other issues relative to the terms of this Agreement. Performance evaluations shall be conducted on an annual basis during the first quarter of each fiscal year of this Agreement.

12. CONFLICTS. FIRM states that there are presently no matters which would require the execution of a conflict waiver from any of their clients. Further, FIRM states that if any conflicts arise during the performance of this Agreement, FIRM will notify CITY. FIRM and each of its members shall at all times comply with the statutes, rules and regulations governing the conduct of attorneys.

13. TERMINATION OF SERVICES. CITY may terminate FIRM's services at any time by written notice. After receiving such notice, FIRM will cease providing services. FIRM will cooperate with CITY in the orderly transfer of all related files and records to CITY's new counsel. FIRM may terminate its services at any time with CITY's consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) CITY fails to meet any other obligation under this Agreement and continue in that failure for 15 days after written notice to the CITY; (c) CITY has misrepresented or failed to disclose material facts to FIRM, refused to cooperate with FIRM, refused to follow its advice on a material matter, or otherwise made its representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If FIRM terminates its services, CITY agrees to execute a substitution of attorney promptly and otherwise cooperate in effecting that termination. Termination of FIRM's services, whether by CITY or by FIRM, will not relieve CITY of the obligation to pay for services rendered and costs incurred before FIRM's services formally ceased.

14. NO GUARANTEE OF OUTCOME. Any comments made by FIRM regarding the potential outcome of general matters are expressions of opinion only and are not guarantees or promises about any outcome or results.

15. ENTIRE AGREEMENT. This Agreement for legal services contains FIRM's entire Agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

16. NOTICES. All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to Firm: Rick R. Olivarez
Olivarez, Gallagher & Padilla, P.C.
1100 South Flower Street
Suite 2100
Los Angeles, CA 90015

If to City: City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Attention: City Manager

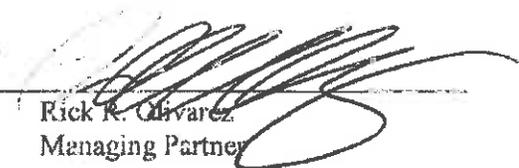
[End of Text. Signature Page to Follow.]

IN WITNESS WHEREOF, this Agreement is signed and entered into by the parties hereto on this 5 day of ~~May~~ JULY, 2011.

CITY OF CUDAHY

OLIVAREZ, GALLAGHER & PADILLA,
P.C.


By: Josue Barrios
Its: Mayor


By: Rick R. Olivarez
Its: Managing Partner

ATTEST:

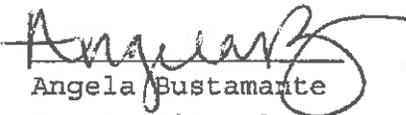

Angela Bustamante
Deputy City Clerk

EXHIBIT "A"

City of Cudahy

OLIVAREZ, GALLAGHER & PADILLA, P.C.
RATE SHEET

General Counsel Services

Partners	\$195.00
Associates	\$190.00
Paralegals/Law Clerks	\$100.00

The Firm does not charge for word processing or computer services.

Billing Method

FIRM provides an itemized billing statement once a month with a complete listing of all services rendered and costs advanced.

Facsimile (fax):	\$0.50 per page
Copies:	\$0.20 per page
Mileage:	\$0.40 per mile
Travel Time:	One-Way Only
Postage, long distance telephone, and out of pocket expenses:	AT COST
Travel (non-local air):	AT COST

RESOLUTION NO. 14-08**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ESTABLISH RULES AND PROCEDURES FOR STAFF AND CITY COUNCIL INTERACTIONS WITH THE CITY ATTORNEY'S OFFICE**

WHEREAS, the City Council wishes to improve the overall efficiency of staff and City Council interactions with the City Attorney's Office; and

WHEREAS, the City Council wishes to manage escalating legal fees;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Beginning on the date of the next amendment to the City Attorney's professional services contract, Members of the City Council (excluding the Mayor, whose communications with the City Attorney are addressed separately at Section 5) shall limit their communications with the City Attorney's Office to comments; questions; clarifications; general legal consultation which does not require research or formal memoranda; review of pending resolutions and ordinances; and/or ongoing activities (including research) already in progress as directed by the City Council as a governing body at an open and public meeting.

- a. For clarification purposes, any active sub-committee of the City Council shall be deemed to be engaged in "ongoing activities" and consequently, shall be allowed to interact with the City Attorney to any extent reasonably necessary to advance the policy-making agenda of the subcommittee.
- b. For additional clarification purposes, a City Council Member may engage the City Attorney to review (but not to prepare or legally-research without the prior consent of the City Council as a governing body at an open and public meeting) any draft of new resolutions, or any draft of official correspondence prepared by a Council Member related to official City business within the authority of the Council Member (e.g., letter to constituent, letter to legislator/s, letter to outside agencies or committees, communications with City Manager, etc.)

SECTION 2. Notwithstanding the provisions at Section 1, no City Council Member shall direct the City Attorney's Office to conduct any new research projects, draft new city council reports, or prepare new resolutions or new ordinances, or to issue any type of legal opinion memoranda, without the consent of the City Council as a governing body at an open and public meeting. Nor shall a City Council Member direct

the City Attorney to participate in external meetings on behalf of the City, without the consent of the City Council as a governing body at an open and public meeting.

