



**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 – March 18, 2014 - 5:00 P.M. (OPEN SESSION)

**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:

TRAINING SESSION

A. City Attorney's office will provide training to the City Council.

Recommendation: Motion to receive and file.

Invocation:

Presentations:

- Nationwide Environmental Services
- Project Jade Family Services
- A Plaque of appreciation will be given to Dora Tolmasoff and Mary Lawton

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.

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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.

Recommendation: Motion to approve as stated.

5. PUBLIC HEARING

5A. A Public Hearing of the City of Cudahy City Council approving projects/programs for Community Development Block Grant funding during the 2014-15 fiscal year.
(Staff report and Resolution No. 14-20 attached)

Recommendation: Motion to approve Resolution No. 14-20.

6. CONSENT CALENDAR

6A. Approval of a request to approve the City Demands and Payroll for the month of January, 2014.

Assigned Department: Finance
(Staff Report and Warrants attached)

6B. Approval of a request to approve the City Treasurer's Financial Report (LAIF) for the month of January, 2014.

Assigned Department: Finance
(Staff Report attached)

6C. Approval of a request to approve the Cash and Investment report for the month of January, 2014.

Assigned Department: Finance
(Staff Report attached)

Recommendation: Motion to approve items 6A through 6C.

7. BUSINESS SESSION

7A. Consideration of a Professional Services Agreement between the City and Barry Foster to provide an analysis and recommendations of the Community Development Department.

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(Staff Report and agreement attached)

Recommendation: To consider and approve the agreement and authorize the Mayor to execute the agreement.

7B. Consideration and approval of Resolution No. 14-21, a resolution authorizing the city manager to implement layoffs for certain part time and full time positions of the city and issue any required notices to affected employees.

(Staff report and Resolution No. 14-21 attached)

Recommendation: Motion to approve Resolution No. 14-21.

7C. City Manager's report on City matters.

Recommendation: Motion to receive and file.

8. COUNCIL BUSINESS

8A. 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.

8B. Consideration of Ordinance No. 629, an ordinance adding chapter 2.54 of title 2 of the City of Cudahy Municipal Code establishing City campaign ethics regulations.

(Draft Ordinance No. 629 attached)

(Verbal report by Mayor Guerrero)

Recommendation: Staff recommends that the City Council approve Ordinance No. 629 by first reading of the title only.

8C. Consideration of Resolution No. 14-22, a resolution to limit incidental expenditures at community town hall gatherings and city council meetings.

(Resolution No. 14-22 attached)

(Verbal report by Mayor Guerrero)

Recommendation: Motion to approve Resolution No. 14-22.

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8D. Consideration of Resolution No. 14-18, a resolution to implement a moratorium on all non-essential professional services, until such time that the city council approves a balanced budget which affirmatively re-incorporates these services.

(Resolution No. 14-18 attached)

(Verbal report by Mayor Guerrero)

Recommendation: Motion to approve Resolution No. 14-18.

8E. Consideration of Resolution No. 14-23, a resolution establishing the city manager recruitment process and city manager recruitment advisory committee.

Recommendation: Motion to approve Resolution No. 14-23.

8F. Discussion and direction to City staff on the matter of pension reform.

(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

8G. 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.

8H. Discussion item and update from City Attorney to authorize the playing of soccer at Lugo Park.

(Verbal report by City Attorney)

(Resolution No. 94-45 attached)

Recommendation: Motion to receive and file.

8I. Discussion item on ending City Council meetings at 11:00 p.m.

(Verbal report by Councilmember Markovich)

Recommendation: Motion to receive and file.

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8J. Discussion item and direction/feedback to City staff regarding graffiti removal progress.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

[Empty rectangular box]

8K. 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.

[Empty rectangular box]

8L. Discussion item and direction to City staff regarding the conduct of a CDBG workshop for the community for Fiscal Year 13-14.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

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8M. Discussion item and direction to City staff regarding the posting of Yard Sale signs.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

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8N. Discussion item and direction to City staff regarding on Property for Sale signs.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

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8O. Discussion item on Megan's Law.
(Verbal report by Vice Mayor Garcia)

Recommendation: Motion to receive and file.

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8P. Discussion item on budget process and schedule for fiscal year 2014-2015.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

8Q. Discussion item on Nationwide Environmental Services.
(Verbal report by Councilmember Oliva)

Recommendation: Motion to receive and file.

8R. Discussion item on lobbying services and contract status of Legislative Advocacy Group.
(verbal report: Mayor Guerrero and Council Member Oliva)

Recommendation: Motion to receive and file.

8S. Discussion item on contract status of Consolidated Disposal Services and/or Republic Services
(verbal report: Mayor Guerrero)

Recommendation: Motion to receive and file.

8T. Discussion item on upcoming City Council training opportunities.
(Verbal report by Mayor Guerrero)

Recommendation: Motion to receive and file.

8U. Discussion item on ITL, Inc. Services.
(Verbal report by Councilmember Oliva)

Recommendation: Motion to receive and file.

9. CLOSED SESSION

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

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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 54956.8 – Conference with Real Property Negotiator

Location of Property: 4840 Clara Street, APN 6226 025 004

City's Negotiator(s): City Manager Henry Garcia and City Attorney Rick Olivarez

Party Negotiating With: Emiglia and Chiara Gigliotti

Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property

D. Closed Session Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel to Discuss a Matter of Existing Litigation – 21st Century Capital Investment Group LLC v. City of Cudahy et al, LASC No. BS146970; and

E. Closed Session Pursuant to Government Code Section 54956.9(d)(2) and Government Code Section 54956.9(e)(3) - Conference with Legal Counsel to Discuss Matter involving anticipated litigation and/or significant exposure to litigation - [One (1) matter]

G. 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]

10. ADJOURNMENT

<p>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</p>



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Jennifer Hernandez, Asst. Grants Coordinator

TITLE: **COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE 2014-2015 FISCAL YEAR**

REPORT SUMMARY:

The City has been notified that its preliminary Community Development Block Grant (CDBG) funding allocation for the 2014-2015 fiscal year is \$337,506. The purpose of this evening's public hearing is to consider the projects and associated budgets for the use of these funds.

BACKGROUND:

The primary national objectives of the CDBG program are to undertake activities that benefit low and moderate-income persons, and/or eliminate slum and blight conditions. The program requires that a minimum of 70 percent of the program funds be expended on activities that benefit low and moderate-income persons.

ELIGIBLE ACTIVITIES FOR FUNDING:

The types of activities that can be funded under the program, provided that they meet one of the national objectives stated above, include the following:

- Land acquisition and disposition;
- Development of, and improvements to, public facilities;
- Street and other infrastructure improvements;
- Demolition and clearance of property improvements;
- Code enforcement;
- Public service activities;
- Housing and commercial rehabilitation;
- Economic development activities; and
- Program administration.

INELIGIBLE ACTIVITIES

On the other hand, there are certain activities or projects for which CDBG funds cannot be used. These ineligible activities include:

- Construction of city halls, county administrative buildings, or other facilities in which the legislative, judicial, or general administrative affairs of the government are conducted;
- Purchase of equipment, unless otherwise required for program purposes;
- Operating and maintenance expenses;
- General government expenses; and
- Political activities.

FUNDING PROCESS:

The Federal Department of Housing and Urban Development (HUD) is responsible for administering the CDBG program. In order to receive funds, a city must submit an annual application to HUD. In the case of Cudahy, the City submits its application to the Los Angeles County Community Development Commission (CDC).

Prior to each new fiscal year, the CDC notifies the City of its final CDBG allocation for the coming fiscal year. At this time, the CDC also distributes the forms that the City must submit to receive these CDBG funds and conducts training sessions on the preparation of these forms. On **March 3, 2014**, a public hearing notice soliciting suggestions and recommendations for the use of CDBG funds for Fiscal Year 2014-2015 was posted at City Hall and other public buildings within the City. The public hearing notice informed the community that the Cudahy City Council would consider the various suggestions it receives at this evening's public hearing prior to approval of specific projects and budgets.

CURRENT PROJECTS:

During the current (2013-2014) fiscal year the City has allocated its CDBG funds to a variety of projects. Exhibit A describes these projects along with the funds budgeted for each project for the current fiscal year. These projects address identified local needs while meeting the national objective of the CDBG program of giving maximum feasible priority to activities that benefit low and moderate- income persons.

PROPOSED PROJECTS:

Based on study sessions with City staff assessing previous projects, and in response to public comments during City Council Meeting, it has been determined that the proposed projects would be most beneficial for the City of Cudahy. The allocated amount does not

include the funds that the city will be requesting in addition to the allocation. These additional funds will be used to supplement existing projects as well as introduce new projects such as the installation of a Synthetic Soccer Field for Lugo Park. The additional funds are drawn from unallocated funds that went unused from prior years. Additionally, these funds may be used as matching funds for other state and federal grants, rather than using monies from the City's General Fund.

UNALLOCATED FUNDING:

In addition to the preliminary CDBG allocation of \$337, 506, the City of Cudahy currently has a balance of \$399,053 in unallocated funding from left over previous program years. This amount will be allocated to projects for the 2014-2015 Program Year resulting a in a total balance of \$736,559.

2014-2015 FISCAL YEAR FUNDING:

The CDC has notified the City that its preliminary CDBG allocation for the 2014-15 fiscal year is \$337,506. In considering potential projects/programs for funding, it should be pointed out that up to 15 percent of the coming year's allocation, or \$50,625, can be budgeted for public services.

Administrative delivery services for the Housing Rehabilitation Programs are not to exceed 20 percent of their recommended budgets. Therefore, the budget for administration of the Housing Rehabilitation Programs has been budgeted not to exceed \$30,000.

The purpose of this evening's public hearing is to review the City's current use of CDBG funds and, more importantly, to determine the projects to be undertaken using CDBG funds during the coming fiscal year. It would be appropriate for the Cudahy City Council to open the public hearing and receive suggestions from the public for the use of the available CDBG funds.

RECOMMENDATION:

Staff is recommending that the Cudahy City Council:

Adopt Resolution No. **14-20**

Attachments: Exhibit A - Project Titles, 2013-2014 and 2014-2015 Fiscal Years
Resolution No. **14-20**

EXHIBIT A
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROJECT DESCRIPTIONS
2013-2014 AND 2014-2015 FISCAL YEARS

PROJECT TITLE	AMOUNT	RECOMMENDED
	APPROVED	
	2013-2014	2014-2015
Single Unit Housing Rehabilitation	120,000	150,000
Business Assistance Program	23,403	23,403
Code Enforcement Program	150,000	75,000
Parenting Classes/JADE Program	21,730	21,730
Clara Street Park Food Distribution	28,456	28,895
Bedwell Hall Re-Roofing Project	127,106	0
Lugo Park Soccer Field	0	362,531
Lugo Park Restroom Rehabilitation	0	75,000
TOTALS	470,695	736,559

RESOLUTION NO. 14-20

**A RESOLUTION OF THE CITY OF CUDAHY CITY COUNCIL APPROVING
PROJECTS/PROGRAMS FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING DURING THE 2014-15 FISCAL YEAR**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Cudahy has received notification of the availability of \$337,506 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2014-15; and

WHEREAS, community-based and other local non-profit organizations that serve the residents of Cudahy have been invited to submit proposals for the utilization of these funds; and

WHEREAS, the Cudahy City Council has published information regarding eligible activities under the Act and has conducted a public hearing to solicit suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED, that the Cudahy City Council hereby allocates the City's available CDBG funds for the following purposes:

Single Unit Housing Rehabilitation	\$ 150,000
Lugo Park Restroom Rehabilitation	\$ 75,000
Lugo Park Soccer Field	\$ 362,531
Business Assistance Program	\$ 23,403
Code Enforcement	\$ 75,000
Parenting Classes/ JADE	\$ 21,730
Clara Street Park Food Distribution	\$ 28,895
Total	\$ 736,559

PASSED AND APPROVED, this 18th day of March 2014.



