



**CUDAHY CITY COUNCIL (Regular Meeting)**  
**and**  
**CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT**  
**COMMISSION (Special Meeting)**  
**A Joint Meeting to be held in the City Council Chambers**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday, July 1, 2014 – 6:30 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL**

Council/Agency Member Guerrero  
Council/Agency Member Oliva  
Council/Agency Member Sanchez  
Vice Mayor/Vice Chair Markovich  
Mayor/Chair Garcia

**3. PLEDGE OF ALLEGIANCE**

**4. INVOCATION**

**5. PRESENTATIONS**

- Proclamation to Christine Berni-Ramos (**Guerrero, Oliva**)
- Presentation By CARE (California for Affordable and Reliable Energy Coalition) (**City Manager**)

**6. 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 three (3) 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.

**7. 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 three (3) 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.

**8. CITY MANAGER REPORT**

**9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES**

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. (COUNCIL/AGENCY)

**Recommendation:** It is recommended that the City Council approve the waiver of full reading of Resolutions and Ordinances.

**10. PUBLIC HEARINGS**

**11. CONSENT CALENDAR**

Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council/Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.

**Consent Calendar Recommendation:** It is recommended that the City Council/Agency approve Items 11A. through 11C. on the Consent Calendar.

- A. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of April 15, 2014.

(COUNCIL/AGENCY)  
(City Clerk's Office)

**Recommendation:** It is recommended that the City Council/Agency waive reading of the minutes, approve as submitted, and order filed.

- B. A request to approve the Minutes for the City Council Regular Meeting of January 7, 2014.

(COUNCIL/AGENCY)  
(City Clerk's Office)

**Recommendation:** It is recommended that the City Council/Agency waive reading of the minutes, approve as submitted, and order filed.

- C. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of June 3, 2014.

(COUNCIL/AGENCY)  
(City Clerk's Office)

**Recommendation:** It is recommended that the City Council/Agency waive reading of the minutes, approve as submitted, and order filed.

**12. BUSINESS SESSION**

- A. Consideration to award a Professional Plan Check Services Agreement for Building Code Services to Transtech Engineers, Inc. for one (1) year with the option to extend.

(COUNCIL)  
(Community Development Department)

**Recommendation:** It is recommended that the that the City Council award a Professional Services Agreement (PSA) for Building Code Plan Check Services to Transtech Engineers, Inc. for one (1) year with the option to extend.

(Community Development)

- B. Consideration of Cudahy City Monuments Sign Project.  
(COUNCIL)  
(Community Development)  
**Recommendation:** It is recommended that the City Council select a City Monument Sign Design and give direction to City Staff for location(s) of monuments signs to be installed throughout the City.
  
- C. Consideration of Dissolution of the Bell–Cudahy Telecommunications Authority  
(COUNCIL)  
(Finance Department)  
**Recommendation:** It is recommended that the City Council of the City of Cudahy authorize staff to send a correspondence to the City of Bell stating that Cudahy will agree to dissolve the Bell-Cudahy Telecommunications Authority upon payment of prior franchise fees and public, educational, and governmental fees owed to Cudahy.

**13. COUNCIL BUSINESS**

- A. Discussion/update item on Plaza De Cudahy.  
(Garcia)  
**Recommendation:** Receive report and provide direction.
  
- B. Discussion item on Rules of Decorum for Councilmembers.  
(Oliva)  
**Recommendation:** Receive report and provide direction.
  
- C. Discussion item regarding prospective City Council consideration and adoption of regulations concerning firearms in the City of Cudahy.  
(Sanchez)  
**Recommendation:** It is recommended that the City Council provides direction as to whether it desires the City Attorney to draft an Ordinance implementing local firearms regulations for the City and, if so, what specific type(s) of firearms regulations it would like to have included in such Ordinance. It is also recommended that City staff provide information to the City Council as to the number of firearms retailers in the City and a breakdown of firearms-related offenses that have occurred in the City within the past 3 years.
  
- D. Consideration of 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 (COUNCIL)  
(Guerrero)  
**Recommendation:** Approve Resolution No. 14-03.
  
- E. Consideration of RESOLUTION NO. 14-42, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY SUPPORTING PLANS TO DEVELOP THE FIRST COMMUNITY SWIMMING POOL IN THE CITY  
(Garcia)  
**Recommendation:** Approve Resolution No. 14-42.

- F. Consideration of RESOLUTION NO. 14-43, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ENDORSING SB-935 TO AMEND THE CALIFORNIA STATE MINIMUM WAGE ANNUAL ADJUSTMENT.  
(Markovich)  
**Recommendation:** Approve Resolution No. 14-43.
  
- G. Consideration of 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.  
(Guerrero)  
**Recommendation:** Approve introduction of Ordinance No. 629.
  
- H. Consideration of RESOLUTION NO. 14-45, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REGARDING THE VIDEO RECORDING OF SPECIAL AND REGULAR CITY COUNCIL MEETINGS  
(Garcia)  
**Recommendation:** Approve Resolution No. 14-45.
  
- I. Consideration of RESOLUTION NO. 14-46, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REGARDING THE CITY ATTORNEY OFFICE'S REVIEW OF ALL REQUESTS FOR PROPOSALS AND CONTRACTS PRIOR TO PRESENTATION TO CITY COUNCIL.  
(Oliva)  
**Recommendation:** Approve Resolution No. 14-46.

**14. 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 Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.
  
- B. Closed session pursuant to Gov. Code 54956.9(d)(1), Conference with Legal Counsel Regarding Pending Litigation: ECM v. City of Cudahy, Los Angeles Superior Court Case No. VC063271.

**15. ADJOURNMENT**

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

11A

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**CITY OF CUDAHY AS SUCCESSOR AGENCY TO**  
**THE CUDAHY DEVELOPMENT COMMISSION**  
A Regular/Special Joint Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – April 15, 2014 – 6:30 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**

The meeting was called to order at 6:35 P.M.

**JOINT ROLL CALL**

PRESENT: Guerrero, Oliva, Sanchez, Markovich, Garcia  
ABSENT: None

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Student of the Month, Yunuen Tapia.

**INVOCATION**

The invocation was led by father Parrish Miguel Angel Gutierrez Gonzalez from Sagrado Corazon Church.

Presentations:

- Nationwide Environmental Services
- Proclamation to Cudahy Library
- Presentation by Public Council: Proposed partnership with the City of Cudahy to provide a child care facility located at a City Facility.
- Farmers Market/Swapmeet Presentation by Fenix Corp. 501C(3)

**3. PUBLIC COMMENT**

Richard Espiritu, Glendale resident, spoke regarding 4215 Santa Ana Property, disaster planning, budget deficits, the City of Murrieta City Council, and Senator Wright's position for Lynwood.

Dennis Acevedo spoke regarding the City Manager and the Memorial Day ceremony.

Jose Parra spoke regarding library programs and Saturday bingo.

Pamela Mungia spoke regarding the JADE program, Agenda Item 8C, and Agenda Item 8D.

Jose Cortes spoke regarding Agenda Item 8C and requested renegotiation of the contract. He spoke regarding Agenda Item 8B.

Felix Reyes congratulated the incoming Mayor and Vice Mayor and spoke regarding Agenda Item 8C.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

Sandra Orozco spoke regarding the Cudahy forensic audit, the City of Bell, Council Members voting against an item, and asked that Council not table Agenda Items 7B and 7C.

Alfred Arayn spoke regarding the City of Bell, code of ethics, and thanked the City Council for doing their jobs.

Javier Flores congratulated the Council for their efforts regarding social media and transparency.

William Tejeda congratulated the Council for their efforts.

Maria Barajas congratulated the Council for accomplishing the audit, the trash agreement, and the legislative advocacy agreement.

Nelly Blaeker thanked the Council for assisting her with her recent request.

Rosario Pacheco spoke regarding the Farmer's Market and congratulated the Council for their efforts.

Gloria Sandoval congratulated the incoming Mayor, thanked Council Members for the forensic audit, spoke about the consolidated disposal contract, and spoke regarding the painting of street numbers.

Patricia Covarrubias thanked the Council for the forensic audit, spoke regarding the legislative advocacy contract and the consolidated disposal contract.

Hilda Huarez thanked a Council Member for his work and the Council for the forensic audit.

Captain Wallach, Sheriff's Department, announced and introduced the new Lieutenant, Paul Hardy. Lieutenant Hardy thanked everyone for the opportunity to be involved with the City.

<b>CITY COUNCIL COMMENTS</b>
------------------------------

Council Member Oliva spoke requesting the addition of the Cudahy Beautification Project Committee to the City's list of Committees and the forensic audit. He requested a procedure by which every City contract, which meets a certain financial threshold, be reviewed by the City Attorney before it comes to the City Council, and the Neighborhood Watch.

Council Member Sanchez spoke regarding his election date, his vote on the forensic audit and his perceptions on the audit, as well as the Easter Egg Hunt community event.

Council Member Guerrero spoke regarding the Controller's audit and the \$22 million dollars in existing assets.

Mayor Garcia spoke regarding the forensic audit, community engagement, and suggested a thorough review of the City's contracts.

Vice Mayor Markovich spoke regarding the forensic audit, a thorough review of City contracts, and requested a moment of silence for the students who recently lost their lives in the Northern California bus crash.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

At 8:09 p.m. the City Attorney reported that the City Council would recess to Closed Session to discuss Item No. 9C on the Closed Session agenda.

The City Council reconvened to Open Session at 8:38 p.m. The City Attorney reported that in regard to Item No. 9C, the Council provided direction and that no final action was taken.

**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.

A motion was made by Guerrero and seconded by Markovich to waive full reading of Resolutions and Ordinances. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**5. PUBLIC HEARING**

**5A.** A Public hearing of the City of Cudahy to consider Resolution No. 14-20, a resolution 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.

Henry Garcia, City Manager, recommended that this item be tabled to a future City Council meeting.

Mayor Garcia requested that the items regarding Lugo Park be discussed this evening.