SECTION 3. Effective immediately, all interactions between the City Attorney's Office and staff (for those members of staff within the organizational jurisdiction of the City Manager) shall be managed and approved in advance by the City Manager, at the City Manager's discretion. Notwithstanding the foregoing, the City Manager may pre-approve certain routine, ordinary-course, and/or time-sensitive interactions between the City Attorney and member(s) of staff designated by the City Manager for this purpose. The City Manager shall manage City Attorney interactions with a view towards cost savings and operational efficiencies. The City Manager shall also monitor legal costs against budgeted estimates and alert the City Council of significant deviations, at both actual and run-rate levels.

SECTION 4. The Office of the City Clerk shall continue to engage with the City Attorney's Office for limited, routine, ordinary-course interactions, which fall within the scope of the City Clerk's ordinary responsibilities, such as (but not limited to) agenda compilation, Public Records Act requests, election and campaign matters, and related reporting requirements.

SECTION 5. The City Mayor shall have the same authority extended to Council Members, as described in Section 1 above. In an effort to facilitate efficient preparation of City Council meetings and corresponding agendas, the City Mayor shall have additional discretion of discussing agenda management, organization, and prioritization with the City Attorney, including review of agenda items and related supporting documentation.

SECTION 6. Notwithstanding the foregoing, only the City Council as a governing body may direct the City Attorney to initiate and respond to litigation and/or claims (whether pending or asserted), and only the City Council as a governing body may override any ongoing City Manager or City Mayor directives, through a formal action of the City Council at an open and public meeting.

SECTION 7. This resolution only governs interaction with the City Attorney's Office, and does not govern protocol for placing items on the City Council agenda. Unless otherwise restricted by the City Council as a governing body in an open and public meeting, or unless otherwise restricted in subsequent resolutions or ordinances, City Council Members are free to engage the City Clerk for purposes of placing items on the agenda.

SECTION 8. This Resolution shall take effect immediately up its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof."

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of February, 2014.

offended or annoyed thereby, or make in any place, or suffer to be made on his premises or upon premises under his control, any disorder or tumult to the disturbance of the public peace, or utter in the presence of two or more persons any bawdy, lewd, or obscene words or epithets, or address another by any word, language, or expression having a tendency to create a breach of the peace, or utter or use within the hearing of one or more persons any seditious language. (2002 Code § 3-1.1).

9.04.020 Unnecessary noises.

(1) No person shall make, or cause or permit to be made upon any premises owned, occupied, or controlled by him any unnecessary noises or sounds which are annoying to persons of ordinary sensitiveness or which are so harsh or so prolonged or unnatural or unusual in their use, time, or place as to occasion physical discomfort to the inhabitants of any neighborhood.

(2) No person shall play, use or operate or permit to be played, used, or operated any radio, receiving set, T.V. set, musical instrument, phonograph, jukebox or other machine or device for producing or reproducing sound in a manner which disturbs the peace and quiet of any residentially zoned neighborhood.

(3) No person shall play, use, operate or permit to be played, used or operated any radio, receiving set, television set, musical instrument, phonograph, jukebox or other machine or device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. when audible on property located in any residential zone and audible at a distance of 50 feet or more from the building, structure, property or vehicle where the sound is produced. (Ord. 342 § 1; Ord. 340 § 1. 2002 Code § 3-1.2).

9.04.030 Obstruction of public ways.

(1) No person shall stand, sit, lie or sleep in or upon any public street, greenbelt, median island, parking lot, alley, sidewalk, or other public place or way open for pedestrian or vehicular travel so as to hinder or obstruct the free passage of persons or vehicles. The provisions of this section shall not prohibit a person from sitting upon a public street, greenbelt, median island, parking lot, alley, sidewalk, or other public place or way open for pedestrian or vehicular travel if:

(a) Necessitated by a physical disability of such person; or

(b) Such person is viewing a legally conducted parade; or

(c) Such person is seated on a bench lawfully installed for that purpose.

(2) No person shall leave or permit to remain on any public street, greenbelt, median island, parking lot, alley, sidewalk, or other public place or way open for pedestrian or vehicular travel any merchandise, baggage or other article of personal property except pursuant to a valid permit issued by the city. (Ord. 496 § 1. 2002 Code § 3-1.3).

9.04.040 Loitering.

(1) It shall be unlawful for any person to loiter or to stand or sit in or at the entrance of any church, hall, theater, or place of public assemblage so as in any manner to obstruct such entrance.

(2) It shall be unlawful for any minor, under the age of 18, who is subject to compulsory education or to compulsory continuation education to loiter, idle, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places, public buildings, places of amusement and eating places, vacant lots or any unsupervised place during the hours of 8:30 a.m. and 1:30 p.m. on days when school is in session. The provisions of this section do not apply when the minor is accompanied by his or her parents, guardian or other adult person having the care and custody of the minor, or when the minor is on an emergency errand directed by his or her parent or guardian or other adult person having the care and custody of the minor or when the minor is going or coming directly to or from his or her place of gainful employment or to and from a medical appointment or to students who have permission to leave campus for lunch and have in their possession a valid, school-issued, off-campus permit. Each violation of the provisions of this section shall constitute a separate offense and shall be a misdemeanor. (Ord. 500 § 1. 2002 Code § 3-1.4).

9.04.050 Gates.

It shall be unlawful to construct or maintain any gate in any fence in such a manner that such gate may be opened outward over any portion of any

RESOLUTION NO. 14-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ESTABLISH A HIRING FREEZE FOR PERMANENT, TEMPORARY, FULL-TIME, AND PART-TIME EMPLOYEES AT ALL LEVELS UNTIL SUCH TIME THAT THE CITY COUNCIL APPROVES THE BUDGET FOR FISCAL YEAR 2014-2015, OR SOONER IF SPECIFICALLY AUTHORIZED BY THE CITY COUNCIL

WHEREAS, the City Council wishes to control escalating costs with a view towards balancing the City's budget as soon as practicable;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Effective immediately, the City shall implement a hiring freeze for permanent, temporary, full-time, and part-time employees at all levels and departments of City government, until such time that the City council approves the budget for fiscal year 2014-2015; or sooner if specifically authorized by the City Council through formal action during a regular meeting of the City Council, in an open and public session.