AGENDA REPORT

MEETING DATE: March 18, 2014
TO: Honorable Mayor and Members of the City Council
THROUGH: Finance
FROM: Steven Dobrenen
TITLE: **Demands and Payroll for the Month of January, 2014**

RECOMMENDATION:

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

SUMMARY:

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

Computer warrants	36734 - 36815
Void checks	36801
Total amount disbursed	\$235,597.25

Payroll Warrants including payroll taxes and insurance premiums:

	January 9, 2014	January 23, 2014
Issued Warrants Number	17335-17395	17396-17469
Voided Warrants		17405, 17455-17464
Issued Warrants Amounts	\$ 17,593.37	\$ 14,418.78
Direct Deposits	46,427.40	47,163.55
CalPERS Direct Deposit (a)	28,592.60	
CalPERS Direct Deposit (b)	16,422.37	
Payroll taxes (c)	14,508.48	14,670.16
Total Amount	\$ 123,544.22	\$ 76,252.49
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: 02/26/2014

Time: 9:12 am

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
36734	01/07/2014	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL SERVICE DECEMBER	484.00 0.00	484.00

Ref#	GL Number	Gross	Discount	Amount
24576	001-4025-6758.000	101.00	0.00	101.00
24577	001-4025-6758.000	101.00	0.00	101.00
24578	001-4025-6758.000	117.00	0.00	117.00
24579	001-4025-6758.000	101.00	0.00	101.00
24580	001-4025-6758.000	64.00	0.00	64.00

Check Amount 484.00

36735	01/07/2014	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLE WATER SERVICE	421.60 0.00	421.60
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Ref#	GL Number	Gross	Discount	Amount
24561	001-4410-6395.000	421.60	0.00	421.60

Check Amount 421.60

36736	01/07/2014	5189 Printed	COMMUNITY DEVELOPMENT COMM LOAN: SORIANO 8202 CRAFTON AVE	42,005.51 0.00	42,005.51
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Ref#	GL Number	Gross	Discount	Amount
24583	510-4625-6840.000	42,005.51	0.00	42,005.51

Check Amount 42,005.51

36737	01/07/2014	6045 Printed	CONTRERAS GARDEN SUPPLY SERVICE MAINTENANCE EQUIPMENT	185.00 0.00	185.00
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Ref#	GL Number	Gross	Discount	Amount
24564	001-4410-6770.000	185.00	0.00	185.00

Check Amount 185.00

36738	01/07/2014	0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE AND CONTROL NOV.	4,006.54 0.00	4,006.54
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Ref#	GL Number	Gross	Discount	Amount
24560	001-4510-6703.000	4,006.54	0.00	4,006.54

Check Amount 4,006.54

36739	01/07/2014	1206 Printed	COUNTY OF LOS ANGELES IND WAST INSPECTION IND WASTE NOVEMBER	1,375.64 0.00	1,375.64
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Ref#	GL Number	Gross	Discount	Amount
24572	001-4212-6752.000	1,375.64	0.00	1,375.64

Check Amount 1,375.64

36740	01/07/2014	8116 Printed	DE SANTIAGO ALEX UMPIRE	167.00 0.00	167.00
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Ref#	GL Number	Gross	Discount	Amount
24567	001-4350-6590.000	167.00	0.00	167.00

Check Amount 167.00

36741	01/07/2014	8378 Printed	GELDER WALT SWAP-MEET HOURS NOVEMBER 2013	200.00 0.00	200.00
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Ref#	GL Number	Gross	Discount	Amount
24552	710-6012-6720.000	200.00	0.00	200.00

Check Amount 200.00

Check Register Report

Date: 02/26/2014
 Time: 9:12 am
 Page: 2

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount										
36742	01/07/2014	5795 Printed	GRAND VISTA STEEL STEEL FLAT BAR FOR BIKE PATH	65.40 0.00	65.40										
				Check Amount	65.40										
<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>24574</td> <td>001-4410-6765.000</td> <td>65.40</td> <td>0.00</td> <td>65.40</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24574	001-4410-6765.000	65.40	0.00	65.40
Ref#	GL Number	Gross	Discount	Amount											
24574	001-4410-6765.000	65.40	0.00	65.40											
36743	01/07/2014	9723 Printed	IT SYSTEMHOUSE, INC. CONTRUCTUAL - OCTOBER 2013	3,200.00 0.00	3,200.00										
				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>24569</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	24569	001-4020-6910.000	3,200.00	0.00	3,200.00
Ref#	GL Number	Gross	Discount	Amount											
24569	001-4020-6910.000	3,200.00	0.00	3,200.00											
36744	01/07/2014	8057 Printed	KONICA MINOLTA BUSINESS COPIER MAINTENANCE BIZHUB 552	150.52 0.00	150.52										
				Check Amount	150.52										
<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>24557</td> <td>001-4020-6370.000</td> <td>150.52</td> <td>0.00</td> <td>150.52</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24557	001-4020-6370.000	150.52	0.00	150.52
Ref#	GL Number	Gross	Discount	Amount											
24557	001-4020-6370.000	150.52	0.00	150.52											
36745	01/07/2014	5004-1 Printed	LEGISLATIVE ADVOCACY GROUP INC LEGISLATIVE SERV NOVEMBER 2013	2,000.00 0.00	2,000.00										
				Check Amount	2,000.00										
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Ref#	GL Number	Gross	Discount	Amount											
24558	001-4001-6753.000	2,000.00	0.00	2,000.00											
36746	01/07/2014	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP NOVEMBER 2013	3,045.00 0.00	3,045.00										
				Check Amount	3,045.00										
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Ref#	GL Number	Gross	Discount	Amount											
24559	251-4760-6550.000	3,045.00	0.00	3,045.00											
36747	01/07/2014	10075 Printed	MOTELY GRAPHIX FLAG FOOTBALL SHIRTS	1,096.00 0.00	1,096.00										
				Check Amount	1,096.00										
<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>24581</td> <td>001-4350-6250.000</td> <td>1,096.00</td> <td>0.00</td> <td>1,096.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24581	001-4350-6250.000	1,096.00	0.00	1,096.00
Ref#	GL Number	Gross	Discount	Amount											
24581	001-4350-6250.000	1,096.00	0.00	1,096.00											
36748	01/07/2014	5187 Printed	OCCUPATIONAL HEALTH SERVICES PEP HEALTH EXAM S. DOBRENEN	62.00 0.00	62.00										
				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>24582</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	24582	001-4015-6320.000	62.00	0.00	62.00
Ref#	GL Number	Gross	Discount	Amount											
24582	001-4015-6320.000	62.00	0.00	62.00											
36749	01/07/2014	1978 Printed	OFFICE DEPOT BUSINESS SCAN SITE MAP - CLARA PARK	4.16 0.00	4.16										
				Check Amount	4.16										
<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>24549</td> <td>001-4216-6745.000</td> <td>4.16</td> <td>0.00</td> <td>4.16</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24549	001-4216-6745.000	4.16	0.00	4.16
Ref#	GL Number	Gross	Discount	Amount											
24549	001-4216-6745.000	4.16	0.00	4.16											
36750	01/07/2014	9970 Printed	OLIVAREZ MADRUGA, P.C. LEGAL SERVICES OCTOBER 2013	29,184.41 0.00	29,184.41										
				Check Amount	29,184.41										
<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></td> <td></td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount					
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
	24570	001-4005-6755.000	29,184.41	0.00	29,184.41
			Check Amount		29,184.41
36751	01/07/2014	9717 Printed	PCAM, LLC SHUTTLE SERVICE NOVEMBER 2013	13,719.96 0.00	13,719.96
	Ref#	GL Number	Gross	Discount	Amount
	24565	251-4740-6780.000	13,719.96	0.00	13,719.96
			Check Amount		13,719.96
36752	01/07/2014	5537 Printed	PSI PRINTING SYSTEM INC. PAYROLL CHECKS 17401-18500	186.71 0.00	186.71
	Ref#	GL Number	Gross	Discount	Amount
	24575	001-4155-6080.000	186.71	0.00	186.71
			Check Amount		186.71
36753	01/07/2014	2802 Printed	SAM'S CLUB CYF & NEIGHBORHOOD WATCH MTGS	498.69 0.00	498.69
	Ref#	GL Number	Gross	Discount	Amount
	24582	001-4502-6520.000	70.19	0.00	70.19
	24582	710-6010-6013.000	428.50	0.00	428.50
			Check Amount		498.69
36754	01/07/2014	0069-2 Printed	SIEMENS INDUSTRY, INC. SERVICED CITY STREET LIGHTS	3,917.83 0.00	3,917.83
	Ref#	GL Number	Gross	Discount	Amount
	24550	350-4430-6775.000	674.61	0.00	674.61
	24551	350-4430-6775.000	408.74	0.00	408.74
	24568	350-4430-6775.000	2,834.48	0.00	2,834.48
			Check Amount		3,917.83
36755	01/07/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILL	15.88 0.00	15.88
	Ref#	GL Number	Gross	Discount	Amount
	24571	201-4420-6318.000	15.88	0.00	15.88
			Check Amount		15.88
36756	01/07/2014	9517 Printed	TECH AUTO CLINIC VEHICLE MAINTENANCE #7	294.64 0.00	294.64
	Ref#	GL Number	Gross	Discount	Amount
	24563	001-4410-6394.000	294.64	0.00	294.64
			Check Amount		294.64
36757	01/07/2014	9626 Printed	THE BANCORP BANK 2012 FORD FUSION HYBRID (2VEH)	1,211.96 0.00	1,211.96
	Ref#	GL Number	Gross	Discount	Amount
	24573	257-4780-6990.000	1,211.96	0.00	1,211.96
			Check Amount		1,211.96
36758	01/07/2014	10002 Printed	TORRES EMMANUEL UMPIRE	125.00 0.00	125.00
	Ref#	GL Number	Gross	Discount	Amount
	24566	001-4350-6590.000	125.00	0.00	125.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
				Check Amount	125.00																									
36759	01/07/2014	10026 Printed	TRIMMING LAND COMPANY, INC. TREE MAINTENANCE SERVICE	10,550.00 0.00	10,550.00																									
				Check Amount	10,550.00																									
<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>24548</td> <td>201-4425-6785.000</td> <td style="text-align: right;">10,550.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">10,550.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24548	201-4425-6785.000	10,550.00	0.00	10,550.00															
Ref#	GL Number	Gross	Discount	Amount																										
24548	201-4425-6785.000	10,550.00	0.00	10,550.00																										
				Check Amount	10,550.00																									
36760	01/07/2014	5631 Printed	WELLS LOCK & KEY KEY DUPLICATES	297.00 0.00	297.00																									
				Check Amount	297.00																									
<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>24553</td> <td>001-4410-6140.000</td> <td style="text-align: right;">70.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">70.00</td> </tr> <tr> <td>24554</td> <td>001-4025-6010.000</td> <td style="text-align: right;">65.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">65.00</td> </tr> <tr> <td>24555</td> <td>001-4410-6140.000</td> <td style="text-align: right;">45.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">45.00</td> </tr> <tr> <td>24556</td> <td>001-4410-6140.000</td> <td style="text-align: right;">117.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">117.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24553	001-4410-6140.000	70.00	0.00	70.00	24554	001-4025-6010.000	65.00	0.00	65.00	24555	001-4410-6140.000	45.00	0.00	45.00	24556	001-4410-6140.000	117.00	0.00	117.00
Ref#	GL Number	Gross	Discount	Amount																										
24553	001-4410-6140.000	70.00	0.00	70.00																										
24554	001-4025-6010.000	65.00	0.00	65.00																										
24555	001-4410-6140.000	45.00	0.00	45.00																										
24556	001-4410-6140.000	117.00	0.00	117.00																										
				Check Amount	297.00																									
36761	01/21/2014	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	39.75 0.00	39.75																									
				Check Amount	39.75																									
<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>24594</td> <td>201-4425-6150.000</td> <td style="text-align: right;">39.75</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">39.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24594	201-4425-6150.000	39.75	0.00	39.75															
Ref#	GL Number	Gross	Discount	Amount																										
24594	201-4425-6150.000	39.75	0.00	39.75																										
				Check Amount	39.75																									
36762	01/21/2014	0001 Printed	AAA BURGLAR ALARM CO, ALARM MONITOR FEE	794.00 0.00	794.00																									
				Check Amount	794.00																									
<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>24618</td> <td>001-4025-6700.000</td> <td style="text-align: right;">794.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">794.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24618	001-4025-6700.000	794.00	0.00	794.00															
Ref#	GL Number	Gross	Discount	Amount																										
24618	001-4025-6700.000	794.00	0.00	794.00																										
				Check Amount	794.00																									
36763	01/21/2014	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD NOV 24 - DEC 7	2,586.60 0.00	2,586.60																									
				Check Amount	2,586.60																									
<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>24592</td> <td>001-4520-6730.000</td> <td style="text-align: right;">1,724.40</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">1,724.40</td> </tr> <tr> <td>24601</td> <td>001-4520-6730.000</td> <td style="text-align: right;">862.20</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">862.20</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24592	001-4520-6730.000	1,724.40	0.00	1,724.40	24601	001-4520-6730.000	862.20	0.00	862.20										
Ref#	GL Number	Gross	Discount	Amount																										
24592	001-4520-6730.000	1,724.40	0.00	1,724.40																										
24601	001-4520-6730.000	862.20	0.00	862.20																										
				Check Amount	2,586.60																									
36764	01/21/2014	9603 Printed	ALLY LEASE JANUARY 2014; 2010 GMC	482.90 0.00	482.90																									
				Check Amount	482.90																									
<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>24593</td> <td>257-4780-6393.000</td> <td style="text-align: right;">482.90</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">482.90</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24593	257-4780-6393.000	482.90	0.00	482.90															
Ref#	GL Number	Gross	Discount	Amount																										
24593	257-4780-6393.000	482.90	0.00	482.90																										
				Check Amount	482.90																									
36765	01/21/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE CHARGES	121.26 0.00	121.26																									
				Check Amount	121.26																									
<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>24646</td> <td>001-4025-6390.000</td> <td style="text-align: right;">80.72</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">80.72</td> </tr> <tr> <td>24646</td> <td>001-4350-6390.000</td> <td style="text-align: right;">40.54</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">40.54</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24646	001-4025-6390.000	80.72	0.00	80.72	24646	001-4350-6390.000	40.54	0.00	40.54										
Ref#	GL Number	Gross	Discount	Amount																										
24646	001-4025-6390.000	80.72	0.00	80.72																										
24646	001-4350-6390.000	40.54	0.00	40.54																										
				Check Amount	121.26																									
36766	01/21/2014	8021 Printed	AT & T MOBILITY CELLULAR SERVICES NOV 7 - DEC6	337.00 0.00	337.00																									
				Check Amount	337.00																									
<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> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount																				
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
	24607	001-4151-6390.000		56.34 0.00	56.34
	24607	001-4301-6390.000		55.34 0.00	55.34
	24607	001-4020-6390.000		21.64 0.00	21.64
	24607	001-4018-6390.000		65.82 0.00	65.82
	24607	001-4210-6390.000		65.34 0.00	65.34
	24607	510-4230-6390.000		72.52 0.00	72.52
			Check Amount		337.00
36767	01/21/2014	0057-2 Printed	AT & T PHONE SERVICE FRAME RELAY SERVICE	31.51 0.00	31.51
	Ref#	GL Number	Gross	Discount	Amount
	24620	001-4025-6390.000	31.51	0.00	31.51
			Check Amount		31.51
36768	01/21/2014	5729 Printed	BELL AUTO DETAIL WASH CITY VEHICLES APRIL-AUG	240.00 0.00	240.00
	Ref#	GL Number	Gross	Discount	Amount
	24596	710-6010-6394.000	30.00	0.00	30.00
	24596	201-4425-6394.000	20.00	0.00	20.00
	24596	001-4502-6394.000	30.00	0.00	30.00
	24596	510-4230-6394.000	60.00	0.00	60.00
	24596	001-4530-6394.000	100.00	0.00	100.00
			Check Amount		240.00
36769	01/21/2014	7019 Printed	BUSINESS CARD CREDIT CARD PAYMENT	2,145.68 0.00	2,145.68
	Ref#	GL Number	Gross	Discount	Amount
	24648	001-4020-6080.000	149.20	0.00	149.20
	24648	001-4310-6585.000	1,996.48	0.00	1,996.48
			Check Amount		2,145.68
36770	01/21/2014	8061 Printed	CELEDON'S EXER. EQUIP. SERV. SERVICED FITNESS EQUIPMENT	938.15 0.00	938.15
	Ref#	GL Number	Gross	Discount	Amount
	24656	001-4360-6377.000	353.04	0.00	353.04
	24657	001-4360-6377.000	585.11	0.00	585.11
			Check Amount		938.15
36771	01/21/2014	6096 Printed	CLEAN SOURCE INC CUSTODIAL SUPPLIES	2,161.56 0.00	2,161.56
	Ref#	GL Number	Gross	Discount	Amount
	24600	001-4025-6015.000	2,161.56	0.00	2,161.56
			Check Amount		2,161.56
36772	01/21/2014	9719 Printed	CSG CONSULTANTS, INC. BUILDING PLAN REVIEW SERVICE	728.46 0.00	728.46
	Ref#	GL Number	Gross	Discount	Amount
	24599	001-4215-6745.000	728.46	0.00	728.46
			Check Amount		728.46
36773	01/21/2014	5538 Printed	CSMFO MEMBERSHIP FEES	110.00 0.00	110.00
	Ref#	GL Number	Gross	Discount	Amount