A staff report was given by Jennifer Hernandez, Grants Coordinator.

Mayor Garcia announced several of the projects that were included in the Resolution. He expressed that he would like to move forward as quickly as possible on the Lugo Park project and the Lugo Park restrooms.

Isabel Birrueta, City Attorney, recommended that the Council only address their priorities now and defer final action on the other projects until they could be legally reviewed.

Ms. Hernandez noted that the items cannot be approved separately and must be approved as a group.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

City Attorney Birrueta requested that the item be tabled until after tonight's Closed Session.

The Council voted unanimously (5 – 0) to defer the discussion of this item until after tonight's Closed Session.

**5B.** A Public hearing of the City of Cudahy to consider Ordinance No. 634, an ordinance approving Zone Text Amendment 14-01 to add new definitions to subsection 20.08.10 adding "Emergency Shelters" and "Transitional and Supportive Housing," modifying CMC Subsections 20.64.040 to add "Transitional and Supportive Housing," and modifying CMC subsection 20.68.080 to add "Emergency Shelter's."

**(Staff report and Ordinance No. 634 attached)**

**Recommendation:** Motion to introduce Ordinance 634 by first reading of title only.

A staff report was given by Michael Allen, Acting Community Development Director. Mr. Allen noted that staff has included the specific language required by the State and the addition of the appropriate zones for which to include this specific usage. He noted that this was to be the first reading of the Ordinance, questions could be asked and information added to the proposed Ordinance, and then the item would return to the Council at the next meeting for adoption.

In response to Council Member Guerrero, Mr. Allen feels that the proposed Ordinance would be above and beyond what the regional needs would be for this item.

Council Member Guerrero noted that the City has a very small homeless population in comparison to other cities in the region. He requested that the City Council vote in favor of the minimum level of compliance so as not to turn the City into a homeless center for the southeast region. He wants to follow and be compliant with the law, however, not go over and above what is necessary or appropriate for the community.

Mayor Garcia noted that the City developed additional standards so that the City does not become oversaturated with these types of uses, if it is not required in order to be compliant with the law.

In response to Mayor Garcia, Mr. Allen noted the community commercial zone (Atlantic Avenue) would be the feasible area, in accordance with the proposed Ordinance.

In response to Council Member Oliva, Mr. Allen spoke regarding the security measures and guidelines that are required by the State for any operator that would elect to run a shelter. He also noted that the City's Municipal Code is currently inconsistent with State law in regard to this issue.

Mayor Garcia opened the public hearing and public comments.

Pamela Mungia expressed opposition to this item.

Gloria Sandoval expressed opposition to this item.

Patricia Covarrubias expressed opposition to this item.

Adelina Garcia expressed opposition to this item.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

Felix Reyes expressed opposition to this item.

Banarney Aguilar requested clarification on this item.

William Tejeda expressed opposition to this item.

Martin Markovich recommended that Council remove certain wording and keep this item only as an "emergency" shelter.

Fernando Lopez inquired as to the current number of homeless that may be residing in the City and expressed opposition to this item.

Javier Flores expressed opposition to this item.

Mayor Garcia closed public comments and the public hearing.

Council Member Guerrero requested to defer this item, have staff review the proposed Ordinance and ensure that it meets the minimum threshold allowable by law, while allowing flexibility to the City Council.

Council Member Oliva requested that the areas which may be compliant with the law be presented in map form to the City Council.

Vice Mayor requested a workshop on this item so the Council could vet out the feasibility and legal compliance issues.

Henry Garcia, City Manager, agreed with the idea of a workshop to see how compliance can occur.

City Attorney Birrueta agreed with the idea of a workshop, to include translation services, so the community can participate. She suggested that once the workshop has been conducted, the appropriate zoning can be discussed.

There was no action taken on this item.



**5C.** A Public hearing of the City Council of the City of Cudahy to consider Ordinance No. 629, an ordinance adding Chapter 2.54 of Title 2 of the Cudahy Municipal Code establishing City Campaign ethics regulations.  
**(Ordinance No. 629 attached)**

**Recommendation:** Motion to introduce Ordinance 629 by first reading of title only.

A motion was made by Garcia and seconded by Markovich to table this item to a future meeting. The motion carried (3 – 2) as follows:

AYES: Sanchez, Markovich, Garcia  
NOES: Guerrero, Oliva,  
ABSENT: None

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

ABSTAIN: None

**5D. A Public hearing of the City Council of the City of Cudahy to consider Ordinance No. 633, an ordinance amending section 2.04.020 of the Municipal Code regarding meeting dates and times. (Ordinance No. 633 attached) (Verbal report by Council Member Guerrero)**

**Recommendation:** Motion to introduce Ordinance 633 by first reading of title only.

A motion was made by Garcia and seconded by Markovich to table this item to a future meeting. The motion carried (3 – 2) as follows:

AYES: Sanchez, Markovich, Garcia  
NOES: Guerrero, Oliva,  
ABSENT: None  
ABSTAIN: None

**6. CONSENT CALENDAR**

**6A. A request to approve the City Demands and Payroll for the month of February 2014. (Staff Report and Warrants attached)**

A motion was made by Garcia and seconded by Markovich to approve the City Demands and Payroll for the month of February 2014. The motion carried (4 – 0, 1 abstention) as follows:

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: Guerrero

**6B. A request to approve the City Treasurer's Financial Report (LAIF) for the month of February, 2014. (Staff Report attached)**

A motion was made by Garcia and seconded by Markovich to approve the City Treasurer's Financial Report (LAIF) for the month of February, 2014. The motion carried (4 – 0, 1 abstention) as follows:

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: Guerrero

**6C. A request to approve the Cash and Investment report for the month of February, 2014. (Staff Report attached)**

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

A motion was made by Garcia and seconded by Markovich to approve the Cash and Investment report for the month of February 2014. The motion carried (4 – 0, 1 abstention) as follows:

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: Guerrero

**6D.** Consideration to approve a Prop A fund exchange agreement with Palos Verdes Peninsula Transit Authority.  
**(Staff report and agreement attached)**

This item was pulled from the Consent Calendar for separate consideration.

A staff report was given by Steve Dobrenen, Finance Director.

Council Member Oliva requested a list of all the services, not just transit fixed routes, for which the City may be able to utilize Prop A funds.

Council Member Guerrero inquired whether there was flexibility, beyond direct transit, that this money could be used for. He expressed concerns regarding the exchange rate with Palos Verdes and feels the City could negotiate for a better deal.

Henry Garcia, City Manager, noted that in this instance, the City is requesting to take restricted money for transportation type uses, and exchanging it with Palos Verdes for unrestricted funds to be used in the General Fund.

Council Member Guerrero stated his belief that the fiscal impact to the budget will be adverse if the Council takes this action, as we will be losing \$75,000 in value.

Council discussion ensued on this item. Finance Director Dobrenen affirmed this action is for the current fiscal year.

A motion was made by Sanchez and seconded by Oliva to approve a Prop A fund exchange agreement with Palos Verdes Peninsula Transit Authority. The motion carried (4 – 0, 1 abstention) as follows:

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: Guerrero

**6E.** A request to approve a Taxicab Operator's License to Futura Taxi to allow the operation of taxi services within the City for the period of one year.  
**(Staff report attached)**

**Recommendation:** Approve.

This item was pulled from the Consent Calendar for separate consideration.

Mayor Garcia requested that this item be tabled to a future meeting. He noted that several Council

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

Members from Lynwood expressed concerns with the Operator.

A motion was made by Guerrero and seconded by Garcia to table this item to a future meeting. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**7. BUSINESS SESSION**

**7A.** Discussion item on the Aging and Senior Citizen Commission.  
**(Staff report attached)**

**Recommendation:** To provide direction to the Aging and Senior Citizen Commission.

A report was given by Isabel Birrueta, City Attorney. It was her understanding that the Senior Commission recommended that the City Council move forward with an Ordinance to allow bingo in the City and allow the seniors to continue playing in the interim. She noted the State considers bingo and raffles with consideration to be a form of gambling. It is considered a misdemeanor under the law. Ms. Birrueta recommends that the seniors can continue playing bingo without any consideration.

Council Member Oliva suggested that the City Manager announce to the seniors regarding playing bingo in the interim without consideration.

A motion was made by Garcia and seconded by Markovich to research and craft language to review bingo playing in the City and bring it back to the Council at a future meeting. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**7B.** Discussion item and direction to staff regarding the Consolidated Disposal agreement.  
**(Staff report attached)**

**Recommendation:** Motion to receive and file.

A verbal report was given by Council Member Guerrero. He suggested reviewing contracts that predecessor Council Members approved. The current Consolidated Disposal agreement has an "evergreen" clause with a ten (10) year block of time, and because they never exercised their right to terminate the agreement, it would be in effect until 2025, even if the contractor does not provide an adequate service level. He requested that the City issue the 10 year provision today to give

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

future Council's the opportunity to renegotiate rates and service quality. He requested a cap until 2025 on the contract.

Council Member Oliva noted it was her understanding, based upon the recommendations made at the JPIA training, that Council Members should not be negotiating contracts without the City Manager and/or City Attorney present.

City Attorney Birrueta affirmed that the Council could form an ad hoc committee, as appointed by the full City Council that could review certain contracts on behalf of the Council along with the City Manager and City Attorney. She noted that Commissioners or community individuals could participate in the ad hoc committee.

Mayor Garcia requested that the potential for contract termination be utilized as a leveraging or contract negotiation opportunity with the current contractor.

City Attorney Birrueta noted that the ad hoc committee would not be negotiating contracts; rather, they would bring back recommendations to the City Council for their review.

Council Member Sanchez requested having the contractor work with the City to address issues.

Vice Mayor Markovich advocated working with the contractor to address issues and to negotiate with the contractor to get the best value for the City's dollar.

Birrueta suggested picking a threshold, or the major contracts the Council is concerned with, and reviewing those. She also requested that the current contracts be reviewed to ensure that all contractors are complying with the terms of their contracts.