SECTION 2. This Resolution shall take effect immediately up its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof."

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of February, 2014.

RESOLUTION NO. 14-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO MODIFY CERTAIN PARKING CITATION PRACTICES AND RELATED FEES ASSESSED BY THE CITY'S MUNICIPAL OFFICERS AND/OR CODE ENFORCEMENT OFFICERS

WHEREAS, the City of Cudahy wishes to establish reasonable parking citation fees in the City of Cudahy; and

WHEREAS, the City of Cudahy wishes to consider the regular and recurring feedback from the community about excessive fees in a relatively low-income demographic environment;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Within 30 days of the date of this resolution, or as soon as practicable if the City's ticket processing agency requires more time for implementation, the illegal parking fees assessed in the City of Cudahy, shall be modified to reflect the following:

Section	Description	Revised fee
8-4	No parking between 3:00 a.m. and 6:00 p.m.	\$25
8-6	Driving on public property and in parks	\$50
8-7	Election day polling place parking	\$25
20-24.10(c)	No parking front or side yard	\$30
5204(a)	No tags	\$50
8-5	Unlawful parking city public ground	\$40
8-8(a)(1)	Red zone	\$30
8-8(a)(2)	Green zone (20 min. only)	\$40
22500(b)	Parking on crosswalk	\$40
22500(e)	Blocking driveway	\$40
22500(f)	Vehicles on sidewalk	\$40

22500(L)	Blocking disabled access ramp	\$200
22500.1	Parking in fire lane	\$40
22502(a)	Parking 18" from curb	\$30
22507.8(b)	Disabled parking off street	\$300
22507.8(c)	Parking disabled cross hatched boundary lines	\$300
8-8(A)(3)	Yellow zone loading and unloading 20 min.	\$30
8-8(a)(4)	White zone loading and unloading passengers	\$25
15.44.120(b)	Parking in non-designated parking area	\$30
15.44.140	Failure to park in designated parking spaces	\$30
15.44.160	No vehicle maintenance in public parking areas	\$30
15.64.010	Parking time limits	\$30
15.64.100	Parking disconnected trailer	\$30
15.65.140	Temporary no parking	\$35
22500(h)	Double parking	\$30
15.64.270	Parking on private/public property without consent	\$35
15.64.280	Parking wrong side of street	\$35
4000(a)	Expired registration	\$50
22514	Parking fire hydrant	\$50
15.76.120	Repairing vehicle on street	\$45
15.76.130	Washing vehicle on street	\$40
5200(a)	No front plate	\$40

SECTION 2. Fees associated with other categories of parking citations, as featured in the current parking citation schedule, "Notice of Illegal Parking", shall remain unchanged.

SECTION 3. All late fees associated with parking citations (in all categories) shall never exceed 50% of the original parking citations fee.

SECTION 4. Within 30 days of the date of this resolution, the City of Cudahy shall direct the processing agency to shift the burden of evidence in the adjudication process, as soon as practicable, from recipient of the parking citation to the City of Cudahy. For illustration purposes, a parking citation file should have an accompanying photo that clearly corroborates, beyond a reasonable doubt (and not just with a preponderance of the evidence), the validity of the parking citation to a reasonable agent of the processing agency. Otherwise, the parking citation would be adjudicated immediately in favor of the recipient of the citation.

SECTION 5. Within 30 days of the date of this resolution, the Code Enforcement and Municipal Officers shall no longer enforce parking citations in the interior of private property multi-unit residential areas. For example, parking enforcement shall cease inside gated private property communities or apartment complexes. Notwithstanding the foregoing, the Code Enforcement and Municipal Officers shall continue to enforce parking citations where required by county regulations or state laws outside the purview of the Municipal Code.

SECTION 6. This resolution shall take effect immediately upon its adoption, except as otherwise provided herein. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of February 2014.

RESOLUTION NO. 14-10**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ESTABLISH POLICY AND PROCEDURES FOR CITY SPONSORSHIP OR CO-SPONSORSHIP OF CERTAIN EVENTS HELD AT CITY FACILITIES**

WHEREAS, the City of Cudahy wishes to make City facilities available for certain governmental, informational, educational, and/or recreational events of general benefit to constituents, which would be available to all residents and which would be organized at no cost to residents; and

WHEREAS, the City of Cudahy wishes to establish policy and procedures for City sponsorship or co-sponsorship of such events held at City facilities;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. In the following specific cases, the City may elect to sponsor or co-sponsor an event at one of the aforementioned facilities, and waive the corresponding fees to attendees or organizers:

A. Neighborhood watch program or comparable public safety awareness program, in coordination with the Los Angeles County Sheriff's Department or other law enforcement agency;

B. Public policy educational and informational programs which provide helpful information to constituents about local, state, and federal laws and programs, including but not limited to, health care, education, immigration, public safety, emergency preparedness, tax policy, etc.

C. Self-help informational workshops in areas of general benefit to constituents, such as (but not limited to) financial services and banking, home buying process, time management, parenting skills, tax preparation, etc., provided that no aspect of the City's co-sponsorship shall amount to promotional activity (including advertisement) for any commercial, for-profit organizations.

D. Education-themed courses or workshops in areas such as university admissions, financial aid, college planning, career planning, test preparation, academic tutoring, science fairs, motivation talks for students, etc.