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	24649	001-4151-6388.000		110.00	
				0.00	
				110.00	
36774	01/21/2014	2167 Printed	DAILY BREEZE PRESS TELEGRAM ADVERTISING PUBLIC HEARINGS	2,143.26 0.00	2,143.26
				110.00	
				2,143.26	
				0.00	
				2,143.26	
36775	01/21/2014	10005 Printed	DAPEER, ROSENBLIT & LITVAK, MUNICIPAL CODE ENFORCEMENT SRV	2,918.95 0.00	2,918.95
				2,918.95	
				0.00	
				2,918.95	
36776	01/21/2014	8116 Printed	DE SANTIAGO ALEX UMPIRE	51.00 0.00	51.00
				51.00	
				0.00	
				51.00	
36777	01/21/2014	8017 Printed	DEPARTMENT OF CONSERVATION QUARTERLY STRONG MOTION	38.98 0.00	38.98
				38.98	
				0.00	
				38.98	
36778	01/21/2014	9998 Printed	DOWNEY SIGN & LIGHTING INSTALLED GARLANDS & WREATHS	2,098.09 0.00	2,098.09
				2,098.09	
				0.00	
				2,098.09	
36779	01/21/2014	0097-3 Printed	EMPLOYMENT DEVELOPMENT DEPT. UNEMPLOYMENT INSURANCE DUES	2,594.97 0.00	2,594.97
				2,594.97	
				0.00	
				2,594.97	
36780	01/21/2014	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED DECEMBER 2013	99.00 0.00	99.00
				99.00	
				0.00	
				99.00	

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
36781	01/21/2014	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE NOV 25 - DEC 23	1,154.39 0.00	1,154.39																									
				Check Amount	1,154.39																									
<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>24591</td> <td>201-4425-6395.000</td> <td>54.20</td> <td>0.00</td> <td>54.20</td> </tr> <tr> <td>24634</td> <td>001-4410-6395.000</td> <td>1,100.19</td> <td>0.00</td> <td>1,100.19</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24591	201-4425-6395.000	54.20	0.00	54.20	24634	001-4410-6395.000	1,100.19	0.00	1,100.19										
Ref#	GL Number	Gross	Discount	Amount																										
24591	201-4425-6395.000	54.20	0.00	54.20																										
24634	001-4410-6395.000	1,100.19	0.00	1,100.19																										
36782	01/21/2014	9960 Printed	GUERRERO JACK M REIMBURSEMENT	100.00 0.00	100.00																									
				Check Amount	100.00																									
<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>24650</td> <td>001-4001-6312.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24650	001-4001-6312.000	100.00	0.00	100.00															
Ref#	GL Number	Gross	Discount	Amount																										
24650	001-4001-6312.000	100.00	0.00	100.00																										
36783	01/21/2014	2724 Printed	HOME DEPOT CREDIT SERVICES HARDWARE AND SUPPLIES	1,582.61 0.00	1,582.61																									
				Check Amount	1,582.61																									
<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>24643</td> <td>001-4025-6010.000</td> <td>503.34</td> <td>0.00</td> <td>503.34</td> </tr> <tr> <td>24643</td> <td>001-4310-6585.000</td> <td>23.29</td> <td>0.00</td> <td>23.29</td> </tr> <tr> <td>24643</td> <td>001-4410-6750.000</td> <td>116.24</td> <td>0.00</td> <td>116.24</td> </tr> <tr> <td>24643</td> <td>001-4410-6140.000</td> <td>939.74</td> <td>0.00</td> <td>939.74</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24643	001-4025-6010.000	503.34	0.00	503.34	24643	001-4310-6585.000	23.29	0.00	23.29	24643	001-4410-6750.000	116.24	0.00	116.24	24643	001-4410-6140.000	939.74	0.00	939.74
Ref#	GL Number	Gross	Discount	Amount																										
24643	001-4025-6010.000	503.34	0.00	503.34																										
24643	001-4310-6585.000	23.29	0.00	23.29																										
24643	001-4410-6750.000	116.24	0.00	116.24																										
24643	001-4410-6140.000	939.74	0.00	939.74																										
36784	01/21/2014	0042 Printed	HUNTINGTON PARK RUBBER STAMP NAME PLATE COUNCIL CHAMBERS	12.21 0.00	12.21																									
				Check Amount	12.21																									
<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>24605</td> <td>001-4025-6010.000</td> <td>12.21</td> <td>0.00</td> <td>12.21</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24605	001-4025-6010.000	12.21	0.00	12.21															
Ref#	GL Number	Gross	Discount	Amount																										
24605	001-4025-6010.000	12.21	0.00	12.21																										
36785	01/21/2014	5238 Printed	INTERNATIONAL INSTITUTE ANNUAL MEMBERSHIP 2014	210.00 0.00	210.00																									
				Check Amount	210.00																									
<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>24595</td> <td>001-4008-6386.000</td> <td>210.00</td> <td>0.00</td> <td>210.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24595	001-4008-6386.000	210.00	0.00	210.00															
Ref#	GL Number	Gross	Discount	Amount																										
24595	001-4008-6386.000	210.00	0.00	210.00																										
36786	01/21/2014	9723 Printed	IT SYSTEMHOUSE, INC. IT DEPARTMENT MONTHLY FEE	6,400.00 0.00	6,400.00																									
				Check Amount	6,400.00																									
<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>24640</td> <td>001-4020-6910.000</td> <td>3,200.00</td> <td>0.00</td> <td>3,200.00</td> </tr> <tr> <td>24641</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	24640	001-4020-6910.000	3,200.00	0.00	3,200.00	24641	001-4020-6910.000	3,200.00	0.00	3,200.00										
Ref#	GL Number	Gross	Discount	Amount																										
24640	001-4020-6910.000	3,200.00	0.00	3,200.00																										
24641	001-4020-6910.000	3,200.00	0.00	3,200.00																										
36787	01/21/2014	2378 Printed	ITL, INC. FUEL	1,072.40 0.00	1,072.40																									
				Check Amount	1,072.40																									
<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>24628</td> <td>201-4425-6040.000</td> <td>258.69</td> <td>0.00</td> <td>258.69</td> </tr> <tr> <td>24628</td> <td>001-4530-6040.000</td> <td>201.55</td> <td>0.00</td> <td>201.55</td> </tr> <tr> <td>24628</td> <td>001-4410-6040.000</td> <td>551.44</td> <td>0.00</td> <td>551.44</td> </tr> <tr> <td>24628</td> <td>001-4020-6040.000</td> <td>60.72</td> <td>0.00</td> <td>60.72</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24628	201-4425-6040.000	258.69	0.00	258.69	24628	001-4530-6040.000	201.55	0.00	201.55	24628	001-4410-6040.000	551.44	0.00	551.44	24628	001-4020-6040.000	60.72	0.00	60.72
Ref#	GL Number	Gross	Discount	Amount																										
24628	201-4425-6040.000	258.69	0.00	258.69																										
24628	001-4530-6040.000	201.55	0.00	201.55																										
24628	001-4410-6040.000	551.44	0.00	551.44																										
24628	001-4020-6040.000	60.72	0.00	60.72																										
36788	01/21/2014	4553 Printed	J. V. PRINTING BUSINESS CARDS DIANE OLIVA	31.61 0.00	31.61																									
				Check Amount	31.61																									