Council Member Oliva requested that an ad hoc committee made up of two (2) Council Members be formed as soon as possible.

The Council voted unanimously (5 – 0) to receive and file the report.



**7C. Discussion item and direction to staff regarding the Legislative Advocacy agreement.  
(Staff report attached)**

**Recommendation:** Motion to receive and file.

City Attorney Birrueta stated the Legislative Advocacy agreement is for lobbying services. A concern that has been raised is that the services have not been provided and City staff has not been able to identify specific projects or issues for which the contractor has been lobbying.

Council Member Guerrero referenced the Controller's report regarding the Legislative Advocacy group's receipt of payments of several hundred thousand dollars and stated that there was no evidence that the contractor has been engaged to provide any substantial services. He requested issuing a 30-day termination notice and renegotiating for future services, as needed, to be project-based at a fixed hourly rate, and within the pre-approved scope of work, per project and to be approved by the City Council in advance. He suggested turning this over to the City Manager to negotiate on behalf of the City Council.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

Vice Mayor Markovich suggested that the City negotiate with the contractor in order to preserve a future relationship and have their services benefit the City.

Council Member Sanchez agreed with the Vice Mayor and noted that the City may have a real need for lobbying services in the future.

Council Member Oliva expressed concerns with the increase in the retainer for this contractor relative to the lack of volume of work provided. She requested that the City approach the contractor for a credit for the years the contractor was not utilized.

Council Member Guerrero also suggested a Request for Proposals process to evaluate other vendors.

A motion was made by Guerrero and seconded by Markovich to reorder the agenda to discuss Item No. 8D immediately after this item. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

Mayor Garcia stated that lobbying services are crucial for the City to maintain representation in Sacramento. He does agree with Council Member Guerrero in holding the existing contractor accountable for the services they should be providing to the City.

A motion was made by Guerrero and seconded by Garcia to issue a 30-day termination notice to Legislative Advocacy Group, effective April 16, 2014, and direct the City Manager to renegotiate an agreement with an hourly rate, a pre-approved scope of services on a project-by-project basis, along with accountability provisions, to utilize Legislative Advocacy Group.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**7D.Consideration of Appointments and/or Reappointments to fill the April 30, 2014 scheduled vacancies on the Public Safety Commission and Planning Commission.  
(Staff Report and Commission Applications attached)**

**Recommendation:** It is recommended that the City Council make appointments for the vacant commissions with terms of May 1, 2013 through April, 30, 2015.

A staff report was made by the Angela Bustamante, Interim City Clerk.

A motion was made by Guerrero and seconded by Sanchez to reappoint Martin Fuentes and Gerardo Navarro to the Planning Commission. The motion carried (5 – 0) as follows:

REGULAR/SPECIAL MEETING AGENDA  
 Cudahy City Council/Successor Agency  
 Tuesday, April 15, 2014

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None

A motion was made by Guerrero and seconded by Garcia to reappoint Enrique Cardonne and Joaquin Carrera to the Public Safety Commission, and to open up the process for the remaining vacancy. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
 NOES: None  
 ABSENT: None  
 ABSTAIN: None



**7E. Consideration of Council appointments to regional organizations, citizen advisory committees, Ad Hoc Committees and Council Subcommittees  
 (Committee log attached)**

**Recommendation:** For the City Council to review, discuss and make appointments to regional organizations, citizen advisory committees, Ad Hoc Committees and Council Subcommittees.

A staff report was given by Angela Bustamante, Interim City Clerk. A log document was provided by staff to the Council.

Mayor Garcia suggested removing the Ad Hoc Committees and the American National Red Cross from the existing log.

	<u>Delegate</u>	<u>Alternate</u>
Southeast Regional Forum	Garcia	Guerrero
Bell/Cudahy Television Authority	Oliva	
Contract Cities Association	Sanchez	Guerrero
JPIA	Garcia	Markovich
CA Office of Emergency Svcs.	Victor Ferrer	
Senior Citizen Commission	Oliva	Garcia
LA County Vector Control	J. Barrios	
Gateway Cities Council of Govts.	Guerrero	Markovich
710 Committee – Gateway Cities	Oliva	Sanchez
HUB Cities Job Consortium	Garcia	Markovich
League of Cities LA Division	Garcia	Markovich
Los Angeles County Sanitation	Garcia	Markovich
Eco-Transit (formerly OLDA)	Markovich	Sanchez

Ad Hoc Committee

Book Fair	Markovich	Garcia
Cudahy Youth Leadership	Markovich	Guerrero
Successor Agency/Sacramento	Guerrero	Garcia

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

City website	Garcia	Oliva
Old Timer's Foundation	opened up to the senior commissioners	
Casino/Gaming Exploratory	Garcia	Markovich
Lobbying Services (Clara Park Expansion)	Garcia	Markovich
Cudahy Beautification	Oliva	Sanchez
Plaza de Cudahy/Swap Meet	Oliva	Sanchez
Contract Review	Garcia	Guerrero

The Contract Review Ad Hoc Committee will be discussed at the next meeting.

City Attorney Birrueta affirmed there are no stipends for service on the Ad Hoc Committees.

The Council voted unanimously (5 – 0) to approve the above referenced assignments.

**7F. Consideration of Resolution No. 14-28, a resolution approving participation in the Los Angeles Urban County Community Development Block Grant program by authorizing the Mayor, or his/her designee to sign a cooperation agreement with the County of Los Angeles.  
(Resolution No. 14-28 attached)**

**Recommendation:** Motion to approve Resolution No. 14-28.

A staff report was given by Jennifer Hernandez, Grants Coordinator.

The City Attorney and City Manager acknowledged that any future resolutions will likely require the City Attorney, Finance Director, and City Manager's signatures along with the Mayor and City Clerk.

A motion was made by Garcia and seconded by Sanchez to approve Resolution No 14-28. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**7G. Consideration of Resolution No. 14-29, a resolution establishing an exemption to the 180-day waiting period for the employment of Henry Garcia as Interim City Manager, in accordance with Government Code Section 7522.56(f) (1).  
(Resolution No. 14-29 attached)**

**Recommendation:** Motion to approve Resolution No. 14-29.

A staff report was made by Henry Garcia, Interim City Manager. He noted that the resolution covers that the City did not have to wait the 180-day waiting period. This is a no-cost item and a ministerial action.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

A motion was made by Sanchez and seconded by Oliva to approve Resolution No. 14-29. The motion carried (4 – 0) as follows:

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: Guerrero  
ABSTAIN: None

**7H. Consideration of an agreement between the City and Juvenile Assistance Diversion Effort (Project JADE) for Youth Counseling Services.  
(Staff report and Agreement attached)**

**Recommendation:** Motion to approve the agreement and authorize the City Manager to execute the agreement.

A staff report was given by Jennifer Hernandez, Grants Coordinator.

A motion was made by Oliva and seconded by Markovich to approve the agreement and authorize the City Manager to execute the agreement. The motion carried (4 – 0) as follows:

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: Guerrero  
ABSTAIN: None

**7I. City Manager's report on City matters.**

**Recommendation:** Motion to receive and file.

There was no report given this evening.

**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.  
(Resolution No. 14-03 attached)**

**(Verbal report by Council Member Guerrero and Council Member Oliva)**

**Recommendation:** Motion to approve Resolution No. 14-03.

The Council unanimously voted (4 – 0) to table this item to a future meeting.

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

ABSENT: Guerrero  
ABSTAIN: None

---

**8B. City Council appointments to the City Manager Recruitment Advisory Committee.  
(Verbal report by Mayor Garcia)  
(Verbal report by Council Member Guerrero)**

**Recommendation:** For each of the City Council Members to appoint one member to serve in the City Manager Recruitment Advisory Committee.

Council Member Guerrero provided a verbal report.

Council Member Guerrero appointed Luis Garcia.

Vice Mayor Markovich appointed Martin Fuentes.

Mayor Garcia appointed Pamela Mungia.

Council Member Oliva appointed Danamez Aguilar.

Council Member Sanchez appointed Susie de Santiago.

---

**8C. Consideration of Resolution No. 14-26, a resolution to terminate the professional services agreement with Consolidated Disposal Services, LLC. Effective January 1, 2025, in accordance with the termination provision(s) of the current agreement and /or amendment.  
(Resolution No. 14-26 attached)  
(Verbal report by Council Member Guerrero)**

**Recommendation:** Motion to approve Resolution No. 14-26.

The Council voted unanimously (5 – 0) to table this item to a future meeting.

---

**8D. Consideration of Resolution No. 14-27, a resolution to terminate the professional services agreement with Legislative Advocacy Group in accordance with the termination provisions of the current agreement and to negotiate a new contract with Legislative Advocacy Group based on hourly rate for services, as needed and pre-approved fees with detailed scope of work.  
(Resolution No. 14-27 attached)  
(Verbal report by Council Member Guerrero)**

**Recommendation:** Motion to approve Resolution No. 14-27.

City Attorney Birrueta affirmed that she has reviewed the resolution for legal conformance.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

A motion was made by Garcia and seconded by Markovich to approve Resolution No. 14-27. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**8E. Discussion and direction to City staff on the matter of pension reform.  
(Verbal report by Council Member Guerrero)**

**Recommendation:** Motion to receive and file.

A motion was made by Garcia and seconded by Markovich to table this item to a future meeting. The motion carried (3 – 2) as follows:

AYES: Sanchez, Markovich, Garcia  
NOES: Guerrero, Oliva  
ABSENT: None  
ABSTAIN: None

**8F. Discussion item on State Controller's audit status.  
(Verbal report by Mayor Garcia)  
(Verbal report by Council Member Guerrero)**

**Recommendation:** Motion to receive and file.

A motion was made by Guerrero and seconded by Markovich to table this item to a future meeting. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**8G. Discussion item on Cinco de Mayo event.  
(Verbal report by Mayor Garcia)**

**Recommendation:** Motion to receive and file.

Mayor Garcia introduced this item and noted that many cities where Latinos reside often hold a Cinco de Mayo event. He noted it was scheduled for May 3rd and May 4th, 2014. This item would require approval of the Council.