E. Student gatherings involving Cudahy youth, and focused on academic study, test preparation, study hall type environments, or an official school-sponsored event with adult supervision and clear educational purpose, by a local public school domiciled in the City of Cudahy.

F. Recreational-type events such as a community dances, as the lowest priority events vis-à-vis official city sanctioned events or any of the aforementioned categories of events, provided that the recreational event is safe, legal, clean, supervised, and open to Cudahy residents, free of charge.

SECTION 2. In all cases, the aforementioned events shall be open to residents of the City of Cudahy at no cost to the residents. In the case of donations, the voluntary nature of such contributions shall be explicitly clear to residents. For non-commercial, cost-recovery purposes, water and non-alcoholic beverages may be sold at reasonable rates to participants during recreational-type events.

SECTION 3. Interested parties or organizers shall first present their requests to the City Manager who shall be responsible for verifying information; ensuring compliance with the aforementioned categories; and coordinating administrative, scheduling, and/or logistical issues. The City Manager shall then present the request with his/her recommendations (including any suggested administrative or logistical conditions), to the City Council.

SECTION 4. The City Council shall consider the City Manager's information and recommendation, and the City Attorney's advice with respect to compliance with the form and substance of this resolution and other governing laws. The City Council shall then decide whether the City will sponsor or co-sponsor the event(s), with a waiver of ordinary fees.

SECTION 5. This resolution shall not govern procedures for meetings involving City Council members and/or employees, related to official City business. Use of facilities for this purpose shall be coordinated by the City Manager, in consultation with the City Council members and/or employees.

SECTION 6. This resolution shall take effect immediately upon its adoption, except as otherwise provided herein. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of February, 2014.

RESOLUTION NO. 14-06**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ESTABLISHING RULES AND PROCEDURES FOR THE ENFORCEMENT OF THE CITY'S CODE OF ETHICS**

WHEREAS, on May 1, 2013 the City Council of the City of Cudahy (the "City Council" of the "City") adopted Resolution No. 12-13, establishing a code of ethics and conduct for elected officials, members of appointed boards, commissions, and committees (the "Code"); and

WHEREAS, Section 19 (Compliance and Enforcement) of the Code prescribes penalties for noncompliance, which the City Council may impose after "consideration and consultation," subject to "due process procedures"; and

WHEREAS, the City Council, through this resolution ("Resolution"), seeks to establish a process of rules and procedures to effect the consideration and investigation of alleged ethics violations by elected officials, members of appointed boards, commissions, and committees; and

WHEREAS, the City's citizens are entitled to a fair, ethical, and accountable government; and

WHEREAS, the effective functioning of democratic government requires elected officials, members of appointed boards, commissions, and committees to demonstrate their independence, impartiality, and fairness in their judgment and actions; and

WHEREAS, public deliberations and processes must be conducted openly and transparently, unless confidential, and in an atmosphere of respect and civility; and

WHEREAS, the City Council intends to encourage compliance with the Code and promote ethical behavior, not punish those subject to the Code; and

WHEREAS, nothing in this Resolution or in the Code is intended to limit or otherwise infringe on the exercise of First Amendment rights of free speech or association, or to conflict with any other federal, state, or local laws.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. The policy for the investigation of alleged violation of the Code, as set forth in Exhibit "A" is hereby adopted.

SECTION 3. Staff is directed to expeditiously distribute this Resolution to existing members of the City Council and members of appointed City boards, commissions, and committees.

SECTION 4. This Resolution governs procedures for investigating potential violations of the Code only. Any allegations involving potential violations outside the scope of the Code, such as campaign finance and reporting requirements, political practices, and/or criminal statutes would not be addressed through the procedures enumerated in this Resolution. Notwithstanding the foregoing, if the results of the aforementioned Inquiry reveal findings of fact which clearly demonstrate violation(s) of external statute(s), as per guidance from the City Attorney, the City Council as a governing body may authorize the City Attorney's Office to inform the relevant external authorities.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of February, 2014.

EXHIBIT A

CITY OF CUDAHY POLICY FOR THE INVESTIGATION OF ALLEGED VIOLATIONS OF THE CODE OF ETHICS AND CONDUCT POLICY OF THE CITY OF CUDAHY

I. Statement of Purpose

This Policy applies to the elected and appointed officials of the City of Cudahy for the purpose of investigating allegations of violation of the City of Cudahy Code of Ethics and Conduct.

Any allegations involving potential violations outside the scope of the Code of Ethics and Conduct Policy, such as campaign finance and reporting requirements, political practices, and/or criminal statutes shall not be addressed through the procedures enumerated in this Policy.

Notwithstanding the foregoing, if the results of the proceedings conducted pursuant to this Policy reveal findings of fact which clearly demonstrate violation(s) of external statute(s), as per guidance from the City Attorney, the City Council as a governing body may authorize the City Attorney's Office to inform the appropriate authorities.

II. Guiding Principles

It is the Policy of the City Council that all elected and appointed officials of the City of Cudahy shall abide by federal and state law, City ordinances and City policies, including the Code of Ethics and Conduct. Violation of such law or policy tends to injure the good name of the City and to undermine the effectiveness of the City Council and City boards, commissions, and committees.

Depending on the circumstances of alleged violations of the Code of Ethics and Conduct, the City, through the procedures established in this Policy for the Ethics Commission and the City Council, may initiate an investigation of the allegations prior to a recommendation of any of the actions described herein.

Nothing in this Policy shall preclude implicated elected or appointed officials from making public statements regarding such alleged conduct.