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Date: 02/26/2014

Time: 9:12 am

Page: 8

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
<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>24635</td> <td>001-4001-6080.000</td> <td>31.61</td> <td>0.00</td> <td>31.61</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24635	001-4001-6080.000	31.61	0.00	31.61										
Ref#	GL Number	Gross	Discount	Amount																					
24635	001-4001-6080.000	31.61	0.00	31.61																					
			Check Amount	31.61																					
36789	01/21/2014	5710 Printed	JADE FAMILY SERVICES JADE PARENTING CLASSES	5,575.12 0.00	5,575.12																				
<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>24651</td> <td>510-4643-6720.000</td> <td>5,575.12</td> <td>0.00</td> <td>5,575.12</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24651	510-4643-6720.000	5,575.12	0.00	5,575.12										
Ref#	GL Number	Gross	Discount	Amount																					
24651	510-4643-6720.000	5,575.12	0.00	5,575.12																					
			Check Amount	5,575.12																					
36790	01/21/2014	8057 Printed	KONICA MINOLTA BUSINESS MAINTENANCE AGREEMENT	209.58 0.00	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>24639</td> <td>001-4020-6014.000</td> <td>209.58</td> <td>0.00</td> <td>209.58</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24639	001-4020-6014.000	209.58	0.00	209.58										
Ref#	GL Number	Gross	Discount	Amount																					
24639	001-4020-6014.000	209.58	0.00	209.58																					
			Check Amount	209.58																					
36791	01/21/2014	9668 Printed	KONICA MINOLTA BUSINESS COPIER MAINTENANCE CONTRACT	236.38 0.00	236.38																				
<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>24590</td> <td>001-4020-6323.000</td> <td>236.38</td> <td>0.00</td> <td>236.38</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24590	001-4020-6323.000	236.38	0.00	236.38										
Ref#	GL Number	Gross	Discount	Amount																					
24590	001-4020-6323.000	236.38	0.00	236.38																					
			Check Amount	236.38																					
36792	01/21/2014	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT SPECIAL EVENT DRUG FORFEITURE	1,854.07 0.00	1,854.07																				
<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>24622</td> <td>040-4501-6763.000</td> <td>1,854.07</td> <td>0.00</td> <td>1,854.07</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24622	040-4501-6763.000	1,854.07	0.00	1,854.07										
Ref#	GL Number	Gross	Discount	Amount																					
24622	040-4501-6763.000	1,854.07	0.00	1,854.07																					
			Check Amount	1,854.07																					
36793	01/21/2014	10080 Printed	MAIL FINANCE POSTAGE MACHINE LEASE	312.75 0.00	312.75																				
<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>24653</td> <td>001-4020-6385.000</td> <td>312.75</td> <td>0.00</td> <td>312.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24653	001-4020-6385.000	312.75	0.00	312.75										
Ref#	GL Number	Gross	Discount	Amount																					
24653	001-4020-6385.000	312.75	0.00	312.75																					
			Check Amount	312.75																					
36794	01/21/2014	9962 Printed	MUNI TEMPS STAFFING ACCOUNTINT SERVICE W/E 12/29/13	13,350.00 0.00	13,350.00																				
<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>24614</td> <td>001-4151-6720.000</td> <td>4,500.00</td> <td>0.00</td> <td>4,500.00</td> </tr> <tr> <td>24615</td> <td>001-4151-6720.000</td> <td>5,850.00</td> <td>0.00</td> <td>5,850.00</td> </tr> <tr> <td>24616</td> <td>001-4151-6720.000</td> <td>3,000.00</td> <td>0.00</td> <td>3,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24614	001-4151-6720.000	4,500.00	0.00	4,500.00	24615	001-4151-6720.000	5,850.00	0.00	5,850.00	24616	001-4151-6720.000	3,000.00	0.00	3,000.00
Ref#	GL Number	Gross	Discount	Amount																					
24614	001-4151-6720.000	4,500.00	0.00	4,500.00																					
24615	001-4151-6720.000	5,850.00	0.00	5,850.00																					
24616	001-4151-6720.000	3,000.00	0.00	3,000.00																					
			Check Amount	13,350.00																					
36795	01/21/2014	7014 Printed	NATIONWIDE ENVIRONMENTAL STREET & PARK SWEEPING DECEMBE	9,045.49 0.00	9,045.49																				
<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>24633</td> <td>201-4425-6778.000</td> <td>9,045.49</td> <td>0.00</td> <td>9,045.49</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24633	201-4425-6778.000	9,045.49	0.00	9,045.49										
Ref#	GL Number	Gross	Discount	Amount																					
24633	201-4425-6778.000	9,045.49	0.00	9,045.49																					
			Check Amount	9,045.49																					
36796	01/21/2014	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE	200.00 0.00	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> </table>						Ref#	GL Number	Gross	Discount	Amount															
Ref#	GL Number	Gross	Discount	Amount																					

Check Register Report

Date: 02/26/2014
 Time: 9:12 am
 Page: 10

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																							
36804	01/21/2014	0172 Printed	SMART & FINAL FOOD SERVICE CHRISTMAS EVENT SUPPLIES	109.60 0.00	109.60																																																							
				Check Amount	109.60																																																							
<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>24613</td> <td>001-4020-6060.000</td> <td>15.57</td> <td>0.00</td> <td>15.57</td> </tr> <tr> <td>24613</td> <td>001-4310-6585.000</td> <td>94.03</td> <td>0.00</td> <td>94.03</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24613	001-4020-6060.000	15.57	0.00	15.57	24613	001-4310-6585.000	94.03	0.00	94.03																																								
Ref#	GL Number	Gross	Discount	Amount																																																								
24613	001-4020-6060.000	15.57	0.00	15.57																																																								
24613	001-4310-6585.000	94.03	0.00	94.03																																																								
36805	01/21/2014	5489 Printed	SOURCE ONE COPY PAPER CITY HALL OPERATION	107.55 0.00	107.55																																																							
				Check Amount	107.55																																																							
<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>24642</td> <td>001-4020-6080.000</td> <td>107.55</td> <td>0.00</td> <td>107.55</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24642	001-4020-6080.000	107.55	0.00	107.55																																													
Ref#	GL Number	Gross	Discount	Amount																																																								
24642	001-4020-6080.000	107.55	0.00	107.55																																																								
36806	01/21/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILL	18,746.36 0.00	18,746.36																																																							
				Check Amount	18,746.36																																																							
<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>24589</td> <td>350-4430-6318.000</td> <td>107.30</td> <td>0.00</td> <td>107.30</td> </tr> <tr> <td>24589</td> <td>001-4410-6318.000</td> <td>2,101.40</td> <td>0.00</td> <td>2,101.40</td> </tr> <tr> <td>24589</td> <td>001-4020-6318.000</td> <td>3,507.31</td> <td>0.00</td> <td>3,507.31</td> </tr> <tr> <td>24589</td> <td>201-4420-6318.000</td> <td>1,146.14</td> <td>0.00</td> <td>1,146.14</td> </tr> <tr> <td>24606</td> <td>201-4420-6318.000</td> <td>123.79</td> <td>0.00</td> <td>123.79</td> </tr> <tr> <td>24606</td> <td>001-4410-6318.000</td> <td>2,914.96</td> <td>0.00</td> <td>2,914.96</td> </tr> <tr> <td>24629</td> <td>201-4420-6318.000</td> <td>27.14</td> <td>0.00</td> <td>27.14</td> </tr> <tr> <td>24647</td> <td>350-4430-6318.000</td> <td>6,098.46</td> <td>0.00</td> <td>6,098.46</td> </tr> <tr> <td>24647</td> <td>001-4410-6318.000</td> <td>2,601.45</td> <td>0.00</td> <td>2,601.45</td> </tr> <tr> <td>24647</td> <td>201-4420-6318.000</td> <td>118.41</td> <td>0.00</td> <td>118.41</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24589	350-4430-6318.000	107.30	0.00	107.30	24589	001-4410-6318.000	2,101.40	0.00	2,101.40	24589	001-4020-6318.000	3,507.31	0.00	3,507.31	24589	201-4420-6318.000	1,146.14	0.00	1,146.14	24606	201-4420-6318.000	123.79	0.00	123.79	24606	001-4410-6318.000	2,914.96	0.00	2,914.96	24629	201-4420-6318.000	27.14	0.00	27.14	24647	350-4430-6318.000	6,098.46	0.00	6,098.46	24647	001-4410-6318.000	2,601.45	0.00	2,601.45	24647	201-4420-6318.000	118.41	0.00	118.41
Ref#	GL Number	Gross	Discount	Amount																																																								
24589	350-4430-6318.000	107.30	0.00	107.30																																																								
24589	001-4410-6318.000	2,101.40	0.00	2,101.40																																																								
24589	001-4020-6318.000	3,507.31	0.00	3,507.31																																																								
24589	201-4420-6318.000	1,146.14	0.00	1,146.14																																																								
24606	201-4420-6318.000	123.79	0.00	123.79																																																								
24606	001-4410-6318.000	2,914.96	0.00	2,914.96																																																								
24629	201-4420-6318.000	27.14	0.00	27.14																																																								
24647	350-4430-6318.000	6,098.46	0.00	6,098.46																																																								
24647	001-4410-6318.000	2,601.45	0.00	2,601.45																																																								
24647	201-4420-6318.000	118.41	0.00	118.41																																																								
36807	01/21/2014	0458-1 Printed	THE BANK OF NEW YORK ADM FEE OCT2013 - SEPT 2014	2,385.00 0.00	2,385.00																																																							
				Check Amount	2,385.00																																																							
<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>24586</td> <td>610-4930-6820.000</td> <td>2,385.00</td> <td>0.00</td> <td>2,385.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24586	610-4930-6820.000	2,385.00	0.00	2,385.00																																													
Ref#	GL Number	Gross	Discount	Amount																																																								
24586	610-4930-6820.000	2,385.00	0.00	2,385.00																																																								
36808	01/21/2014	0071 Printed	THE GAS COMPANY GAS CHARGE 5220 SANTA ANA STR	97.02 0.00	97.02																																																							
				Check Amount	97.02																																																							
<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>24608</td> <td>001-4410-6380.000</td> <td>50.12</td> <td>0.00</td> <td>50.12</td> </tr> <tr> <td>24609</td> <td>001-4020-6380.000</td> <td>46.90</td> <td>0.00</td> <td>46.90</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24608	001-4410-6380.000	50.12	0.00	50.12	24609	001-4020-6380.000	46.90	0.00	46.90																																								
Ref#	GL Number	Gross	Discount	Amount																																																								
24608	001-4410-6380.000	50.12	0.00	50.12																																																								
24609	001-4020-6380.000	46.90	0.00	46.90																																																								
36809	01/21/2014	10002 Printed	TORRES EMMANUEL UMPIRE	123.00 0.00	123.00																																																							
				Check Amount	123.00																																																							
<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>24630</td> <td>001-4350-6590.000</td> <td>123.00</td> <td>0.00</td> <td>123.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24630	001-4350-6590.000	123.00	0.00	123.00																																													
Ref#	GL Number	Gross	Discount	Amount																																																								
24630	001-4350-6590.000	123.00	0.00	123.00																																																								
36810	01/21/2014	0079 Printed	TRACT 180 WATER COMPANY WATER SERVICE NOV 1 - DEC 31	2,323.80 0.00	2,323.80																																																							
				Check Amount	2,323.80																																																							
<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>24611</td> <td>001-4020-6395.000</td> <td>66.60</td> <td>0.00</td> <td>66.60</td> </tr> <tr> <td>24611</td> <td>201-4425-6395.000</td> <td>252.80</td> <td>0.00</td> <td>252.80</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	24611	001-4020-6395.000	66.60	0.00	66.60	24611	201-4425-6395.000	252.80	0.00	252.80																																								
Ref#	GL Number	Gross	Discount	Amount																																																								
24611	001-4020-6395.000	66.60	0.00	66.60																																																								
24611	201-4425-6395.000	252.80	0.00	252.80																																																								

Check Register Report

Date: 02/26/2014
 Time: 9:12 am
 Page: 11

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	24611	001-4410-6395.000	2,004.40	0.00	2,004.40
			Check Amount	2,323.80	
36811	01/21/2014	9991 Printed	TRANSTECH PLAN CHECK SERVICE	3,039.21 0.00	3,039.21
	Ref#	GL Number	Gross	Discount	Amount
	24617	001-4215-6745.000	3,039.21	0.00	3,039.21
			Check Amount	3,039.21	
36812	01/21/2014	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT 14 TICKECKS	21.00 0.00	21.00
	Ref#	GL Number	Gross	Discount	Amount
	24627	201-4425-6735.000	21.00	0.00	21.00
			Check Amount	21.00	
36813	01/21/2014	4517 Printed	UNITED STATES POSTAL SERVICE POSTAL OFFICE PERMIT FEE	200.00 0.00	200.00
	Ref#	GL Number	Gross	Discount	Amount
	24638	001-4020-6385.000	200.00	0.00	200.00
			Check Amount	200.00	
36814	01/21/2014	9951 Printed	WILLDAN PROFESSIONAL SERVICE CITY ENG.	770.00 0.00	770.00
	Ref#	GL Number	Gross	Discount	Amount
	24644	001-4216-6720.000	490.00	0.00	490.00
	24645	001-4216-6720.000	280.00	0.00	280.00
			Check Amount	770.00	
36815	01/21/2014	0643 Printed	ZUMAR INDUSTRIES. INC. FIRE LANE SIGNS	1,091.34 0.00	1,091.34
	Ref#	GL Number	Gross	Discount	Amount
	24632	201-4425-6387.000	1,091.34	0.00	1,091.34
			Check Amount	1,091.34	

Total Checks:	82	Bank Total(excluding void checks):	235,597.25
Total Checks:	82	Grand Total(excluding void checks):	235,597.25



AGENDA REPORT

MEETING DATE: March 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 January, 2014**

RECOMMENDATION:

It is recommended that the City Council approve the LAIF Investment Fund Report for the month of January, 2014

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	January 01, 2014	\$4,900,407.85
Ending Balance as of	January 31, 2014	<u><u>\$5,703,624.83</u></u>