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

The City Manager noted the requirements for permits, include health permits from Los Angeles County, and that plans are already underway to secure the proper information. He believes that the event can happen, even with the short notice. The food permits are the biggest obstacle to overcome.

Mayor Garcia mentioned that Sheriff's Department will provide extra patrol without extra charge.

The Council provided direction unanimously (4 – 0) to have the City Manager proceed with the plans for the Cinco de Mayo event planning process.

**8H. Consideration of Resolution No. 14-30, a resolution establishing and updating rules to place items on City Council agendas.**

**(Staff Report and Resolution No. 14-30 attached)  
(Mayor Garcia)**

**Recommendation:** Motion to approve Resolution No. 14-30.

A report was given by Mayor Garcia, who conducted research on how items can be placed on the agenda by Council Members.

City Attorney Isabel Guerrero explained the current process. On July 22, 2012, the previous Council adopted a resolution which required the City Council to provide items seven (7) days in advance of the meeting. What has been happening for practical purposes is that the City Manager is not being included or notified about items to be placed on the agenda, as the Council was sending requests to the City Attorney or City Clerk, directly.

City Attorney Birrueta suggested that there be a limit of one (1) item per Council Member through the City Manager. If a member goes beyond one (1) item, the approval of the majority of the Council is required.

Mayor Garcia suggested an item at the end of the agenda called "Future Agenda Item Requests."

City Attorney Birrueta suggested an Agenda Forecast.

Council Member Oliva requested that the City Manager streamline the agenda process and agreed that the Council Members are not following the process.

City Attorney Birrueta and Interim City Manager Garcia stated that if the current procedure is followed, then a fourteen (14) day notice should be given to the City Manager prior to items being added to the agenda.

A motion was made by Sanchez and seconded by Markovich to approve Resolution No. 14-30. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

ABSTAIN: None

**8I. Discussion item and status of relationship with California Joint Powers Insurance Authority.  
(Verbal report by Council Member Guerrero)**

**Recommendation:** Motion to receive and file.

A motion was made by Guerrero and seconded by Markovich to table this item to a future meeting. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**8J. Appointments to the Economic Development Corporation (EDC).**

**Recommendation:** Each Council Member to appoint a designee to serve as Board Member to the EDC.

Mayor Garcia resigned from the EDC and nominated Council Member Guerrero to continue serving as Chairman to the EDC.

Council Member Sanchez kept his current appointee, Alex Alexander.

Council Member Oliva kept Pamela Mungia as her appointee.

Vice Mayor Markovich kept Martin Fuentes as his appointee.

Council Member Guerrero nominated Everardo Navarro to replace him on the EDC.

Mayor Garcia noted he would remain as the Chair to the EDC.

**9. CLOSED SESSION**

City Attorney Isabel Guerrero announced that the Council will recess to Closed Session to discuss Items Nos. 9A, 9B and 9D on the Closed Session agenda.

**9A. Closed Session Pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) - Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.**

REGULAR/SPECIAL MEETING AGENDA  
Cudahy City Council/Successor Agency  
Tuesday, April 15, 2014

**9B. 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

**9C. Closed Sessions 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 Isabel Birrueta  
Party Negotiating With: Emiglia and Chiara Gigliotti  
Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property

The aforementioned item was addressed earlier in the meeting.

**9D. 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]**

<b>10. ADJOURNMENT</b>
------------------------

The City Council/Agency meeting adjourned at 11:45 p.m.

11B.

**MINUTES  
CUDAHY CITY COUNCIL  
A Regular Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – January 7, 2014 - 6:30 P.M.**

**1. CALL TO ORDER**

Mayor Guerrero called the meeting to order at 6:36 p.m.

**2. ROLL CALL**

PRESENT: Councilmember Markovich  
Councilmember Sanchez  
Councilmember Oliva  
Vice Mayor Garcia  
Mayor Guerrero

**Pledge of Allegiance:** Vice Mayor Garcia

**Invocation:** Mayor Guerrero

**Presentations:**

- Certificate of Appreciation to Ana Muñoz, from Channel 22 (Mundo Fox) for the media coverage at Teresa Hughes Elementary.

Mayor Guerrero reported speaking to Ana Muñoz today and stated she was unable to attend the meeting. Her recognition was postponed until the next City Council meeting of January 21, 2014.

Mayor Guerrero recognized Ms. Ramirez from the office of Assembly Member Perdon.

**3. PUBLIC COMMENT**

Mayor Guerrero opened public comments.

Robert Quintero, Director of Public Affairs for Southern California Edison, introduced Chris Abel, Interim Regional Manager who will be Southern California Edison's representative to the City.

Chris Abel introduced himself expressed his excitement to work closely with the City.

Alfred Areyan, Bell, thanked Council for its efforts, commented on the importance of transparency and on the book giveaway and audit.

Victor Markovich commented on his driveway and reported that his neighbor cemented an area that affects his home by the accumulation of water. He presented photos illustrating the problem.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

Pamela Munguia spoke regarding immigration reform and commented in support of Items No. 7X and 7Y and mobile home parks. Additionally, she addressed notices being mailed at the end of the year.

Martin Fuentes, Planning Commissioner but speaking on behalf of himself, commented on Item 6D as well as on the item related to the casino license and indicated his willingness to work with City Council to develop a plan for the City.

Carmen Hernandez expressed concerns with Councilmember Sanchez spreading rumors about other Councilmembers.

William Tejada urged Councilmembers to remember the promises they made last year.

Rosalina Navarro thanked the Mayor and Vice Mayor as well as volunteers for helping in the removal of the principal from Teresa Hughes Elementary.

Sandra Orozco commented on Ana Muñoz adding that she requested to have the Certificate of Appreciation be given to her. She asked to meet with Councilmember Oliva and asked for Councilmember Sanchez to step down from his position. She stated that she will work to clean up the City and commented on overnight parking.

Elizabeth Alcantar commented on the importance of the Cudahy Youth Foundation as well as the possibility of a scholarship program. Additionally, she suggested having a public forum to determine the needs of students and parents and commented on the possibility of providing a financial aid workshop.

Daysy Palma and Evelyn Macias commented on Items 7F and 7I and requested to move those items forward on the agenda. Additionally, they commented on undocumented students, AB540, the possibility of workshops and the possibility of the City sponsoring student field trips to colleges.

Mayor Guerrero reported that Ms. Palma recently submitted an application to attend Stanford University and commended her for her efforts.

Olga Esparza thanked Council and volunteers for helping to remove the principal at Teresa Hughes Elementary.

Adriana Serrano thanked Council and volunteers for helping to remove the principal at Teresa Hughes Elementary.

Adelina Garcia thanked Council and volunteers for helping to remove the principal at Teresa Hughes Elementary.

Rolando de Santiago spoke in support of holding workshops or providing information on the City's website to help students apply for financial aid or workshops to prepare students for entering college.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

Emilio Ramirez commented on mobile home parks and asked for the City's help and support. He expressed concerns with lack of information and asked regarding next steps.

Estefana Gonzalez commented on mobile home parks as well as a citation that was issued to her on her property.

Ana Aguirre commented on overnight parking and noted that she is in need of a parking space.

There being no other speakers, Mayor Guerrero closed public comments.

**CITY COUNCIL COMMENTS**

Councilmember Markovich wished everyone a Happy New Year and highlighted topics on the agenda including the Book Fair and the Youth Leadership subcommittee. He spoke in support of community involvement in helping to better the City.

Councilmember Oliva requested placing consideration of an "open-door" policy on the agenda for the next Council meeting.

Mayor Guerrero commented on contacting the City Attorney's office to discuss legal implications of such policies.

Councilmember Sanchez expressed his wishes for a Happy New Year and commented positively on the idea of holding a financial aid workshop for students and parents. Additionally, he commented positively on delegating work to appropriate commissions so they may provide recommendations for Council's consideration.

Vice Mayor Garcia expressed his wishes for a Happy New Year and expressed optimism at the direction the City is taking. He encouraged resident participation and thanked volunteers for spearheading the Teresa Hughes initiative. He added that he has initiated office hours and encouraged residents to meet with him every Thursday at Chris's Burgers from 11:00 a.m. to 1:00 p.m., although they are cancelled for this coming Thursday due to a prior commitment. Additionally, he commented on the importance of addressing overnight parking issues, commented on youth initiatives and encouraged residents to set a meeting with the City Manager and get involved in the political system to develop proposals.

Mayor Guerrero expressed his wishes for a Happy New Year and a Happy Epiphany Day. He thanked staff for their work on the recent food drive and toy giveaway. In addition, he thanked the Sheriff's Department for their continued good work, reminded the community to report graffiti in the City and thanked Interim City Manager Henry Garcia for his help. He recognized the parents of Teresa Hughes Elementary School students for their work and efforts in making the necessary changes to the school's administration, thanked Vice Chair Garcia for his participation and reported that an Interim Principal will be hired until formal selection of a Principal by a committee of stakeholders.

Mayor Guerrero requested adding an item to the next Council meeting agenda relative to consideration of a resolution endorsing a defense of Civil Liberties at the State level. He commented positively on the comments made regarding delegating work to various City

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

commissions adding that there is a need to maximize the intellectual potential of the various commissions to move the City forward. Additionally, he thanked Mr. Garcia who is advocating for great changes in the Latino community. He commented on the need to continue to advocate for meaningful policies at the local, State and Federal levels. Mayor Guerrero thanked Councilmembers Markovich and Oliva for their contributions to the temporary overnight parking program during the holidays.

Vice Mayor Garcia proposed moving Items No. 6C, 6G, 7G and 7H earlier on the agenda.

Mayor Guerrero proposed Item No. 7H as the first item, with 7I, 7G and 7Y following.

Councilmember Oliva proposed moving Item No. 6G forward on the agenda.

Mayor Guerrero clarified that Items No. 7H, 7I, 7G and 7Y will be prioritized on the agenda with the subsequent consideration of the rest of the agenda as listed.