III. Procedure

- A. Reporting Alleged Violation. Any suspected violation or alleged violation by an elected or appointed official must be reported to the City Manager.
 - a. Persons seeking to report alleged violations of the Code of Ethics and Conduct Policy shall submit their allegations in writing signed under penalty of perjury of the laws of the State of California on a form provided by the City.

- b. The writing shall specifically identify which provision(s) of the Code of Ethics and Conduct Policy have been violated and shall explain in detail the factual basis for the allegation(s). The writing shall indicate the date(s) of the alleged violations and shall also specifically identify and include any evidence in support of the allegation(s), and the source of such evidence.
 - c. Evidence based on the testimony of individuals shall be submitted in the form of a printed declaration signed under penalty of perjury under the laws of the State of California on forms prepared by the City.
 - d. Written allegations shall be submitted to the City Manager, care of the City Clerk.
 - e. The City Manager shall submit the City Attorney for review and evaluation within seven (7) calendar days of its receipt.
- B. Initial Review by Mayor, City Attorney, and City Manager. Upon submittal to the Mayor and City Attorney, the City Manager shall assist the Mayor and City Attorney in following one of the three protocols for addressing the violation or alleged violation:
- a. The Initial Review will include evaluating the following:
 - 1. Whether the alleged facts are specific enough to assess a potential breach of the Code of Ethics.
 - 2. Whether the alleged facts (if specific) constitute a breach of the Code of Ethics.
 - 3. Whether the allegation has been previously adjudicated or resolved or is best referred to an outside authority.
 - b. If the Mayor, City Manager and City Attorney all agree that the violation or alleged violation is minor in nature, the Mayor and either the City Manager or City Attorney may contact the individual official and advise the official of the concern and seek to resolve the matter (Protocol 1). For purposes of this Policy, the incident or violation is not minor if it involves the injury or potential injury to any person (e.g., physical, emotional, defamation, harassment, etc.), significant exposure to the City Treasury or the probability for a repeat occurrence.
 - c. If the Mayor, City Manager and City Attorney do not agree that the violation or alleged violation is minor in nature, then the Mayor shall convene the Ethics Commission to determine how the matter may proceed, be resolved, or be reported to the appropriate authorities. The Ethics Commission shall convene within forty-five (45) calendar days of the City Manager's receipt of the allegation under section A of Part III of this Policy to commence its review of the allegation(s). (Protocol 2).

- d. If the Mayor, City Attorney, and City Manager agree that the allegation should not proceed under Protocol 1 or Protocol 2 after a review of the above considerations in this subsection (a), no action shall be taken unless it is to refer the matter to an outside authority. (Protocol 3).
 - e. In the event that the Mayor is the subject of the inquiry or is the person submitting the allegation against another Council Member, the Initial Review shall be conducted by the Vice Mayor, City Manager and City Attorney. In the event both the Mayor and the Vice Mayor are the subject of the inquiry or if the Vice Mayor is the person responsible for submitting the allegations, the Council Member with the most seniority shall conduct the Initial Review with the City Manager and City Attorney. No Council Member who is either the subject of the allegation or who is the maker of the allegation may participate in the Initial Review.
- C. Review by the Ethics Commission – Protocol 2. The Ethics Commission will meet with the City Manager and City Attorney and appropriate staff and/or witnesses to determine how the matter may proceed, be resolved, or be reported to the appropriate authorities. The official who has been implicated in allegations regarding the Code of Ethics and Conduct Policy may attend and participate in any and all meetings of the Ethics Commission convened pursuant to this Policy.
- a. Notice of Hearing and Opportunity to be Heard. Under Protocol 2, any official accused of violating the Code of Ethics and Conduct Policy shall be notified in writing thirty (30) calendar days before any hearing of the Ethics Commission where allegations against him/her shall be discussed. The official shall be informed of his/her right to representation by legal counsel during the proceedings prescribed in this Policy and informed of his/her opportunity to be heard and present evidence at any hearing before the Ethics Commission. The notice shall include a copy of all documents submitted to the City Manager under section A of Part III of this Policy (Reporting Alleged Violation) and any subsequent evidence submitted to the Ethics Commission during the course of an investigation.
 - b. First Hearing of the Ethics Commission. At the first meeting of the Ethics Commission to review an alleged violation, the Commission may elect (by majority of members present) to direct that an investigation be conducted independent of the Ethics Commission and at the direction of the City Attorney.
 - c. Report of Findings. At the conclusion of its review of the allegations and evidence, the Ethics Commission shall report its findings to the City Council at the next regular City Council meeting in one of two ways:
 - 1. If the Ethics Commission determines that no disciplinary action is warranted, the Ethics Commission shall inform the City Council that the matter has been resolved.

2. If the Ethics Commission determines that disciplinary action may be warranted, the Ethics Commission shall make a recommendation for disciplinary action as allowed under the Code of Ethics and Conduct Policy and according to the provisions of this Policy.

D. Review of Findings by City Council.

- a. The City Council shall review and consider the findings (and recommendation, if applicable) of the Ethics Commission at an open and public meeting of the City Council.
- b. The implicated official shall have an opportunity to be heard at the City Council meeting following the Ethics Commission's report to the City Council on its findings.
- c. When deciding what actions to take in response to violations of the Code of Ethics and Conduct Policy, the City Council shall not be bound by the recommendation of the Ethics Commission but shall be limited to the actions provided in this Policy and shall take into account the considerations prescribed under section A of Part IV below.
- d. The City Council may choose, by a majority vote, any of the following actions in response to an alleged violation of the Code of Ethics and Conduct Policy:
 1. No action
 2. Formal reprimand
 3. Censure
 4. Loss of Seniority
 5. Loss of appointment to a board, commission, or committee
 6. Referral to an outside government agency/authority

E. External Investigator. At the request of the implicated official, or by directive of the Ethics Commission, or by directive from the City Council as a governing body at an open and public meeting, the investigation may include an external investigator who will be engaged and managed by the City Attorney's Office. In all cases, the cost of the external investigator shall be limited to the City Manager's discretionary spending limit in effect at the time of the investigation, unless explicitly authorized at different spending limit by the City Council.