CITY OF CUDAHY
Cash and Investment Report January, 2014

6C

	Decemebr, 2013	Receipts	Disbursements	January, 2014
001 General Fund	2,578,959.82	1,594,881.92	290,583.58	3,883,258.16
040 Drug Assets Seizure Fund	49,550.99	4,866.87	1,854.07	52,563.79
201 State Gas Tax	840,222.36	52,162.67	39,671.79	852,713.24
205 ARRA-JAG	(16,143.30)			(16,143.30)
210 ISTE A	17,096.89	9.73		17,106.62
221 County ATC Gas Tax Fund	35,447.74	20.18		35,467.92
230 Traffic Congestion Fund	(18,340.36)			(18,340.36)
240 Prop 1 B - Local Street Improv.	463,813.64	264.02		464,077.66
242 Prop 42	(3,689.44)			(3,689.44)
251 Prop C	71,795.95	26,402.57	19,379.14	78,819.38
252 Prop A	577,264.71	29,258.76	2,614.13	603,909.34
253 Measure R	264,412.03	17,916.60	5,968.02	276,360.61
255 TDA	407.45			407.45
257 AQMD	23,201.55	11.26	1,694.86	21,517.95
260 Used Oil	6,617.07	3.77		6,620.84
261 California Beverage Container	6,706.00	3.82		6,709.82
265 Recycling Grant	14,179.51	8.07		14,187.58
270 C.O.P.S	52,225.53	14,608.22		66,833.75
275 CLEEP	57.48	0.03		57.51
282 State Park Clara Grant Phase 3	282.34	0.16		282.50
300 CAL Home	128,754.22	74.03	708.18	128,120.07
350 Street Lighting fund	70,894.83	8,100.75	10,123.59	68,871.99
390 Quimby Act Fund	69.30	0.04		69.34
490 CRA Capital Project Fund	(2,803.08)			(2,803.08)
510 CDBG	24,536.30	500.00	61,672.35	(36,636.05)
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	1,235,498.25	2,385.00	1,819,535.27
710 Youth Foundation	208,144.08	2,956.83	1,297.15	209,803.76
730 Refuse Assessment	131,766.66	41,200.75		172,967.41
	<u>6,121,394.45</u>	<u>3,028,749.30</u>	<u>437,951.86</u>	<u>8,712,191.89</u>
LAIF- CITY	4,900,407.85	803,216.98		5,703,624.83
Wells Fargo	1,220,986.66	2,225,532.32	437,951.86	3,008,567.12
TOTAL	<u>6,121,394.51</u>	<u>3,028,749.30</u>	<u>437,951.86</u>	<u>8,712,191.95</u>

Cash disbursements per January Demand and Payroll Reports:

AP disbursements	235,597.25
Payroll - January 9, 2014	123,544.22
Payroll - January 23, 2014	76,252.49
Add: Total Bank charges in January, 2013	962.84
Add: Misc charges paid by credit card	1,595.06
Total Cash Disbursements per January Cash & Investment Report	<u>437,951.86</u>



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: City Manager's Office

FROM: Henry Garcia, Interim City Manager

TITLE: **PROFESSIONAL SERVICES AGREEMENT FOR ANALYSIS AND RECOMMENDATIONS OF COMMUNITY DEVELOPMENT DEPARTMENT**

RECOMMENDATION

It is recommended that the City Council approve consultant Barry Foster to provide professional services to the City of Cudahy by providing an analysis and recommendations of Community Development Department. **Professional Services Agreement Attached (EXIBIT A)**

SUMMARY

Currently the Community Development Department includes seven (7) divisions. It is in the best interest of the City to perform an overview and assessment of Community Development Department to determine how the organization should be structured for the upcoming fiscal year (to include staffing), how to improve service deliverables and how to provide the most effective customer service..

FISCAL IMPACT

The consultant will be provide his services for six (6) weeks/forty-two (42) days with twenty (30) actual eight (8) work days for a total of one hundred and sixty (240) total hours at an hourly rate of seventy-five dollars (\$75) per hour. The total contract will be for twelve thousand dollars (\$18,000.00).

As stated in the attached professional services agreement in Section 1.3 (c): The City Manager may approve the requested extension administratively if within his purchasing authority under the Municipal Code of the City; should the estimated compensation for the extension exceed the City Manager's spending authority under the Municipal Code, the extension shall be approved by City Council. No extension of time shall exceed a period of sixty (60) calendar days from the date that the Notice to Proceed is first issued.

BACKGROUND/DISCUSSION

A consultant will provide an overview and assessment of Community Development Department, specifically the following divisions:

- Public Works
- Parks and Recreation
- Engineering
- Planning
- Community Development
- Municipal Officers
- Code Enforcement

At the end of the assessment the consultant will provide a final report which will make recommendations to the City Manager of how the organization should be structured for the upcoming fiscal year (to include staffing), how to improve service deliverables and how to provide the most effective customer service.

ATTACHMENTS

EXHIBIT A: Professional Services Agreement – Barry Foster



2014
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Departmental Efficiency Analysis)
(Parties: Barry Foster and the City of Cudahy)

THIS 2014 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of March, 2014 (hereinafter, the "Effective Date"), by and between the City of Cudahy, a municipal corporation (hereinafter, "City") and Barry Foster, with its principal place of business at 5762 Via Las Nubes, Riverside, CA 92506 (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.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, City requires professional services for the performance of Departmental Efficiency Analysis at City Hall, located at 5220 Santa Ana Street, Cudahy, CA 90201 ("City Hall"); and

WHEREAS, Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;

WHEREAS, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, this total not-to-exceed sum associated with the performance of the work contemplated under this Agreement was approved by the City Council at the March ___, 2014 City Council meeting in the amount of \$18,000.00.

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

I.
ENGAGEMENT REQUIREMENTS

- 1.1 ENGAGEMENT: This Agreement relates to the performance of Departmental Efficiency Analysis at City Hall in the City of Cudahy. The aforementioned undertaking and all services conducted in the furtherance undertaking may hereinafter be referred to by the capitalized term "Project."
- 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 the summary of the scope of work that is attached and incorporated hereto as **Exhibit "A"** (hereinafter "Scope of Work"). For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the "Notice to Proceed"). If required, Consultant shall provide City with a printed hard copy of the deliverable agreed upon in the Scope of Work. All other deliverables shall be in the appropriate electronic media format.
- 1.3 PROSECUTION OF WORK: The Parties agrees as follows:
- (a) Completion Date. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Work shall be commenced within forty-eight (48) hours of City's issuance of the Notice to Proceed. Work shall be completed within forty-two (42) calendar days after the Notice to Proceed is issued (the "Completion Date").
 - (b) Extension Term. The City Representative in his sole and absolute discretion may grant additional time to complete the Work upon the written request of Consultant. Written request must be submitted to the City Representative at least seven (7) calendar days prior to the Completion Date, and shall include the following information:
 - a. The estimated hours needed to complete the Work;
 - b. The required tasks necessary to complete the Work;
 - c. The steps Consultant has taken to mitigate the delay past the Completion Date.
 - (c) The City Representative, in his sole and absolute discretion, may approve the requested extension administratively if within his purchasing authority under the Municipal Code of the City ("Municipal Code"); should the estimated compensation for the extension exceed the City Manager's spending authority under the Municipal Code, the extension

shall be approved by City Council. Notwithstanding the foregoing, no extension of time shall exceed a period of sixty (60) calendar days from the date that the Notice to Proceed is first issued. No services or tasks performed by Consultant during any extension period shall cause Consultant's overall compensation to exceed the aggregate of the Not-To-Exceed Sum plus the extension compensation agreed upon by the Parties, as approved pursuant to the purchasing authority provisions of Chapter 3.16 of the Municipal Code and subject to the compensation restrictions of section 1.4 and Exhibit A of this Agreement.

- (d) Consultant shall conduct the work continuously and with due diligence so as to complete the Work by the Completion Date. Consultant shall cooperate with City and in no manner interfere with the work of City, its employees or other consultants/contractors retained by City in connection with the Project or the site where the Project is located. Consultant shall provide, at its sole expense, such additional shifts and/or overtime necessary to meet the completion schedule.
- (e) If, as a result of fire, earthquake, war, strikes, picketing, boycotts, lockouts, Act of God or other causes beyond the control of City, City and Consultant jointly conclude that it is inadvisable to proceed with the Services, then Consultant shall, upon receipt of written notice from City, immediately discontinue any further work hereunder until such time as City or Consultant may deem it advisable to resume the services. Consultant shall resume the Services in a prompt manner upon receiving notice from City to do so, and Consultant shall not be entitled to any damages or compensation on account of any such cessation of work as a result of any of the foregoing causes.
- (f) Consultant shall not claim or be entitled to receive any compensation or damage because of failure of Consultant or its subconsultants, to have related services or tasks completed in a timely manner.
- (g) Consultant shall at all times enforce strict discipline and good order among Consultant's employees.
- (h) Consultant, at its sole expense, shall pay all sales, consumer, use and other similar taxes required by law.

1.4 COMPENSATION:

- (a) Consultant shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." Consultant shall be paid for the number of hours he provides services in performance of the Work. Consultant shall be paid at an hourly rate of **SEVENTY FIVE DOLLARS PER HOUR (\$75.00/hour)** (hereinafter "Hourly Rate").

(b) The foregoing notwithstanding, Consultant's total compensation for performing the Work shall not exceed the aggregate sum of **EIGHTEEN THOUSAND DOLLARS (\$18,000.00)** (hereinafter, the "Not-To-Exceed Sum"). The Parties agree that the Not-To-Exceed Sum includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Not-To-Exceed Sum unless the availability of funds for the added expenditure is first reviewed by the City Manager and unless such added expenditure is specifically approved in advance and in writing by the City and in accordance with section 1.3 of this Agreement. In no event shall City pay Consultant for services that have not been approved pursuant to the terms and conditions of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: City shall pay Consultant at the Hourly Rate in increments as Consultant completes the various services and tasks that make up the Work. At the end of each month during the term of this Agreement, Consultant shall submit to City a monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. Within fifteen (15) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within thirty (30) calendar days 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 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.
- 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 REPRESENTATIVE: The City hereby designates the City Manager or designee (hereinafter, the "City Representative") to act as its representatives for the performance of this Agreement. The City Representative or his 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 their designee.
- 2.2 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 Representative at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representative or their designees.
- 2.3 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:
- A. Consultant shall perform all work skillfully, and with the standard of care of a reasonable engineer that is performing the same work, at the same time and locality and under the same or similar conditions faced by Consultant.
 - 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. Consultant shall perform all Work under this Agreement in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;
 - F. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and
 - G. All of Consultant's employees and agents (including but not limited to Consultant's 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.

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. 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 Representative in writing 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 in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.4 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.
- 2.5 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 others during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent performance under this Agreement or 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.

- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative 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. In keeping with the indemnification provisions of Article IV, below, Consultant shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal of any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.
- 2.7 COMPLIANCE WITH LAWS: Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of Cudahy and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work. Consultant's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Consultant shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with Work. If Consultant performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Consultant shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article IV, below, Consultant shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statutes, codes, rules, regulations or ordinances.

- 2.8 **SAFETY**: Consultant shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 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.
- 2.11. **INDEPENDENT CONTRACTOR**: 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.
- 2.12. **WARRANTIES**: All new products manufactured by Consultant will be free from defects in material and workmanship for up to one (1) year following the date of shipment from Consultant. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) calendar days from the date that such repaired or replaced product is shipped from Consultant. This warranty is available to the City as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with Consultant's standards.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE**: As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue

a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).

3.2 **REQUIRED COVERAGES:** Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

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). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit.

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:** Consultant shall procure and maintain Workers’ Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer’s Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers’ Compensation insurer shall also agree to waive all rights of subrogation against City and City’s elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers’ Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant’s earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City’s elected or appointed officials, officers, employees, agents or volunteers.

D. **Professional Liability 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.

- 3.3 **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, designated agents and volunteers as additional insureds.
- 3.4 **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 the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City Representative are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 **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.
- 3.6 **WAIVER OF SUBROGATION:** No policy of insurance or endorsement thereto that is procured by Consultant pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Consultant or Consultant's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf Consultant or Consultant's contractors, subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representative may waive this requirement as to CGL Coverage but only upon Consultant's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

- 3.7 **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 of Cudahy. Accordingly, Consultant warrants, represents and agrees that its 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 request by the City, City shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of Consultants' manuscript policies. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.
- 3.8 **NOTICE OF TERMINATION:** All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to City. Consultant agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 3.9 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies City may have under this Agreement or at law or in equity, if Consultant fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: (a) Order Consultant to stop any and all work under this Agreement or withhold any payment, which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; or (b) terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may have and is not the exclusive remedy for Consultant's to failure to comply with the insurance requirements set forth under this Article.
- 3.10 **SUBCONTRACTORS INSURANCE COVERAGE:** Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.