It was suggested to hearing Item 7P after 7Y.

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to prioritize Items No. 7H, 7I, 7G, 7Y and 7P, continue with the rest of the agenda as scheduled.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**4. WAIVE FULL READING**

**4A.** Approval to waive the full text reading of all resolutions and ordinances on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title only.

***Recommendation:*** Motion to waive the full text reading of all resolutions and ordinances on the agenda.

Mayor Guerrero recommended not approving this item and considering this on a case-by-case basis as he believed there are some resolutions that should be read publicly.

Discussion followed regarding expediting appropriate agenda items.

No action was taken on this matter.

**5. PUBLIC HEARING**

**5A.** Consideration of Resolution No. 14-01, a resolution adopting the negative declaration prepared for the project and approving general plan update 13-01 (2013 housing element update of the general plan of the City of Cudahy).

**Assigned Department: Community Development**

**MINUTES  
CUDAHY CITY COUNCIL  
A Regular Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – January 7, 2014 - 6:30 P.M.**

**(Staff report and Resolution No. 14-01 attached)**

***Recommendation:*** Motion to approve Resolution No. 14-01.

Associate Planner Michael Allen provided details of the report on the General Plan Housing Element Update and addressed a requirement for certification by the State and consideration of very-low, low and moderately low income housing allocations. Additionally, he identified areas in the City that are under-utilized and that are capable of accommodating specific levels of housing needs. He addressed goals, next steps and recommendations.

Discussion followed regarding the regional homeless rate, overcrowding, availability of housing, setting appropriate policies and the Regional Housing Needs Assessments (RHNA).

Ensuing discussion pertained to the process of modifying the Housing Element in the future, the possibility of creating a Sub-Committee to further evaluate the Housing Element and placing the latter on the agenda for the next City Council meeting.

Discussion followed regarding areas in the City that have been earmarked for commercial versus residential development, demands for high-density residential and related parking issues, effects on the City's Zoning Code and protecting the character of the City.

Mayor Guerrero opened the Public Hearing.

There were no speakers and Mayor Guerrero closed the Public Hearing.

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to approve Resolution 14-01.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

**6. BUSINESS SESSION**

- 6A.** A request to approve Rehabilitation Housing Grants funded by the Community Development Block Grant Program.  
**Assigned Department: Finance Department**  
**(Staff report attached)**

***Recommendation:*** To authorize the City Manager to execute Three-Party Contacts for the Housing Rehabilitation Program.

Housing Rehabilitation Specialist Maria Torres presented details of the report addressing Rehabilitation Housing Grants funded by the Community Development Block Grant Program including the fund balance and loan payback. She noted there is \$80,000 currently available in the fund. It was noted that grant allocation will be done on a case-by-case basis and discussion followed regarding CDBG requirements.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

Discussion followed regarding providing benefits to specific residents versus all residents, considering modifying the program so that it benefits a broader segment of the population, implications of not approving this matter, meeting previous commitments and the work involved in doing so.

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to authorize the City Manager to execute Three-Party Contacts for the Housing Rehabilitation Program.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

- 6B.** Consideration to approve Resolution No. 14-02, a resolution amending Resolution No. 13-46, adding Councilmember Diane Oliva to the Wells Fargo bank fund account.  
**(Resolution No. 14-02 attached)**

***Recommendation:*** Motion to approve Resolution No. 14-02.

A motion was made by Guerrero, seconded by Sanchez, and carried (5 – 0) to approve Resolution No. 14-02 and waive full reading of the Resolution.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

- 6C.** Discussion item on engaging a Public Relations firm for the interim period of the forensic audit.  
**Assigned Department: City Manager**  
**(Staff report attached)**

***Recommendation:*** To provide staff with the scope of services, dollar value and duration of the contract.

Vice Mayor Garcia commented on the City's investment in conducting a forensic audit and noted the need to correct deficiencies within City Hall, developing a strategic plan to positively address the media as well as informing the community regarding the forensic audit and providing crisis management.

Interim City Manager Henry Garcia provided background on the matter and addressed Council's prior actions. He reported there are three (3) firms currently under contract but that each can be easily cancelled. He addressed invoices received and payments made for the various firms and presented recommendations. He requested direction from Council adding that three (3) firms are too many and presented options available for Council's consideration.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

Vice Mayor Garcia addressed the need to start laying a foundation and noted the opportunity to solicit the necessary expertise.

Discussion followed regarding practices of other cities, issues with image and branding and the need for a firm that can perform community outreach, provide information on the forensic audit, is able to communicate in Spanish and can provide suggestions regarding the necessary attributes to take the City to a new level.

Interim City Manager Garcia noted the positive changes made by Council and the need to communicate them.

Mayor Guerrero commented on soliciting service providers within a reasonable budget and establishing specific parameters.

Discussion followed regarding determining a scope of work, results of the forensic audit and taking a proactive approach to fixing problems going forward.

Direction was given to solicit PR firms to perform crisis management functions and for community outreach. City Council would subsequently determine a budget threshold and set appropriate parameters.

Councilmember Oliva commented on the urgency to have someone on board as soon as possible to begin working on the plan of action subsequent to the forensic audit report. She added that further work could be considered on a contract basis later on.

Ensuing discussion pertained to having someone from the State Controller's office to discuss the pros and cons of the forensic report in a community forum.

Mayor Guerrero reported that he asked the State Controller to attend the City's town hall meeting to provide a summary of findings to residents which they are considering.

Discussion followed regarding directing staff to solicit interested firms for public relations services related to forensic and crisis management, community outreach and event planning/coordination, establishing a threshold of \$10,000, expanding the budget as appropriate and returning with a report to City Council at a future meeting.

Ensuing discussion pertained to scheduling a community workshop in the near future.

Councilmember Oliva added that the public relations firms should be familiar with the City's and region's history.

- 6D.** An update from staff on curbside painting of residential addresses.  
**Assigned Department: City Engineer**  
**(Verbal report by Aaron Hernandez)**

***Recommendation: Motion to receive and file.***

**MINUTES  
CUDAHY CITY COUNCIL  
A Regular Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – January 7, 2014 - 6:30 P.M.**

Community Development Director Saul Bolivar presented details of the report and provided an update on curbside painting of residential addresses.

Discussion followed regarding applicable costs to the City.

The report was received and filed.

- 6E.** An update from staff on the parks maintenance and clean-up.  
**Assigned Department: Community Development**  
**(Staff report attached)**

**Recommendation:** *Motion to receive and file.*

Community Development Director Bolivar presented details of the report and provided an update on parks maintenance and clean-up. He addressed the need for an inspection process, establishing benchmarks, identifying issues that need to be addressed and providing coverage on weekends.

Discussion followed regarding ensuring that restrooms are open at Clara Park Extension Park and implementing an inspection sign-off sheet for increased accountability.

The report was received and filed.

Mayor Guerrero listed the following items as having priority: Items No. 6H, 7A, 7F, 7M, 7N, 7O, 7Q, 7R and 7V. The remaining items may be tabled until the next City Council meeting.

It was noted that Items No. 6F and 6G will also be heard.

Discussion followed regarding establishing a protocol for the duration of City Council meetings. The matter will be added to the next meeting agenda as a discussion item.

- 6F.** An update from staff on the Parking Citations issued on November 7, 2013.  
**Assigned Department: Community Development**  
**(Memo attached)**

**Recommendation:** *Motion to receive and file.*

Community Development Director Bolivar provided a brief report noting that the citations, which were issued at Clara Park, were issued erroneously. He reported that the citations have been dismissed and noted that the City will reimburse residents who paid same.

The report was received and filed.

- 6G.** Update and discussion on the Clara Park Expansion grant, the L.A. River Access Improvement project and the Lugo Park application for discretionary funds.  
**Assigned Department: Community Development**  
**(Verbal report by Councilmember Oliva)**  
**(Memo attached)**

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

***Recommendation:*** Motion to receive and file.

Community Development Director Bolivar presented a report with an update on the Clara Park Expansion grant, the L.A. River Access Improvement project and the Lugo Park application for discretionary funds. He noted that the City has qualified for various grants and addressed the amounts and projects for which the City will be reimbursed.

Vice Mayor Garcia thanked Councilmember Oliva for spearheading this initiative.

The report was received and filed.

**6H.** City Manager's report on City matters.  
**(Report attached)**

***Recommendation:*** Motion to receive and file.

No report was provided.

**7. COUNCIL BUSINESS**

**7A.** Update and discussion item on the City hosting a Book Fair.  
**Assigned Department: Community Development**  
**(Verbal report by Councilmember Markovich)**

***Recommendation:*** To create a sub-committee to plan the details of the Book Fair event.

Councilmember Markovich provided a brief report.

Discussion followed regarding funds needed to execute the event and the possibility of encouraging members of the Youth Commission to promote the Book Fair.

Direction was given to proceed with the timeline and authorize \$500 for related miscellaneous expenses.

Councilmember Markovich commented on the success of the Sub-Committee meeting and noted there will be another meeting on January 14, 2014.

**7B.** Consideration 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.

The aforementioned item was tabled to the next City Council meeting.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

- 7C.** Discussion item on State Controller's audit status.  
**(Verbal report by Mayor Guerrero)**  
**(Update from staff)**

*Recommendation: Motion to receive and file.*

The aforementioned item was tabled to the next City Council meeting.

- 7D.** Discussion item 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.*

The aforementioned item was tabled to the next City Council meeting.

- 7E.** Discussion item on Volunteers on Patrol program.  
**(Update from staff)**

*Recommendation: Motion to receive and file.*

The aforementioned item was tabled to the next City Council meeting.

- 7F.** Discussion and review of contract between the City and Nationwide Environmental Services  
**(Verbal report by Councilmember Markovich)**  
**(Agreement attached)**

*Recommendation: Motion to receive and file.*

Councilmember Markovich provided details of the report and addressed the current performance of Nationwide Environmental Services noting that streets are not being cleaned properly. Vehicles are being driven too fast and are not cleaning where they are supposed to clean. Additionally, there are areas that are not being cleaned at all.