F. Referral to Outside Authorities. This Policy and the protocols set forth are alternatives to any remedy that might otherwise be available or prudent. In order to ensure good government, any individual, including the City Manager and City Attorney, who believes a violation may have occurred is hereby authorized to report the violation to other appropriate authorities.

IV. Considerations

A. In deciding whether or not to refer an allegation to the Ethics Commission, the Mayor, City Attorney and City Manager shall consider:

- a. Whether an investigation may compromise investigations regarding the same alleged actions, and, if the actions may result in criminal charges, whether the right of the accused official to a fair jury trial may be compromised by proceeding with an investigation;
- b. If persons involved in the allegations may choose to exercise their constitutional right against self-incrimination, which may limit the investigation's ability to present a full picture of alleged events;
- c. How to ensure the protection of the rights of those accused of violations of law or policy, those making such accusations, and those who have information regarding the accusations.

B. In deciding whether or not to open an investigation, the Ethics Commission shall take into consideration the provisions of Section A of Part IV of this Policy.

V. Ethics Commission. The Ethics Commission shall be comprised of five (5) appointed individuals, who shall each serve a one (1) year term. Each City Council Member may appoint one (1) member of the Ethics Commission. Vacancies shall be filled by the Council Member whose appointee has vacated his or her seat. Notwithstanding, the one-year term for service on the Ethics Commission, any member of the Ethics Commission may be removed from the Ethics Commission with or without cause by no less than four (4) affirmative votes of the City Council.

a. Eligibility for Appointment.

- i. Members must be at least 18 years of age.
- ii. Members must be residents of the City of Cudahy.
- iii. Members must be registered voters in the City of Cudahy and must maintain voter status throughout their terms.
- iv. Members shall not be members of the City Council.
- v. Members must provide statements of economic interests and conflicts of interest.

b. Requirements for and Limitations during Term of Membership

- i. Members must demonstrate independence, high moral character, integrity and respect for the due process rights of persons accused of violating the City's Ethics Code and the right of such persons to fair and impartial proceedings.

- ii. Members shall not make a financial contribution to a candidate for City office.
 - iii. Members shall not participate in a campaign supporting or opposing a candidate for City office (which includes engaging in fundraising activities and making public endorsements).
 - iv. Members shall not become a candidate for elective governmental office during his or her tenure on the Commission and for twelve (12) months thereafter.
- c. Election of a Commission Chairperson and Vice Chairperson. At its first meeting, the Ethics Commission shall choose a Chairperson and Vice Chairperson to serve for the remainder of the term. The Chairperson shall conduct all meetings of the Ethics Commission and the Vice Chairperson shall conduct meetings in the Chairperson's absence.
- d. Convening of the Ethics Commission. The Ethics Commission shall convene at the Mayor's or City Attorney's request, as needed, to deliberate on ethics investigations as prescribed in this Policy. The City Attorney shall preside at Ethics Commission meetings to provide information and but shall have no voting authority.
- VI. Scope; First Amendment Rights. Nothing in this Policy is intended to limit or otherwise infringe on the free exercise of First Amendment rights of free speech or association, or to conflict with any other federal, state or local laws.

Adult Books- all books are available in Spanish

1. Bless Me, Ultima by Rudolfo Anaya

Stories filled with wonder and the haunting beauty of his culture have helped make Rudolfo Anaya the father of Chicano literature in English, and his tales fairly shimmer with the lyric richness of his prose.

Acclaimed in both Spanish and English, Anaya is perhaps best loved for his classic bestseller ... Antonio Marez is six years old when Ultima comes to stay with his family in New Mexico. She is a curandera, one who cures with herbs and magic. Under her wise wing, Tony will test the bonds that tie him to his people, and discover himself in the pagan past, in his father's wisdom, and in his mother's Catholicism. And at each life turn there is Ultima, who delivered Tony into the world-and will nurture the birth of his soul.

2. The House on Mango Street By Sandra Cisneros

In hardcover for the first time--on the tenth anniversary of its initial publication--the greatly admired and bestselling book about a young girl growing up in the Latino section of Chicago. Sometimes heartbreaking, sometimes deeply joyous, this novel depicts a new American landscape through its multiple characters.

3. So Far from God by Ana Castillo

Combining a lyrical text, immersive staging and an enigmatic and compelling performance style, Autobiographer draws us into the unravelling mind of its central character, Flora. Voiced by multiple performers, Flora reveals a curious and evocative portrait of a life refracted through the lens of dementia, layered from fragments of stories and pulses of memory. This tender, poetic and thrilling performance features a cast of four and a bold and electrifying score of voice and sound.