- 3.11 **NO LIMITATION ON LIABILITY**: Consultant's procurement of insurance shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's indemnification duties set forth under Article IV of this Agreement.
- 3.12 **SUBJECT TO WAIVER**: City Manager, in his sole and absolute discretion, may waive any of the above insurance requirements in this Article III as they apply to Consultant unless such provisions are required under any federal, state or local law, including local ordinances and resolutions.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, designated agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, indemnified from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, or any other cost to the extent caused by CONSULTANT's negligent act, error or omission in 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, and defend the CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, and 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) to the extent caused by CONSULTANT's negligent, act, error or omission in the 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 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 here 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, designated 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 In the event of concurrent negligence on the part of CONSULTANT or any of its officers, officials, employees, agents or volunteers, CITY or any of its officers, officials, employees, agents or volunteers or any of its officers, officials, employees, agents or volunteers, the liability or any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- 4.8 CONSULTANT agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California.
- 4.9 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold 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, by written notice to Consultant, terminate this Agreement immediately at any time and without cause by giving written notice to Consultant of such termination. Such termination by City shall take effect immediately upon the issuance of its written notice. Upon termination, Consultant shall be compensated only for the Work which has been adequately rendered to City, and

Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for breach of this Agreement. 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 other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Consultant is in breach (whether or not such breach is caused by Consultant or Consultant's officials, officers, employees, agents, contractors, subcontractors or subconsultants, City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 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:** This Agreement creates, at no cost or expense to City, a perpetual license for City to copy, use, reuse, retain, obtain, modify, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, reports, written strategies, written analyses, specifications, studies, drawings, estimates, and other like documents or works of authorship fixed in any tangible medium of expression, including but not limited to documents, drawings, or specifications recorded electronically or magnetically, whether prepared by or on behalf of Consultant in the performance of the Work or this Agreement; for purposes of this Agreement such material shall hereinafter be referred to collectively as "Documents and Data". Consultant shall require all contractors, subcontractors and subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the contractor, subcontractor or subconsultant prepares under this Agreement. Consultant warrants and represents that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
- 6.2 **CONFIDENTIALITY:** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. 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 **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:
Barry Foster
5762 Via Las Nubes
Riverside, CA 92506
Phone:
Fax:

CITY:
City of Cudahy
Attn: Henry Garcia, Interim City Manager
5220 Santa Ana Street
Cudahy, CA 90201
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 prepared and addressed to the Party at its applicable address.

- 6.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 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.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: City reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.
- 6.7 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.
- 6.8 TIME IS OF THE ESSENCE: The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- 6.9 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.

- 6.10 ATTORNEY'S 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 attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.17 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.
- 6.18 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 are not embodied herein shall be valid or binding. No

For Internal Use Only
Contract 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 6.15, above.

- 6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant, one counterpart shall be delivered to the City Clerk for the City of Cudahy and one counterpart shall be delivered to the City Manager's Office. 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 6.15, above.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CONSULTANT:

CITY OF CUDAHY, a municipal corporation

BARRY FOSTER

By: _____
Jack Guerrero
Mayor

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez
City Attorney

Date: _____

**EXHIBIT "A"
SCOPE OF WORK**

I. Overview and assessment of the following divisions:

- Public Works
- Parks and Recreation
- Engineering
- Planning
- Community Development
- Municipal Officers
- Code Enforcement

II. Final Report

The Consultant will determine best practices, work efficiencies and workloads of all divisions. The Consultant will submit a final, written report to the City Manager within seven (7) calendar days of completion of the Work ("Final Report"). The Final Report shall include the following information:

- Identify the procedures and criteria used by Consultant when observing, researching, interviewing, analyzing or otherwise assessing City procedures and staff
- Identify areas where efficiency is lacking in the procedures and practices of each division
- Identify areas where staffing could be improved or modified for better efficiency
- Recommendations on how the City should be structured for the upcoming fiscal year, including staffing
- Recommendation on how to improve service deliverables and how to provide the most effective customer service

[Compensation calculations on following page]

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III. Compensation

Work is to be concluded in six (6) weeks/forty-two (42) calendar days pursuant to the following chart:

Compensation Calculation

Service Period	6 weeks/42 calendar days
Actual Work Days	30 days
Work Day Hours	8 hours
Total Hours Allowed	240.00
Hourly Rate	\$75.00/hr.
Not-to-Exceed Sum	\$18,000.00



AGENDA REPORT

MEETING DATE: March 18, 2014

TO: Honorable Vice Mayor and Members of the City Council

FROM: Henry Garcia, City Manager

TITLE: **Resolution of the City Council of the City of Cudahy Authorizing the City Manager to Implement Layoffs for Certain Part Time and Full Time Positions of the City and Issue any Required Notices to Affected Employees**

RECOMMENDATION: Staff recommends approval of the Resolution No. 14- 21 set forth by the Cudahy City Council.

SUMMARY: The City of Cudahy has faced financial hardship over the years as a result of the economic downturn, dissolution of redevelopment agencies, as well as, other factors that led to the reduction of City funding. As a result, the City is currently operating at a deficit, making it very difficult to achieve a balanced budget.

DISCUSSION: As a means of addressing the anticipated reduction of City revenues for the remainder of the 2013-2014 Fiscal Year carrying over into the 2014-2015 Fiscal Year, the City Council must now consider alternative approaches to achieve solid fiscal stability. Currently under consideration is the reduction of personnel costs in the Community Development Department. The personnel downsizing under consideration would impact of 2 part time positions in the Municipal Department and one full time position in the Code Enforcement Department. It has been determined that the layoffs contemplated in the attached resolution are the only reasonable viable means of allowing the City to operate within its budgetary constraints in the foreseeable future.

ATTACHMENTS:

Resolution No: 14-21 Resolution of the City Council of the City of Cudahy Authorizing the City Manager to Implement Layoffs for Certain Part Time and Full Time Positions of the City and Issue any Required Notices to Affected Employees

RESOLUTION No. 14-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING THE CITY MANAGER TO IMPLEMENT LAYOFFS FOR CERTAIN PART TIME AND FULL TIME POSITIONS OF THE CITY AND ISSUE ANY REQUIRED NOTICES TO AFFECTED EMPLOYEES

WHEREAS, the City of Cudahy ("City"), like other California communities, has endured much economic hardship over the last several years; and

WHEREAS, the City Council, with the aim of putting the City on a solid fiscal footing, seeks to implement layoff required to address the City's anticipated reduction in revenues for the remainder of the 2013-2014 Fiscal Year carrying over into the 2014-2015 Fiscal Year; and

WHEREAS, the layoff effort is to be undertaken in accordance with the City's Personnel Rules and Regulations Policy ("City Policies"), the 2012-2015 Memorandum of Understanding with Cudahy Miscellaneous Employees Association (the "MOU"), the Meyers-Milias-Brown Act ("MMBA") and other State laws, as the foregoing apply to any of the affected positions; and

WHEREAS, the City Council and City's management staff have determined that the layoffs contemplated herein are the only reasonably viable means of allowing the City to operate within its budgetary constraints in the foreseeable future; and

WHEREAS, an employer's decision to lay off employees may be made unilaterally and is not within the scope of bargaining.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Manager and the City's Human Resources staff are authorized to issue layoff notices for the following two (2) unrepresented positions:

- (a) Two (2) part-time Municipal Officer positions; and

SECTION 2. The City Manager and the City's Human Resources staff are authorized to issue a layoff notice for the following position represented by the Cudahy Miscellaneous Employees Association ("CMEA"):

- (a) Code Enforcement Officer.

SECTION 3. The layoff effort is to be undertaken in accordance with the City's Personnel Rules and Regulations Policy ("City Policies"), the 2012-2015 Memorandum of Understanding with Cudahy Miscellaneous Employees Association (the "MOU"), the Meyers-Milias-Brown Act ("MMBA") and other State laws, to the extent the foregoing apply to any of the affected positions identified above.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

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

ORDINANCE NO. 629**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADDING CHAPTER 2.54 OF TITLE 2 OF THE CUDAHY MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN ETHICS REGULATIONS**

WHEREAS, the City Council seeks to restore public trust in local government and the electoral process by preventing corruption or the appearance of corruption; and

WHEREAS, the City Council specifically desires to implement regulatory safeguards upon the giving and soliciting of campaign contributions for persons seeking to become elected officials of the City of Cudahy ("City") and those who are incumbent elected officials of the City; and

WHEREAS, the proposed regulations sought by the Council are intended to establish practices consistent with the City Council's commitment to conduct the public's business in accordance with high ethical standards and in a manner consistent with open government practices; and

WHEREAS, it is also recognized that the First Amendment affords broad protections for political expression, which includes the right to contribute to election campaigns; and

WHEREAS, it is also recognized that public policy strongly encourages the giving and receiving of campaign contributions, which must be balanced with regulating the conduct of public officials in order to circumvent scheming and impropriety; and

WHEREAS, in *Buckley v. Valeo*, the United States Supreme Court, nevertheless, held that cities may constitutionally impose limits on campaign contributions to local candidates and their controlled committees; and

WHEREAS, Elections Code section 10202 allows cities to enact municipal campaign contribution limits by resolution or ordinance; and

WHEREAS, Government Code section 8013 of the Political Reform Act (the "Act"), allows cities to impose additional requirements beyond the Act that do not prevent compliance with the Act; and

WHEREAS, Government Code section 8570(a) of the Act, authorizes cities to impose campaign contribution limits.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Title 2 (Administration and Personnel) of the Cudahy Municipal Code is hereby amended by the addition of the following Chapter 2.54 which shall read as follows:

CHAPTER 2.54 – CAMPAIGN ETHICS REGULATIONS

Sec. 2.54.010 Definitions.

Sec. 2.54.020 Prohibition Against Solicitation Contributions, Gifts, or Loans.

Sec. 2.54.030 Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months After Approving a Permit or Decision.

Sec. 2.54.040 Disqualification From Proceedings Due to Contributions, Gifts, or Loans Received Within Twelve (12) Months Prior to Proceeding.

Sec. 2.54.050 Referral and Enforcement.

Sec. 2.54.060 Statute of Limitations.

Sec. 2.54.010 Definitions.

For the purpose of this chapter, certain words and phrases are defined, and the definitions set forth as follows shall apply to the provisions of this chapter unless it is apparent from the context that a different meaning is necessarily intended.

“City Official” includes: (i) any elected or appointed City officeholder, including any City officeholder elected but not yet sworn in; (ii) City employees who are required to file a statement of economic interest pursuant to the California Political Reform Act, as amended; and (iii) any “public official” of the City as the term “public official” is defined under Government Code section 82048.

“Campaign Committee” means any “committee” within the meaning of Government Code section 82013, any “controlled committee” within the meaning of Government Code section 82016, any “general purpose committee” within the meaning of Government Code section 82027.5, any “primarily formed committee” within the meaning of Government Code section 82047.5, any “sponsored committee” within the meaning of Government Code section 82048.7, political action committee, association of citizens, or any other organization or association formed for the purpose

of promoting or opposing the election or reelection of a person to City elected office.

“Contribution” shall have the same meaning as set forth under Government Code section 82015.

“Gift” shall have the same meaning as set forth under Government Code section 82028.

“Loan” means the temporary transfer of money or goods for the personal use of an individual with the expectation that the money or goods will be returned.

“Person” means any natural person; any corporation of any variety; any limited liability company; any partnership of any variety; any sole proprietorship; any joint venture or like commercial venture or partnership; any trust; any independent contractor; or any organization or association of persons of any variety and formed for any purpose, including, but not limited to, any collective bargaining group or labor association.

Sec. 2.54.020 Prohibition Against Solicitation Contributions, Gifts, or Loans.

It shall be unlawful for any City Official to use his or her office or position, or exercise the power or authority of his or her office or position, in any manner intended by the City Official to induce or coerce any of the following entities to make a Contribution, Gift or Loan to the City Official or to any Campaign Committee controlled by the City Official: (a) any Person currently under contract with the City to provide any service, goods, or equipment to the City in exchange for compensation paid by the City; (b) any Person who has a proposal or bid pending before the City for the award of a contract to provide the City with any service, goods, or equipment in exchange for compensation paid by the City; (c) any Person who has just been awarded a contract to provide the City with any service, goods, or equipment but has yet to execute a contract for the same; (d) any Person who is a party to any municipal franchise agreement with the City (e.g., to provide solid waste handling services, transportation services, and the like); (e) any Person who has a proposal or bid pending before the City for the award of any municipal franchise or any Person who has been awarded a municipal franchise but has yet to execute a franchise agreement with the City; (f) any employee of the City or any person employed by a public agency under contract with the City to provide a municipal service within the City; (g) any Person directly responsible for representing any represented or unrepresented employee or group of employees of the City in negotiations with the City regarding hourly wages, salaries, benefits (including pension benefits, retirement

benefits, medical benefits, and other benefits or perks provided by the City in lieu of wages or salaries), and other workplace conditions; or (h) any Person directly responsible for representing any represented or unrepresented employee or group of employees employed by a public agency under contract with the City to provide a municipal service within the City.

Sec. 2.54.030. Prohibition Against Soliciting or Accepting Campaign Contributions for Two (2) Years After Approving a Permit or Decision.