Direction was given to the City Manager to call Nationwide Environmental Services and advise them of the various complaints being received relative to their work performance.

Discussion followed regarding the contract terms.

The report was received and filed.

- 7G.** Consideration of Resolution No. 14-04, a resolution to modify certain facility fees assessed to residents of the City of Cudahy, and to establish a policy for city sponsorship of certain events held at City facilities.  
**(Verbal report by Mayor Guerrero and Councilmember Oliva)**

*Recommendation: Motion to approve Resolution No. 14-04.*

**MINUTES  
CUDAHY CITY COUNCIL  
A Regular Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – January 7, 2014 - 6:30 P.M.**

Mayor Guerrero commented on the proposal and addressed a meeting with Councilmember Oliva as well as the facility fees review process. He reported that they decided the fees were high and that an effort should be made to making facilities more accessible to residents. He believed that the City could achieve greater revenue by lowering the fees and referenced Section 1 relative to the Turner Hall at the Clara Park Community Center adjusted base of \$300 for residents, \$220 for insurance, a \$200 cleaning deposit (refundable), \$50 for the kitchen use, \$75 for setup and \$150 attendant's fee. He suggested eliminating the attendant's fee and adding a \$100 cleaning deposit for Bedwell Hall.

Discussion followed regarding costs to the City to host events and whether the City is recuperating costs by charging reduced rates. It was noted that fees for non-residents will not change. Ensuing discussion pertained to the number of hours of use covered under the fee, suggested fees for other City facilities and reviewing the matter in the future to determine whether further adjustments are necessary.

Councilmember Oliva commented on classifying the insurance as "subject to change" and on the bifurcation of the resolution to address Section 2 separately. She noted the need to develop policies in terms of free uses of City facilities and City sponsorships.

Mayor Guerrero agreed, added a \$100 cleaning deposit for Bedwell Hall and suggested discussing Section 2 at the next City Council meeting. He commented on City-sponsored events, categories and applicable priorities and added that such matters would be presented to City Council and acted upon at its discretion.

Discussion followed regarding the possibility of including religious and youth groups, being neutral in terms of denomination/faith, framing such as official, non-profit organizations and considering the type of event(s).

Mayor Guerrero recommended that Councilmember Oliva and he meet, offline, with the City Attorney to explore the possibility of religious groups wanting to use facilities for non-religious purposes. He asked Council Members to send inquiries to the City Attorney regarding specific examples of public use or groups to consider. The Sub-Committee can then consider the examples and bring the matter back to Council at its next meeting.

Councilmember Oliva commented on an incident/event where donations were being solicited and requested information from the City Attorney regarding addressing those types of incidents.

City Attorney Rick Olivares will work with City staff regarding the matter.

Mayor Guerrero reiterated that Section 3 of the subject resolution will return as a stand-alone resolution addressing religious groups, non-profits, donation boxes at events and other scenarios that may come up.

A motion was made by Guerrero, seconded by Oliva, and carried (5 – 0) to approve Resolution 14-04 with the exception of Section 3, which will be a stand-alone resolution to be presented at the next meeting and with modification to Section 1 as follows: striking out the \$150 attendant's fee for the Leo Turner Hall and Bedwell Hall and adding a \$100 cleaning deposit (fully

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

refundable) to Bedwell Hall.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None  
ABSENT: None  
ABSTAIN: None

- 7H. Update and discussion on FY13-14 budget process.  
**Assigned Department: City Manager**  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

***Recommendation: Motion to receive and file.***

Mayor Guerrero called for a two (2) minute recess. The assembly reconvened with all Members, present.

Finance Director Steven Dobrenen provided details of the staff report including an overview and addressed the General Fund, expenditures, sources of revenues and CDBG.

Mayor Guerrero provided an update on a recent meeting of the Budget Sub-Committee and noted that going forward; the City will have a structurally-balanced budget and will be committed to living within its means. He addressed estimated revenues for the year, additional sources of funds, changes in the estimate of litigation settlements, and expenditures.

In response to an inquiry from Councilmember Sanchez, Mayor Guerrero provided details of expenditures.

Vice Mayor Garcia addressed increases in fees, setting priorities in services and creating other sources of revenue.

The report was received and filed.

- 7I. Discussion item on creating a Cudahy Youth Leadership Committee.  
**(Verbal report by Councilmember Markovich)**

***Recommendation: Motion to receive and file.***

Councilmember Markovich provided a report on the creation of a Cudahy Youth Leadership Committee. He addressed the composition of the Committee and issues to be considered.

Mayor Guerrero added that the Committee could be used as a sounding board for some of the youth investment projects and activities suggested including a college road trip. He added that the Committee could be a "shadow" government that could explore controversial issues being considered by the City Council. He suggested the Committee could convene prior to regular City Council meetings and subsequently, the City Council could consider their discussions as advisory. He proposed having a Sub-Committee, headed by Councilmember Markovich that could meet with interested youth and present a proposal to City Council at the next Council meeting including the effective date of the Committee and their role and work. He

**MINUTES  
CUDAHY CITY COUNCIL  
A Regular Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – January 7, 2014 - 6:30 P.M.**

recommended that the Committee meet once per month or every other month, use the Council Chambers prior to the City Council meeting and suggested beginning the program in February.

That being the order, the report was received and filed.

- 7J.** Discussion on Code Enforcement policy and practices.  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

***Recommendation:*** Motion to receive and file.

The aforementioned item was tabled to the next City Council meeting.

- 7K.** Consideration of Resolution No. 14-06, a resolution to establish rules and procedures for initiating (and resolving) inquiries into City Council member conduct, as it relates specifically to any provision(s) of the City's code of ethics.  
**(Verbal report by Mayor Guerrero)**  
**(Resolution No. 14-06 attached)**

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

The aforementioned item was tabled to the next City Council meeting.

- 7L.** Consideration of Resolution No. 14-07, a resolution to endorse comprehensive immigration reform in The United States House of Representatives during the current legislative session, with the following legislative principles: (I) security of the border, (II) reform of the legal immigration system, and (III) pathway to legalization for otherwise law-abiding undocumented immigrants.  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**  
**(Resolution No. 14-07 attached)**

***Recommendation:*** Motion to approve Resolution No. 14-07.

The aforementioned item was tabled to the next City Council meeting.

- 7M.** Consideration of Resolution No. 14-08, a resolution to establish rules and procedures for staff and City Council interactions with the City Attorney's office.  
**(Verbal report by Mayor Guerrero)**  
**(Resolution No. 14-08 attached)**

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

Mayor Guerrero provided a brief report and suggested approving the resolution as it has implications for the Finance Committee relative to the current year's budget. He highlighted rules by which the City should engage the City Attorney's office including interactions by Sub-Committees, staff, Council Members and the Mayor. He added that the idea is to manage costs.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

Discussion followed regarding participation of the City Attorney's office in meetings and with respect to the Mayor and setting agendas. Discussion continued regarding controlling costs.

Interim City Manager Garcia commented on past experience regarding this matter including having the City Attorney report directly to the City Manager. Additionally, he addressed the difference between having the City Attorney do research and having the City Attorney provide legal advice. He added that there is merit to the goal of reducing costs.

City Attorney Olivarez suggested allowing the Mayor to finalize previously approved or authorized resolutions, ordinances and memos and commented on providing a method for prioritization of issues.

Mayor Guerrero indicated he will consider the feedback provided at this time, refine the resolution and return the matter to the Council meeting of January 21, 2014.

The aforementioned item was tabled to the City Council meeting of January 21, 2014.

**7N.** Consideration of Resolution No. 14-09, a resolution to terminate membership in the California Joint Powers Insurance Authority (the JPIA) at the end of the current protection period, or at the earliest opportunity as provided for under Article 24 of the JPIA's Joint Powers Agreement adopted August 12, 2011.

**(Verbal report by Mayor Guerrero)**

**(Resolution No. 14-09 attached)**

***Recommendation:*** Motion to approve Resolution No. 14-09.

Mayor Guerrero provided a report and addressed providing notice and terminating the agreement. He suggested eliminating the second paragraph of the resolution relative to providing notice of the intent to withdraw from membership. He added that the City would have eighteen (18) months to research and make alternate arrangements and determine whether the JPIA would be amenable to an early termination within the current fiscal year. He addressed differences in public policy between the JPIA and the City.

Discussion followed regarding the availability of other agencies providing similar coverage, providing flexibility to cities to manage their own public policies, responsibilities for adjudicating claims, coverage options available and the City's ability to secure coverage in the future at competitive pricing.

Ensuing discussion pertained to the possibility of issuing an RFP prior to making a determination to terminate coverage, review of the matter by the City Attorney, doing due diligence and research, the possibility of rescinding a withdrawal and considering the sequence of events.

Mayor Guerrero noted that under no circumstances should the City be exposed without coverage.

Direction was given to staff to conduct research with other insurance providers for due diligence and develop a protocol for evaluation of same prior to approving the resolution.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

Mayor Guerrero noted that under the provisions of the agreement with JPIA, the City must provide twelve-months advance notice and that it must coincide with the end of the coverage period. He stated the need to make a decision prior to June 30, 2014.

Discussion followed regarding giving staff direction to develop a scope and the possibility of the JPIA terminating coverage at their discretion.

Interim City Manager Garcia commented on discussing the matter with JPIA in an attempt to come up with an amicable split.

The matter will be discussed at an upcoming City Council meeting.

- 7O.** Discussion item on City Manager recruitment process and advisory committee.  
**(Assigned Department: City Manager)**  
**(Verbal report by Mayor Guerrero)**

**Recommendation:** *Motion to receive and file.*

Interim City Manager Garcia provided an update of the City Manager recruitment process noting that the position has been advertised in various publications. He added that there are a number of individuals that are interested in the position and stated that the closing deadline is March 31, 2014 with the goal of having a new City Manager by May, 2014.