4. How the Garcia Girls lost their Accent by Julia Alvarez

The Garcías-Dr. Carlos (Papi), his wife Laura (Mami), and their four daughters, Carla, Sandra, Yolanda, and Sofía-belong to the uppermost echelon of Spanish Caribbean society, descended from the conquistadores. Their family compound adjoins the palacio of the dictator's daughter. So when Dr. García's part in a coup attempt is discovered, the family must flee. They arrive in New York City in 1960 to a life far removed from their existence in the Dominican Republic. Papi has to find new patients in the Bronx. Mami, far from the compound and the family retainers, must find herself. Meanwhile, the girls try to lose themselves-by forgetting their Spanish, by straightening their hair and wearing fringed bell bottoms. For them, it is at once liberating and excruciating being

caught between the old world and the new, trying to live up to their father's version of honor while accommodating the expectations of their American boyfriends. Acclaimed writer Julia Alvarez's brilliant and buoyant first novel sets the García girls free to tell their most intimate stories about how they came to be at home—and not at home—in America.

5. Zorro by Isabel Allende

A child of two worlds—the son of an aristocratic Spanish military man turned landowner and a Shoshone warrior woman—young Diego de la Vega cannot silently bear the brutal injustices visited upon the helpless in late-eighteenth-century California. And so a great hero is born—skilled in athleticism and dazzling swordplay, his persona formed between the Old World and the New—the legend known as Zorro.

6. Fahrenheit 451 by Ray Bradbury

Nowadays firemen start fires. Fireman Guy Montag loves to rush to a fire and watch books burn up. Then he met a seventeen-year old girl who told him of a past when people were not afraid, and a professor who told him of a future where people could think. And Guy Montag knew what he had to do....

For Kids - All books available in Spanish

1. Esperanza Rising by Ryan Pam Munoz

A reissue of Pam Munoz Ryan's bestselling backlist with a distinctive new author treatment. Esperanza thought she'd always live with her family on their ranch in Mexico—she'd always have fancy dresses, a beautiful home, and servants. But a sudden tragedy forces Esperanza and Mama to flee to California during the Great Depression, and to settle in a camp for Mexican farm workers. Esperanza isn't ready for the hard labor, financial struggles, or lack of acceptance she now faces. When their new life is threatened, Esperanza must find a way to rise above her difficult circumstances—Mama's life, and her own, depend on it.

2. Return to Sender by Julia Alvarez

After Tyler's father is injured in a tractor accident, his family is forced to hire migrant Mexican workers to help save their Vermont farm from foreclosure. Tyler isn't sure what to make of these workers. Are they undocumented? And what about the three daughters, particularly

Mari, the oldest, who is proud of her Mexican heritage but also increasingly connected her American life. Her family lives in constant fear of being discovered by the authorities and sent back to the poverty they left behind in Mexico. Can Tyler and Mari find a way to be friends despite their differences? In a novel full of hope, but no easy answers, Julia Alvarez weaves a beautiful and timely story that will stay with readers long after they finish it.

3. City of the Beasts by Isabel Allende

Fifteen-year-old Alexander Cold is about to join his fearless grandmother on the trip of a lifetime. An International Geographic expedition is headed to the dangerous, remote wilds of South America, on a mission to document the legendary Yeti of the Amazon known as the Beast. But there are many secrets hidden in the unexplored wilderness, as Alex and his new friend Nadia soon discover. Drawing on the strength of their spirit guides, both young people are led on a thrilling and unforgettable journey to the ultimate discovery. . . .

4. Baseball in April by Gary Soto

In this unique collection of short stories, the small events of daily life reveal big themes--love and friendship, youth and growing up, success and failure. Calling on his own experiences of growing up in California's Central Valley, poet Gary Soto brings to life the joys and pains of young people everywhere. The smart, tough, vulnerable kids in these stories are Latino, but their dreams and desires belong to all of us.

5. The Tequila Worm by Viola Canales

Sofia comes from a family of storytellers. Here are her tales of growing up in the barrio in McAllen, Texas, full of the magic and mystery of family traditions: making Easter cascarones, celebrating el Dia de los Muertos, preparing for quinceañera, rejoicing in the Christmas nacimiento, and curing homesickness by eating the tequila worm. When Sofia is singled out to receive a scholarship to boarding school, she longs to explore life beyond the barrio, even though it means leaving her family to navigate a strange world of rich, privileged kids. It's a different mundo, but one where Sofia's traditions take on new meaning and illuminate her path.

6. Maximilian & the mystery of the Guardian Angel : a bilingual lucha libre thriller by Xavier Garza

Margarito acts like any other eleven-year-old aficionado of lucha libre.

He worships all the players. But in the summer just before sixth grade, he tumbles over the railing at a match in San Antonio and makes a connection to the world of Mexican wrestling that will ultimately connect him#151;maybe by blood!#151;to the greatest hero of all time: the Guardian Angel. A 2012 Pura Belpré Author Honor Award winner! Xavier Garza was born in the Rio Grande Valley of Texas. An enthusiastic author, artist, teacher, and storyteller, his work is a lively documentation of the dreams, superstitions, and heroes in the bigger-than-life world of south Texas.

RESOLUTION NO. 14-14**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO ENDORSE SENATE BILL 828, THE FOURTH AMENDMENT PROTECTION ACT, WHICH PROHIBITS THE STATE OF CALIFORNIA FROM MATERIALLY SUPPORTING A FEDERAL AGENCY IN THE COLLECTING ELECTRONIC DATA OR METADATA OF ANY PERSON PURSUANT TO ANY ACTION NOT BASED ON A WARRANT**

WHEREAS, the Fourth Amendment to the United States Constitution sets forth the right against unreasonable searches and seizures by the federal government and prohibits a federal warrant from being issued unless there is probable cause, supported by an oath or affirmation, that particularly describes the place to be searched and the person or thing to be seized; and

WHEREAS, the City Council Members of the City of Cudahy have taken a solemn oath to defend and protect the United States Constitution, including the Fourth Amendment to the United States Constitution; and

WHEREAS, the National Security Agency's (NSA) massive level of spying and indiscriminate collecting of phone and electronic data on all Americans, including more than 38 million Californians, is a direct threat to our liberty and freedom; and

WHEREAS, state-funded public resources should not be going toward aiding the NSA or any other federal agency from indiscriminate spying on its own citizens and gathering electronic or metadata that violates the Fourth Amendment;

WHEREAS, State Senator Ted Lieu (D) and State Senator Joel Anderson (R) have jointly introduced Senate Bill 828, which would prohibit the State of California from "providing material support, participation or assistance in any form to a federal agency that claims the power, by virtue of federal law, rule, regulation or order, to collect electronic data or metadata of any person pursuant to any action not based on a warrant that particularly describes the person, place, and thing to be searched or seized."