- A. No City Official or Campaign Committee controlled by the City Official shall solicit or accept any Contribution, Gift, or Loan in excess of One Hundred Dollars (\$100) or any aggregation of multiple Contributions, Gifts, or Loans that exceeds One Hundred Dollars (\$100) from any single Person for a period of two (2) years following the date final action is taken in any of the following varieties of matters in which the City Official participated in the deliberation and/or vote of the City Council: (i) any proceeding to approve or deny a license, permit, or land use entitlement in which the contributor, gift giver, or lender was the applicant or a natural person with an ownership interest in the applicant or is the owner of the real property parcel for which the license, permit, or land use entitlement corresponds; (ii) any proceeding to award a contract to provide services, goods, or equipment to the City in exchange for compensation paid by the City wherein the contributor, gift giver, or lender was the Person awarded the contract or has an ownership interest in the Person awarded the contract or wherein the entity awarded the contract is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iii) any proceeding to award a municipal franchise agreement wherein the contributor, gift giver or lender was the Person awarded the franchise or has an ownership interest in the franchisee or wherein the entity awarded the franchise is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iv) any proceeding to approve a collective bargaining agreement or employment agreement in which the Person making the contribution or loan represents the represented or unrepresented employee(s) covered under the collective bargaining agreement or employment agreement; and (v) any proceeding to take action on the approval, renewal, or termination of an agreement in which another public agency will provide a municipal service to the City wherein the Person making the contribution, gift, or loan is the collective bargaining representative of the employees who will perform the municipal service on behalf of the public agency.

- B. For purposes of this section, a City Official participates in a proceeding if he or she is counted as part of the quorum when a matter is deliberated and/or acted upon. Persons who abstain on a matter but remain on the dais shall still be considered part of the quorum. Only recusal and departure from the City Council chambers while the matter is being decided upon shall constitute non-participation. Absence from a meeting in which the subject matter was decided and deliberated upon shall also qualify as non-participation.
- C. For purposes of this section, members of the public, other than the applicant, the contractor, or direct recipient of an approval, who express an opinion to the City Council through direct public comment, through testimony at a public hearing, or in writing shall not be affected by this section.
- D. A City Official who accepts a Contribution, Gift, or Loan in violation of this section shall have thirty (30) calendar days from the date he or she is provided with written notice of the violation by the City Manager to return the Contribution, Gift, or Loan in full, and, if such Contribution, Gift, or Loan is returned within such 30-day period, no violation shall be deemed to have occurred.

Sec. 2.54.040 Disqualification from Proceedings Due to Contributions, Gifts, or Loans Received Within Two (2) Years Prior to Proceeding.

- A. No City Official shall vote on or otherwise participate in the deliberation of any of the following proceedings in the event the City Official or a Campaign Committee controlled by the City Official received a Contribution, Gift, or Loan in excess of One Hundred Dollars (\$100) or any aggregation of multiple Contributions, Gifts, or Loans that exceeds One Hundred Dollars (\$100) from any single Person within the two-year period immediately preceding the commencement of any City Council proceeding to: (i) any proceeding to approve or deny a license, permit, or land use entitlement in which the contributor, gift giver, or lender is the applicant or a natural person with an ownership interest in the applicant or is the owner of a real property parcel for which the license, permit, or land use entitlement corresponds; (ii) any proceeding to award a contract to provide services, goods, or equipment to the City in exchange for compensation paid by the City wherein the contributor, gift giver, or lender is the Person who is being considered for the award of the contract or has an ownership interest in the Person being considered for the award of the contract or wherein the entity being considered for the award of a contract is a subsidiary entity owned or otherwise controlled by

the contributor, gift giver, or lender; (iii) any proceeding to award a municipal franchise agreement wherein the contributor, gift giver, or lender was the Person who is being considered for the award of the franchise or has an ownership interest in the franchisee or wherein the entity being considered for the award of the franchise is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iv) any proceeding to approve a collective bargaining agreement or employment agreement in which the Person making the contribution, gift, or loan represents the represented or unrepresented employee(s) covered under the collective bargaining agreement or employment agreement; and (v) any proceeding to take action on the approval, renewal, or termination of an agreement in which another public agency will provide a municipal service to the City wherein the Person making the contribution, gift or loan is the collective bargaining representative of the employees who will perform the municipal service on behalf of the public agency.

- B. For purposes of this section a City Official participates in a proceeding if he or she is counted as part of the quorum when a matter is deliberated and/or acted upon. Persons who abstain on a matter but remain on the dais shall still be considered part of the quorum. Only recusal and departure from the City Council chambers while the matter is being decided upon shall constitute non-participation. Absence from a meeting in which the subject matter was decided and deliberated upon shall also qualify as non-participation.

- C. A City Official or Campaign Committee controlled by the City Official that accepts a Contribution, Gift, or Loan within the 12-month period set forth under subsection A of this section, above, may participate in any of the proceedings identified under subsection A of this section provided the City Official and/or his or her controlled Campaign Committee return the Contribution, Gift, or Loan in full no less than seven (7) calendar days prior to the date of the proceedings. The City Official and/or his or her controlled Campaign Committee must provide written confirmation and supporting documentation to the City Manager evidencing that the Contribution, Gift, or Loan has been returned prior to the meeting, and such written confirmation and supporting documentation must be entered into the record of the proceedings at the commencement of the proceedings before the City Official may be allowed to participate and vote on the matter.

Sec. 2.54.050 Prohibition Against Solicitation of Contributions and Gifts.

- A. It is unlawful for any City Official or any Campaign Committee controlled by the City Official to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- B. It is unlawful for any candidate for City elective office or any Campaign Committee controlled by the candidate or formed for the purpose of promoting or supporting the candidate's candidacy for City elected office to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- C. Notwithstanding subsections A and B, this section shall not prohibit a City Official or candidate for City elective office or any Campaign Committee controlled by such individuals from soliciting Contributions from City employees in instances where the City employee has voluntarily requested to be placed on a solicitation list or where the solicitation takes the form of a blanket solicitation made to the general public (e.g., the mass mailing, door-to-door distribution or electronic mail distribution of campaign materials which may include requests for contributions to City residents or to City residents with a particular party affiliation).
- D. Nothing in this section shall prohibit a City employee from making an unsolicited, voluntary Contribution to a City Official or candidate for City elective office, and nothing in this section shall prohibit a City Official or candidate for City elective office from accepting an unsolicited, voluntary Contribution from a City employee.

Sec.2.54.060 Referral and Enforcement.

Persons seeking to report alleged violations of this chapter 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. The writing shall specifically identify which provision(s) of this chapter 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). 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. Written allegations shall be submitted to the City Manager care of the City Clerk. The City Manager shall submit the materials to the City Prosecutor for review and evaluation within seven (7) calendar days of its receipt. The City Prosecutor shall have discretion to prosecute the matter pursuant to Chapter 1.36 (Penalty Provisions) of the Cudahy Municipal Code or may refer the matter to the District Attorney for potential

prosecution as a misdemeanor pursuant to Chapter 1.36. If the allegations contend that the City Manager has violated the provisions of this chapter, the writing shall be submitted to the City Attorney who shall in turn refer the matter to the City Prosecutor in the same manner as if the matter had been submitted to the City Manager. If the District Attorney declines to prosecute the matter, the matter shall be deemed closed and no further prosecution shall be forthcoming under this chapter.

Sec. 2.54.070 Statute of Limitations.

There shall be no prosecution for any specific alleged violation of this chapter if the written form containing the allegation of the violation is submitted to the City Clerk more than sixty (60) calendar days from the date the specific violation is alleged to have occurred. The City Prosecutor or the District Attorney shall have six (6) months from the date of submission of the written allegations to the City Clerk to prosecute any alleged violations. In the event the City Prosecutor or the District Attorney shall fail to prosecute the matter within said 6-month period the matter shall be deemed closed and no further prosecution shall be forthcoming under this chapter for the violations alleged.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

Section 3. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, title 14, chapter 3, because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance or a summary thereof to be published in the manner required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this fourth day of March, 2014.

RESOLUTION NO. 14-22**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO LIMIT INCIDENTAL EXPENDITURES AT COMMUNITY TOWN HALL GATHERINGS AND CITY COUNCIL MEETINGS**

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 limit incidental expenditures at community town hall gatherings and city council meetings to coffee, water, light snacks, cups, plastic utensils, paper napkins and related products. All other incidental expenditures, including decorations, signs and banners, raffled products, etc., shall be prohibited, unless legally permissible AND explicitly authorized by the City Council at an open and public meeting.

SECTION 2. The scope of this resolution relates to "incidental" expenditures, and therefore, does not address employee resources, facility maintenance, or related utility costs, which are normal operating expenditures associated with community town hall gatherings and city council meetings.

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 March, 2014.

RESOLUTION NO. 14-18**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO IMPLEMENT A MORATORIUM ON ALL NON-ESSENTIAL PROFESSIONAL SERVICES, UNTIL SUCH TIME THAT THE CITY COUNCIL APPROVES A BALANCED BUDGET WHICH AFFIRMATIVELY RE-INCORPORATES THESE SERVICES**

WHEREAS, THE City of Cudahy ("City"), like many California communities, is experiencing severe financial constraints; and

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

WHEREAS, The City is in the process of identifying areas where non-essential City expenditures may be further limited or eliminated.

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 suspend all non-essential professional services (as defined below), and implement a moratorium on all non-essential professional services, until such time that the City Council approves a balanced budget which affirmatively re-incorporates these services.

SECTION 2. Non-essential professional services shall be defined as those services which in the professional opinion of the City Manager, or in the determination of the City Council at an open and public meeting, are NOT necessary to further any of the following functions:

- (i) day-to-day operations at City Hall;
- (ii) regular proceedings of the Cudahy City Council;
- (iii) administration of any direct service to the public, within the City limits of Cudahy;
- (iv) any ongoing development or engineering projects in the City of Cudahy;
- (v) transitional and consulting services related to the City's administrative governance; and
- (vi) any statutorily or legally required services.

SECTION 3. In the case of existing contracts for non-essential professional services within the definitional scope of Section 2, the suspension of services shall apply only to those relationships with associated contractual agreements that allow for wind-down of services without penalty;

SECTION 2. This Resolution shall take effect immediately up its adoption, or as soon as practicable given contractual requirements. 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 March, 2014.

RESOLUTION NO. 14-23**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING THE CITY MANAGER RECRUITMENT PROCESS AND CITY MANAGER RECRUITMENT ADVISORY COMMITTEE**

WHEREAS, Cudahy Municipal Code Section 2.12.020, prescribes that the City Council of the City of Cudahy (the "City Council"), by resolution or contract, shall designate the person who shall serve as the City Manager; and

WHEREAS, the City of Cudahy (the "City") is beginning the recruitment process for the position of City Manager; and

WHEREAS, the City wants to ensure that every step is taken to evaluate the best candidates for the position of City Manager (the "candidates") through an established and transparent process; and

WHEREAS, the City Council wishes to establish a process whereby the candidates for the position of City Manager are evaluated and ranked pursuant to known and identifiable criteria to determine the best candidate for the position; and

WHEREAS, the City Council recognizes the importance and value of citizen participation in our representative form of government; and

WHEREAS, the City Council wishes to establish a City Manager Recruitment Advisory Committee which will assist the City Council in evaluating the top candidates for the position of City Manager.

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

SECTION 1. Establishment. There is hereby established both the City Manager Recruitment Process (the "Process") and the City Manager Recruitment Advisory Committee (the "Committee").

SECTION 2. Purpose. The purpose of the City Manager Recruitment Process is to designate a process of receiving candidate applications, conducting interviews, evaluating candidate qualifications, and selecting the best candidate for the position of City Manager. The purpose of the Committee, as part of the Process, is to evaluate and rank the top City Council–selected candidates, based on their applications, and make a non-binding recommendation to the City Council regarding the best candidate for the position.

SECTION 3. The Process. The Process will include the following six (6) steps: (1) solicitation and acceptance of applications; (2) review of applications and selection of candidates to be interviewed; (3) interview of candidates; (4) City Council's selection of top five (5) candidates; (5) evaluation of top five (5) candidates' applications and qualifications by the Committee and recommendation to City Council; (6) Final consideration of top five (5) candidates by City Council and City Council's selection of top candidate. Each step shall be conducted as follows:

A. Solicitation and Acceptance of Applications. The City Council may retain the services of a recruiter specializing in public agency employment ("Recruiter") or may designate a City staff member to conduct the application solicitation process. Solicitations shall include, at a minimum:

1. A description of the City and surrounding community.
2. Identification of the City's short term and long term goals.
3. The required and desired qualifications of a City Manager.
4. Compensation range and benefits package for the position.
5. Application filing deadline and submittal instructions.
6. A brief description of the timeline for application process, including application submittal time frame, and anticipated interview and candidate selection dates.
7. Contact person for questions regarding applications or application process.

Applications that are submitted past the deadline listed in the solicitation shall not be considered. If City staff are conducting the application process, the solicitation shall be sent out as a public notice.

Pursuant to the City of Cudahy Policy for Conducting Criminal Background Checks and Securing Received Criminal History Information, adopted by Resolution 13-04, the City is authorized to obtain criminal background information on all applicants for City employment. The application form shall include a notification and acknowledgment provision to inform applicants of this City policy. Candidates' criminal background information shall be taken into consideration in the application and employment process, subject to the applicable requirements, limits and conditions under federal, state, and local law and City policies.

B. Initial Review of Applications.

1. The Recruiter, if used, shall review all applications and narrow down the pool of candidates to between ten and twenty (10-20) candidates that best fit the needs of the City. If no recruiter, City Council shall review all applications that were timely submitted.