Mayor Guerrero proposed forming an advisory Sub-Committee comprised of one Member of each Commission, five appointed community representatives and an employee representative for a total of ten (10) members. He stated the need to have the community engaged.

Vice Mayor suggested offering a stipend of \$50.00 per meeting with a cap on the number of meetings, for participating in the selection process.

- 7P.** Discussion item on Teresa Hughes Elementary School Administration.  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

**Recommendation:** *Motion to receive and file.*

Mayor Guerrero reported that the School District will create a Committee comprised of parents, teachers and community members to elect a new principal. There will be an interim principal in the meantime and the City will work closely with the School District on this matter. He added that City Council has no jurisdiction over school policy but that does not mean that Council cannot advocate for meaningful reform on behalf of constituents.

The report was received and filed.

- 7Q.** Discussion item on proposed State of the City Address by the Mayor.  
**(Verbal report by Mayor Guerrero)**

**Recommendation:** *Motion to receive and file.*

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

The aforementioned item was tabled to the next City Council meeting.

- 7R.** Discussion item on Councilmembers attending the New Mayor's and Councilmembers Academy, hosted by California League of Cities.  
**(Verbal report by Mayor Guerrero)**

***Recommendation:*** For the Council to discuss amongst themselves who will attend the training.

Mayor Guerrero presented a brief report and addressed the dates of the Academy and topics discussed. He proposed that the City sponsor training for a select group of Council between January 22, 2014 and January 24, 2014 in Sacramento.

Discussion followed regarding waiving per diems and incidentals and having the City pay for travel, lodging and the conference fee.

It was noted that all Council Members will be attending.

The City Clerk will coordinate arrangements for the conference.

- 7S.** Discussion item on a Cudahy Welcome sign.  
**(Verbal report by Mayor Guerrero and Vice Mayor Garcia)**

***Recommendation:*** Motion to receive and file.

The aforementioned item was tabled to the next City Council meeting.

- 7T.** Discussion item on Cudahy Youth Foundation.  
**(Verbal report by Councilmember Oliva)**

***Recommendation:*** Motion to receive and file.

The aforementioned item was tabled to the next City Council meeting.

- 7U.** Discussion item on citation appeal process.  
**(Verbal report by Mayor Guerrero and Councilmember Oliva)**  
**(Verbal report by Councilmember Sanchez)**

***Recommendation:*** Motion to receive and file.

The aforementioned item was tabled to the next City Council meeting.

- 7V.** Review and discussion of the contracts between the City and the three public relations firms.  
**(Verbal report by Vice Mayor Garcia)**

***Recommendation:*** Motion to receive and file.

**MINUTES**  
**CUDAHY CITY COUNCIL**  
**A Regular Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday – January 7, 2014 - 6:30 P.M.**

The aforementioned item was tabled to the next City Council meeting.

- 7W.** Discussion item on the City's Casino License and exploration of a Casino in the City.  
**(Verbal report by Vice Mayor Garcia)**

**Recommendation:** *Motion to receive and file.*

The aforementioned item was tabled to the next City Council meeting.

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

**Recommendation:** *Motion to receive and file.*

The aforementioned item was tabled to the next City Council meeting.

- 7Y.** Discussion item on the notices mailed out to mobile home park owners.  
**(Verbal report by Mayor Guerrero and Councilmember Oliva)**

**Recommendation:** *Motion to receive and file.*

City Prosecutor Jim Eckart provided details of the report addressing notices, distribution of notices and next steps.

Mayor Guerrero added that inspections will proceed to the next level on a case-by-case basis.

Mr. Eckart reported that staff has not begun formal proceedings and that no formal notices of violation have been issued and addressed the focus of enforcement. He added that staff is obligated to re-inspect additions that may pose dangers. Minor issues will, more-than-likely, reach finality through the State.

In response to an inquiry from Mayor Guerrero, Mr. Eckart reported there is no legal requirement that the City close open cases prior to the issue being turned over to the State (within the next ninety days). He added there is an obligation for the City to address cases with imminent hazards and health and safety issues.

Mayor Guerrero summarized that the idea is that, within the next ninety days, the City make as much progress as possible in addressing open cases. He requested an update at the next City Council meeting regarding City options to provide relief to those cases requiring additional work or expense for the property owner to resolve the case.

It was noted that there is a mobile home component to CDBG funds and there will be some funding available to help with expenses. More information will be provided at the next City Council meeting. An application form was made available to the public. Qualification in the program will need to be verified as not all mobile home units will be eligible.

**MINUTES  
CUDAHY CITY COUNCIL  
A Regular Meeting held in the City Council Chambers,  
5240 Santa Ana Street, Cudahy, California  
Tuesday – January 7, 2014 - 6:30 P.M.**

In response to Councilmember Oliva's inquiry, staff reported on options available relative to washers/dryers exposed to the weather, storage units and working to sign off on as many violations as possible prior to handing over the files to the State.

Councilmember Oliva suggested assuring residents that the City is going through the process, communicating what the process will be and steps being taken to resolve as many cases as possible.

Brief discussion followed regarding possible liabilities to the City.

Councilmember Oliva noted that although cases will be transferred to the State, that does not prevent the City from offering assistance to qualified residents.

It was noted that existing limitations on grants will remain but there will be no additional limitations implemented.

The report was received and filed.

## **8. CLOSED SESSION**

City Council adjourned to Closed Session at 12:00 midnight to discuss matters listed on the Closed Session agenda.

**8A.** Closed Session Pursuant to Government Code Section 54957(b)(1) – Public Employee Performance Evaluation.

**Title of Employee to be evaluated: City Attorney**

**8B.** Closed Session pursuant to Government Code Section 54956.8, conference with real property negotiators.

**Property: 4840 Clara Street (APN 6226-025-004)**

**Agency Negotiator: Saul Bolivar and City Attorney Rick Olivarez, Lead Negotiators**

**Negotiating Parties: City of Cudahy and Emiglia and Chiara Gigliotti**

**Under Negotiation: Purchase of said lot for future development of City Park (Clara Expansion)**

City Attorney Olivarez reported that City Council reported that an update was provided and that no formal action was taken.

## **10. ADJOURNMENT**

The City Council meeting adjourned at 12:15 a.m.

11C

**MINUTES**  
**CUDAHY CITY COUNCIL (Regular Meeting) and**  
**CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT COMMISSION**  
**(Special Meeting)**  
**A Joint Meeting held in the City Council Chambers**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday, June 3, 2014 – 6:30 P.M.**

**1. CALL TO ORDER**

Mayor Garcia called the meeting to order at 6:30 p.m.

**2. ROLL CALL**

PRESENT: Council/Agency Members Guerrero, Oliva, Sanchez (arrived at 6:52 p.m.), Vice Mayor/Vice Chair Markovich, Mayor/Chair Garcia.

ABSENT: None.

**3. PLEDGE OF ALLEGIANCE – Led by Jennifer Cannata, Student of the Month at Theresa Hughes School**

**4. INVOCATION – Given by Mayor Garcia**

**5. PRESENTATIONS**

- Proclamation to Sharon Sweet, Elizabeth Learning Center Principal (**Garcia**)
- Proclamation to Sergeant Valencia in appreciation of his service to the City of Cudahy (**Sanchez**)
- Presentation on Grant Writing Services by Paul Solano (**City Manager**)

**6. PUBLIC COMMENT**

Pamela Mungia spoke in opposition to the location of the homeless shelter and the agenda.

Patricia Covarrubias spoke regarding the fundraising for seniors agenda item.

Mirhely Gessner spoke regarding the fundraising for senior's agenda item.

Carmen Hernandez expressed opposition to the location of the homeless shelter.

Nelly Blacker expressed concerns that the Council is not working in a unified manner.

Javier Flores expressed opposition to the location of the homeless shelter and expressed concerns regarding disunity among the Council members.

William Tejada expressed concerns regarding disunity among the Council members.

Felix Reyes expressed concerns with the potential location of the homeless shelter and disunity among the Council members.

Elizabeth Plascencia expressed concerns regarding the location of the homeless shelter.

Sandra Orozco expressed concerns regarding spending money on item that are not necessarily needed and to remember to serve the seniors and disabled.

Jose Parra spoke regarding the Library and the Summer Reading Program.

Sandra Carrera spoke regarding safety concerns in the area near South and Cecilia, issues related to the Senior Center, and requested unity among the City Council.

Adelina Garcia expressed concerns regarding a homeless shelter in the City.

Alfred Areyan spoke regarding the City's disaster plan and requested that the Council begin working together.

Hilda Alvarez expressed concerns regarding the perception of the Council not working together and expressed concerns regarding the homeless shelter.

Rosalina Navarro expressed concerns with a homeless shelter in the City.

Marcos Covarrubias expressed concerns with the safety at Clara Park and Lugo Park and expressed concerns regarding the location of homeless shelter in the City.

Gloria Sandoval expressed concerns regarding the Council not working together, trash service, sidewalks, and the City Manager's discretionary spending budget.

Noting there were no further individuals who elected to speak, Mayor Garcia closed public comments.

**7. CITY COUNCIL COMMENTS**

Council Member Guerrero expressed concerns with the interaction between the City Council and public speakers.

City Attorney Isabel Birrueta noted that follow up questions by the City Council are allowed, however, the public should expect fair treatment in terms of the three (3) minutes time limit per speaker.

Council Member Guerrero thanked the Vice Mayor for organizing the Book Fair and Council Member Oliva for the City Beautification Process. He expressed concerns about the perception by the public of disunity on the City Council. He further expressed his commitment to establish appropriate controls for the City.

Council Member Sanchez thanked the Vice Mayor for organizing the Book Fair and noted that the City Council will not always be in agreement, and having differences of opinion is part of the healthy democratic process. He spoke regarding the choices that the City Council is making now and how it will affect the further. He requested a strategic plan in order to plan for balancing the budget.