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Cudahy endorses Senate Bill 828.

SECTION 2. A copy of this resolution shall be mailed to the offices of State Senator Ricardo Lara, State Assembly Member Anthony Rendon, and United States Representative Lucille Roybal-Allard.

SECTION 3. This Resolution shall take effect immediately up its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.”

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of February, 2014.



California.
LEGISLATIVE INFORMATION

SB-828 Privacy. (2013-2014)

CALIFORNIA LEGISLATURE— 2013-2014 REGULAR SESSION

SENATE BILL

No. 828

Introduced by Senators Lieu and Anderson

January 06, 2014

An act to add Chapter 32.5 (commencing with Section 7599) to Division 7 of Title 1 of the Government Code, relating to state and local government, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 828, as introduced, Lieu. Privacy.

The United States Constitution provides that it and other federal laws are the supreme law of the land. The 4th Amendment to the United States Constitution sets forth the right against unreasonable searches and seizures by the federal government and prohibits a federal warrant from being issued unless there is probable cause, supported by an oath or affirmation, that particularly describes the place to be searched, and the person or thing to be seized.

This bill would enact the 4th Amendment Protection Act and prohibit the state, a political subdivision of the state, an employee of the state or a political subdivision of the state while acting in his or her official capacity, or a corporation while providing services on behalf of the state or a political subdivision of the state from materially supporting or assisting, as specified, a federal agency or federal agent in collecting electronic data or metadata of any person pursuant to any action not based on a warrant that particularly describes the person, place, and thing to be searched or seized. This bill would prohibit the use of electronic data or metadata provided by the federal government or a corporation that was obtained without a federal warrant, as specified, from being used in a state or local criminal investigation or prosecution. This bill would also express the Legislature's intent in this regard and provide that its provisions are severable if part of the act is declared invalid.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 32.5 (commencing with Section 7599) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 32.5. The 4th Amendment Protection Act

7599. The Legislature finds and declares that it is the policy of this state to refuse material support, participation, or assistance to any federal agency that claims the power, by virtue of any federal law, rule, regulation, or order, to authorize the collection of electronic data or metadata of any person pursuant to any action not based on a warrant that particularly describes the person, place, and thing to be searched or seized.

7599.5. Notwithstanding any other law, the state, a political subdivision of the state, an employee of the state or a political subdivision of the state while acting in his or her official capacity, or a corporation while providing services on behalf of the state or a political subdivision of this state shall not do any of the following:

(a) Provide material support, participation, or assistance in any form to a federal agency that claims the power, by virtue of any federal law, rule, regulation, or order, to collect electronic data or metadata of any person pursuant to any action not based on a warrant that particularly describes the person, place, and thing to be searched or seized.

(b) Utilize any assets or public funds, in whole or in part, to engage in any activity that aids a federal agency, federal agent, or corporation while providing services to the federal government in the collection of electronic data or metadata of any person pursuant to any action not based on a warrant that particularly describes the person, place, and thing to be searched or seized.

(c) Provide services, participation, or assistance to a federal agency, federal agent, or corporation while providing services to the federal government in the collection of electronic data or metadata of any person pursuant to any action not based on a warrant that particularly describes the person, place, and thing to be searched or seized.

(d) Use any information in a criminal investigation or prosecution provided by any federal agency, agent, or corporation that was obtained through the collection of electronic data or metadata of any person pursuant to any action not based on a warrant that particularly describes the person, place, and thing to be searched or seized.

7599.10. The provisions of this chapter are severable. If any provision of this chapter or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 2. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

To help protect Californians from unconstitutional invasions of their privacy by the federal government, it is necessary for this act to take immediate effect.

RESOLUTION NO. 14-15**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO CLARIFY THE PROPER CONDUCT OF CITY COUNCIL MEMBERS DURING PUBLIC PROCEEDINGS OF CITY COMMISSIONS**

WHEREAS, the City Council wishes to clarify expectations of proper conduct of City Council Members during public proceedings of city commissions; and

WHEREAS, the City Council wishes to foster respectful and professional interactions between City Council Members and Commissioners; and

WHEREAS, the City Council wishes to ensure that public proceedings of city commissions are managed fairly and efficiently;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Effective immediately, City Council Members attending public proceedings of City Commissions shall respect rules of decorum in effect for City Commissions, or where not applicable or determinable, the rules of decorum in effect for City Council proceedings. For clarification purposes, City Council Members shall not interrupt public proceedings, or engage in abusive or disruptive conduct. The City Council Member shall speak only during allowable periods of the proceeding, such as public comment or presentations, and only when recognized by the presiding officer.

SECTION 2. Failure to comply with the provisions of SECTION 1 shall form the basis for an ethics inquiry, under procedures enumerated in applicable resolutions or ordinances.

SECTION 2. This Resolution shall take effect immediately up its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof."

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 18th day of February, 2014.