2. After review of the applications of Recruiter-selected candidates, or all candidate applications if no Recruiter, the City Council shall select qualified candidates to interview.

3. All City Council meetings conducted to review these applications shall take place in closed session as permitted under the Brown Act.

C. Interviewing Candidates.

1. Once the City Council has chosen the candidates to interview, the Recruiter or a designated City staff member shall contact the selected candidates within three (3) business days regarding the City's offer to interview.

2. Interview shall be scheduled during the time frame identified in the solicitation packet.

3. Interviews shall be conducted in closed session as permitted under the Brown Act.

D. Top Five Candidates. The City Council shall select the top five (5) candidates determined to be the most qualified for the position, based on application materials, references and information gathered during the interviews. The City Council shall inform the Recruiter or designated City staff member of the names of the top five (5) candidates whose applications are to be submitted to the Committee. The City Council shall authorize the Recruiter or designated staff member to commence criminal background checks on all five (5) candidates.

E. Committee Review and Recommendation. The Committee shall conduct its meetings and duties pursuant to Section 4 below. In no even shall the Committee make its recommendation to City Council later than twenty-one (21) days after the Committee's first meeting.

F. Final Consideration of Candidates and Selection. In making its final selection, the City Council shall take into consideration all information acquired on each candidate pursuant to this Process, including the City Council's impressions of each candidate's qualifications and suitability for the position during the interview(s), the needs of the City and

requirements of the position, and the recommendation and ranking provided by the Committee. While recognizing the importance of the Committee's opinion and taking it into careful consideration, the City Council shall not be bound by the Committee's recommendation or ranking of candidates.

- G. Offer and Negotiation. Upon making its final selection, the City Council, or the Recruiter, shall make an offer to the selected candidate and enter into contract negotiations with the selected candidate or his/her representative. If a selected candidate should reject the City's offer, or the parties are unable to reach agreement over contract provisions, the City Council shall have the authority to make an offer to another candidate. Any contract between the City and a selected candidate for the position of City Manager shall be approved at an open and public meeting pursuant to the Brown Act.

SECTION 4. City Manager Recruitment Advisory Committee. The City Manager Recruitment Advisory Committee is created by this formal action of the City Council, in the form of a resolution, and is a legislative body governed by the Brown Act (Government Code section 54952(b)).

- A. Appointment, Qualification and Composition.

1. The Committee shall consist of ten (10) Committee members ("Committee Members").

2. Each City Council Member shall nominate one (1) person to fill one (1) of the ten (10) Committee seats to fill a total of five (5) Committee seats, subject to Council approval. If, at any time, a Committee Member appointed by a City Council Member fails to meet the eligibility requirements of section 4(A)(3) below, the City Council Member who appointed the Committee Member shall appoint a new Committee Member to fill the vacancy.

3. The remaining five (5) Committee seats shall be filled by (1) the Planning Commission Chair, (2) the Aging and Senior Commission Chair, (3) the Parks and Recreation Commission Chair, (4) the Public Safety Chair, and (5) a representative from the Cudahy Miscellaneous Employees Association (CMEA). If, at any time, a Chair identified in this subsection A(3) fails to meet the eligibility requirements of section 4(A)(3) below and vacates his/her position on his/her respective commission, the new Chair for the commission shall fill the vacant seat on the Committee. If, at any time, a Chair in this subsection A(3) declines to serve on the Committee, the Chair's commission shall designate a new commission member fill the vacancy on the Committee. If, at any time, the CMEA representative fails to meet the eligibility requirements of section 4(A)(3) below, vacates his/her position in

CMEA, or declines to serve on the Committee, CMEA shall designate a new CMEA representative to fill the vacancy on the Committee.

4. No person shall be eligible for appointment as a Committee member unless at the time of such appointment he or she (1) is eighteen (18) years of age or older; and (2) is a resident of the City, owns property in the City, or is employed within the City. No person shall continue to serve as a Committee Member once he or she ceases to meet the eligibility requirements of this subsection A(4). When a Committee Member ceases to meet the eligibility requirements of this subsection A(4), the seat he or she occupies on the Committee shall be declared vacated by the City Council.

5. No person shall be considered qualified to serve as a Committee Member unless he or she first signs a Confidentiality Agreement wherein he or she agrees to maintain the confidentiality of the recruitment proceedings, including, but not limited to, maintaining in confidence the names and personal information of each candidate, information contained in application files, and any information received or discussed during Committee meetings.

B. Term of Office. Each Committee Member shall serve on the Committee until the Committee is dissolved pursuant to this Resolution. The Committee shall be dissolved when the City Council approves a contract for a final candidate.

C. Removal. A Committee Member may be removed by a majority vote of the City Council through its direct action or upon the Committee's recommendation.

D. Vacancy. If a Committee Member vacates a Committee seat for any reason, the vacated seat shall be replaced in accordance with Section 3(A), above. If a City Council member vacates a City Council seat, the presently serving Committee Member nominated by the vacating City Council Member shall continue to serve up to the normal expiration date of the City Council seat occupied by the vacating City Council Member.

E. Meeting Absence. Given the limited scope and number of meetings of the Committee, if a Committee Member is absent from a meeting, his or her seat shall be deemed vacant and shall not be filled.

F. No Compensation. Committee Members shall serve without compensation.

G. Meetings and Rule Adoption.

1. The Committee shall hold at least one (1) meeting before a recommendation is been made to City Council.

2. Seven (7) Committee Members constitute the minimum quorum necessary for the Committee to conduct business and take action.

3. The Committee shall adopt such rules as it considers necessary to conduct its business and perform its duties.

4. Committee meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code, section 54950, et seq.). All Committee meetings to discuss or review applications of the position of City Manager shall be conducted in closed session.

H. Chair and Vice-Chair. The Committee shall select a chair and vice-chair from among its members. The chair shall preside at Committee meetings and shall perform the duties necessary or incidental to that office. The vice-chair shall preside at Committee meetings and shall perform the duties necessary or incidental to that office. The vice-chair is the chair in the absence of the chair or in case of the inability of the chair to act.

I. Committee Duties The Committee is advisory in nature and has no authority or responsibility beyond that contained in this resolution, or beyond that which the City Council may, from time to time, delegate to it. The Committee shall have the following duties:

1. Confidentiality. The Committee shall maintain the confidential nature of the recruitment proceedings. All documents related to the recruitment process, including candidate applications, shall only be viewed during the Committee meetings and no documents, or copies thereof, shall be removed from the City Hall premises in digital or hard copy form. Committee Members are not to discuss any candidates or their applications with any individual outside of the Committee meetings, unless at an open and public meeting of the City Council pursuant to the laws of the Brown Act.

2. Review of Applications. The Committee shall review the applications of each of the top candidates selected by the City Council for Committee review. Criteria to be considered when reviewing each application shall include the following:

a. Any associate, bachelor or master's degrees, preferably in public or business administration or a related field. A bachelor degree is required.

- b. The amount of relevant senior level executive management experience, particularly in a municipal organization with similar scope and complexities to those of the City.
- c. The level of fiscal management experience. A moderate level of fiscal management experience is required.
- d. Number of economic development accomplishments and experience with community revitalization.
- e. Level of familiarity with the core city functions including human resources, planning, public works, public safety and community services.
- f. Experience developing intergovernmental relations or relations between regional jurisdictions

3. Ranking of Candidates. The Committee may choose to rank candidates either before or after discussion of the applications, or both, if desired. The last ranking in time shall be the ranking submitted to the City Council along with the Committee Recommendation. Each Committee Member shall rank candidates according to the following procedure:

- i. For each qualification listed in subsection I(2) above, Committee Members are to rank the candidate on a scale of 1 to 10. For purposes of this ranking: 1 = noticeably lacking skill, experience, or educational degree compared to a required or desired qualification; 10 = exceeds requirements and/or demonstrates a highly desirable level of the qualification).
- ii. A candidate's score for each qualification shall be determined by calculating the average of Committee Members' rankings ("Qualification Score"). Thus if the candidate received the following 10 rankings from Committee Members: 7, 5, 6, 5, 6, 6, 7, 4, 7, 5 for the qualification of "level of fiscal management experience", his fiscal management Qualification Score would be 5.8.
- iii. Committee Members shall repeat this process for each qualification of the candidate to determine the candidate's Qualification Scores for all qualifications listed in subsection (I)(2).
- iv. To determine a candidate's total score ("Candidate Score"), the Committee shall take the average of all of the candidate's Qualification Scores.
- v. The Committee Members are to utilize this process for all five (5) candidates.

- vi. After calculating each candidate's Candidate Score, the candidates shall be ranked 1 through 5, with Candidate 1 having the highest Candidate Score and Candidate 5 the lowest.

It is recommended that Committee Members read all applications and materials before beginning to rank each candidate's qualifications. If, during discussion of candidates pursuant to subsection I(4) below, Committee Members believe that a highly desirable qualification is not listed in subsection I(2) and should be considered when reviewing candidates' application, the Committee may add a new qualification to the ranking process by a two-thirds vote of the members present at the meeting.

4. Discussion of Candidates. The Committee is encouraged to discuss each candidate's strengths, weaknesses, and qualifications before choosing a top candidate to recommend to the City Council. The Committee shall restrict its discussion to the criteria and desired qualifications identified in this Resolution and refrain from any discussion of information received or otherwise acquired outside of the application process about a candidate.

5. Recommendation of Candidate. Upon completion of application review, discussion of the merits of each of the top candidates, and ranking of candidates, the Committee shall select the candidate the Committee feels is most qualified to serve as City Manager to recommend to the City Council. The Committee is not required to recommend the candidate ranked number 1 for Candidate Scores to the City Council. After reaching its decision, the Committee shall have seven (7) calendar days to submit to the City Clerk a written report consisting of a list with the ranking of the top five (5) candidates and a brief one-page report describing the basis for its recommendation of the top candidate to the City Clerk. The City Clerk shall then distribute the Committee's report to the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this ___ day of _____, 2014.

Jack Guerrero
Mayor

ATTEST:

APPROVED AS TO FORM

Angela Bustamante
Deputy City Clerk

Rick R. Olivarez
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CUDAHY) SS:

I, Angela Bustamante, City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. _____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the _____ day of _____, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Bustamante
Deputy City Clerk

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. 94-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ESTABLISHING RULES AND REGULATIONS GOVERNING USE AND OPERATION OF CITY PARKS PURSUANT TO SUBSECTION 3-1.20 OF THE CUDAHY MUNICIPAL CODE

The City Council of the City of Cudahy does hereby find, order, and resolve as follows:

Section 1. Pursuant to Subsection 3-1.20 of the Cudahy Municipal Code, the rules and regulations attached hereto as Exhibit A are hereby adopted to govern the use and operation of the City Parks.

Section 2. The rules adopted by Section 1 of this Resolution shall take effect as soon as they have been posted in the three public places in the City designated for the posting of ordinances and permanently posted at all entrances of the City parks.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution, including Exhibit A hereto, or any part thereof is for any reason held to be unconstitutional or otherwise invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof. The City Council declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid, unconstitutional or unenforceable.

PASSED, APPROVED, AND ADOPTED this 5th day of December, 1994.


Alex F. Rodriguez
Mayor

ATTEST:


Jack M. Joseph
City Clerk

Resolution No. 94-45
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(SEAL)

(STATE OF CALIFORNIA)
(COUNTY OF LOS ANGELES) SS
(CITY OF CUDAHY)

I, JACK M. JOSEPH, CITY CLERK OF THE CITY OF CUDAHY, DO HEREBY CERTIFY that the foregoing Resolution No. 94-45, was duly and regularly adopted by the City Council at a regular meeting held on December 5, 1994, by the following vote:

AYES: Councilman Perez, Mayor pro tem Silva,
Mayor Rodriguez

NOES: Councilmen Galvan and Robertson


Jack M. Joseph
City Clerk

**RULES AND REGULATIONS
FOR CUDAHY PARKS**

Adopted by Resolution No. 94-45

December 5, 1994

1. No person shall bring a dog into a park at any time except a dog which is assisting a disabled person.
2. No person shall operate a motorized vehicle in a park other than a law enforcement or City vehicle.
3. No person shall bring any alcoholic beverage into a park or consume any alcoholic beverage there.
4. No person shall rollerskate or ride a bicycle or skateboard in a park except in an area specifically designated and posted for those activities.
5. No person shall play soccer in a park except on a field or in an area specifically designated and posted for that activity.
6. No person shall operate sound amplifying equipment in a park without a permit issued by the City.
7. No person shall bring any spray paint, ink marker, or etching tool into any park or possess any of those things in a park.
8. No person shall enter or remain in a park while intoxicated.
9. No person shall pick any flower growing in any park except by the express authorization of the City Manager or his or her designee.
10. No person shall enter or remain in a park before its posted opening time or after its posted closing time.
11. All park areas designated and posted as "Tot Lots" are restricted to use by children of twelve (12) years in age or less.