Council Member Oliva requested that the City Council must move forward to clarify their direction and unite in order to focus on problems of the City. She thanked the Vice Mayor and staff for organizing the

Book Fair. She inquired as to whether when there is an event with senior citizens, there is adequate water for every volunteer and employee. Ms. Oliva requested a future agenda item on "Consolidated." In closing she requested that the City continue to follow up on the audit on internal controls.

Vice Mayor Markovich spoke regarding the Memorial Day activities in the City of Bell Gardens, thanked staff for their assistance with the Book Fair, mentioned that he would start "Vice Mayor Office Hours" every Thursday, starting June 12, 2014, at 2:45 p.m.

Mayor Garcia thanked his colleagues for their updates and the perception of differences in opinion among the City Council. He supports moving forward with policies that improve the lives of the residents of Cudahy. He mentioned several projects that require the City's attention.

Interim City Manager Henry Garcia recommended to the Council that the original spirit of hope and success needs to be rekindled. He requested that the Council begin looking at their style of leadership as individuals and Council and the vision they hope to shape for the community. He requested formalizing a date for a strategic plan so that the Council can begin to develop a budget and pathway for policies. He requested calendaring a time on a Saturday to complete the Strategic Plan.

**8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES**

A motion was made by Markovich, seconded by Garcia, and carried (5 – 0) to waive full text reading of all Resolutions and Ordinances 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.

- AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

**9. PUBLIC HEARINGS**

- A. A public hearing to consider introduction by first reading of Zoning Ordinance No. 634, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING ZONE TEXT AMENDMENT 14-01 TO ADD NEW DEFINITIONS TO SUBSECTION 20.08.10 ADDING "EMERGENCY SHELTERS" AND "TRANSITIONAL AND SUPPORTIVE HOUSING," MODIFYING CMC SUBSECTION 20.64.040 TO ADD "TRANSITIONAL AND SUPPORTIVE HOUSING," AND MODIFYING CMC SUBSECTION 20.68.080 TO ADD "EMERGENCY SHELTERS." (COUNCIL)  
(Community Development)  
Recommendation: Approve introduction of Zoning Ordinance No. 634. (First Reading)**

A staff report was given by Michael Allen, Acting Community Development Director. He stated that staff had been conducting research into approving facilities in a different zone along with the City Attorney's Office. Staff is looking into: 1) addressing the requirement that development standards and procedures do not render the use unfeasible, and 2) the consideration should consider the compatibility and usability of the zone. Clarification was given that this is not to approve a shelter, or allocate dollars towards a shelter. This Ordinance is proposed in order to be compliant with State law (SB 2) and in coordination with feedback from the community.

City Attorney Isabel Birrueta made clear to the community that the requirements of State law must be met, while listening to the community's input. The Ordinance must be adopted in accordance with State law; however, the City may study and identify an appropriate area. It is not a choice by the City, it is a mandate of Senate Bill 2, which identifies a zone where a homeless shelter may be located. It is not a requirement to build or allocate funding towards a shelter.

Council Member Guerrero understands that this is only to designate a zone and would try to pick a zone that would be unattractive to developers of a shelter.

City Attorney Birrueta noted that staff is studying the other uses permitted in zones which may prohibit the zone being used for shelter. She noted that if the City Council designates an area that would be harmful to human beings, the State will not accept the designation.

Vice Mayor Markovich noted that he understands the "catch-22" nature of this issue and suggested patience from the community as staff and the City Council conduct the research required in order to be compliant with State law. He expressed concerns that if this issue is not resolved, the City could be in danger of losing its other State funding for parks.

Pursuant to unanimous City Council direction, this item was tabled indefinitely to allow staff and the City Attorney's Office to complete research.

- B. A public hearing approving Development Review Permit (DRP) No. 41.499, proposing to improve the façade of two existing buildings and canopy, remodel of an existing convenience store and conversion of existing Auto Repair Shop to retail type use. The project is located in the neighborhood commercial zone at 5001 Clara Street. (COUNCIL)  
(Community Development)  
Recommendation: Approve applicant's request for DRP No. 41.499.**

A staff report was given by Michael Allen, Acting Community Development Director. This item was approved by the Planning Commission in May and is now before the Council for their final approval. Mr. Allen provided further description of the various phases of the improvement project, including parking and landscaping.

Bharpur Dhanoa, applicant and representing Circle K, noted that his business will be open 24 hours a day and will employ seven to eight individuals.

City Attorney Birrueta noted that in the Conditions of Approval, it needs to be listed that the business will be open 24 hours a day.

Mr. Allen noted that the Community Development Director has the administrative authority to extend the hours of operation.

In response to an inquiry from Council Member Guerrero, the applicant reported on the Phase II elements of his project.

Mr. Allen noted that the area is not currently zoned for restaurants.

City Attorney Birrueta noted that the City's process is fairly quick, other City's have design review processes to ensure aesthetic and adjacent conformity which often take up to six months, and staff worked hard to expedite this process.

Mayor Garcia opened the public hearing and public comments.

Adelina Garcia expressed support for the project.

Felix Reyes expressed support for the project.

Hilda Alvarez expressed support for the project and requested that they have enough handicapped spaces.

William Tejada expressed support for the project.

Javier Flores expressed support for the project.

Alecia Rodriguez expressed support for the project as long as healthier food options are selected.

Noting there were no further members of the public who elected to speak, the Mayor closed public comments and the public hearing.

Council Member Sanchez inquired as to job access to Cudahy residents. City Attorney Birrueta noted that it cannot be mandated that City residents are hired. The applicant noted that he encourages local residents to apply and that he strives to keep the fuel prices affordable.

Council Member Sanchez affirmed that a Subway restaurant could be allowed at the location, as long as it was not a sit down restaurant.

A motion was made by Oliva, seconded by Sanchez, and carried (5 – 0) to approve the applicant's request for DRP No. 41.499.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

- C. A public hearing to consider Resolution No. 2014-XX, A RESOLUTION LEVYING FEES FOR THE HANDLING OF SOLID WASTE AND RECYCLE MATERIALS AGAINST RESIDENTIAL PROPERTIES WITHIN THE CITY. (COUNCIL)  
**(Finance Department)**  
**Recommendation: Approve the Resolution.**

A staff report was given by Henry Garcia, Interim City Manager. He stated that there is no residential increase; this is a custodial matter for which the existing fees will be levied. There is not an increase in the residential rates.

In response to a member of the Council, Mr. Garcia noted the current rate will be \$18.61.

Council Member Oliva requested agendaing a public hearing so that members of the public could provide input on the services they are receiving from "Consolidated." She also requested that the "ad hoc contract committee" or staff pull the contract with Consolidated for review to ensure that the vendor is complying with the terms of the contract. She also requested an audit of the contract.

Council Member Guerrero stated he is in support of this item, as it continues the status quo, and does not involve an increase in fees.

City Attorney Birrueta requested clarification from Council Member Oliva on her request. Council Member Oliva clarified that she would like to have a report come back to the Council within thirty days from either the "ad hoc contract committee" or staff, as well as notification to the public that a public hearing will be conducted to review the Consolidated contract so they can provide input. She requested the date of the hearing be placed in the quarterly newsletter.

City Attorney Birrueta strongly suggested that the public hearing be conducted at an agendaed Special Meeting.

Interim City Manager suggested that the item be agendaed for the next Town Hall Meeting, approximately one month away, which will be noticed as a Special Meeting, where the item of review of the Consolidated contract will be open for public input. Mr. Garcia will confer with the "ad hoc contract committee," Consolidated, and the City Attorney to prepare the report.

Vice Mayor Markovich stated that he was interested in hearing from the resident's directly.

The Mayor opened the public hearing and public comments. Noting there were no speakers for this item, Mayor Garcia closed the public comments and public hearing.

A motion was made by Oliva, seconded by Markovich, and carried (5 – 0) to:

1. Approve Resolution No. 2014-XX, A RESOLUTION LEVYING FEES FOR THE HANDLING OF SOLID WASTE AND RECYCLE MATERIALS AGAINST RESIDENTIAL PROPERTIES WITHIN THE CITY, and
2. Direct the City Manager to review the Consolidated contract and prepare a report with the "ad hoc contract committee," Consolidated, and the City Attorney, and
3. Schedule a Special Meeting to be held at the Town Hall meeting where this item will be discussed, and
4. Notify the public of the meeting date in the quarterly newsletter.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia

NOES: None.

ABSENT: None.

ABSTAIN: None.

## 10. CONSENT CALENDAR

Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council/Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.

**Consent Calendar Recommendation:** Approve Items 10A through 10B on the Consent Calendar.

- A. Consideration to receive and file the request from Consolidated Disposal Services, LLC, to increase the solid waste fee for commercial customers only. (COUNCIL)  
**(Finance Department)**  
**Recommendation: Receive and file the request.**

This item was pulled from the Consent Calendar by Mayor Garcia.

A staff report was given by Henry Garcia, Interim City Manager. He recommended that Council receive and file this report.

Representative from Consolidated Disposal Services, affirmed they use the standard CPI number for all cities.

It was approved unanimously (5 – 0) to receive and file the request from Consolidated Disposal Services, LLC, to increase the solid waste fee for commercial customers only. (COUNCIL)

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

- B. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of May 20, 2014. (COUNCIL/AGENCY)  
**(City Clerk's Office)**  
**Recommendation: Waive reading of the minutes, approve as submitted, and order filed.**

This item was pulled from the Consent Calendar by Mayor Garcia.

A motion was made by Garcia, seconded by Markovich, and carried (4 – 0, 1 abstention) to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of May 20, 2014. (COUNCIL/AGENCY)

AYES: Guerrero, Oliva, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: Sanchez

## 11. BUSINESS SESSION

- A. Amendment No. 1 to Community Development Block Grant Contract with Dapeer, Rosenblit, Litvik, LLP. (COUNCIL)

**(Community Development)**

**Recommendation: Authorize the City Manager to execute Amendment No 1. to the contract with Dapeer, Rosenblit, Litvak, LLP, in an amount not to exceed \$50,000.**

A staff report was given by Jennifer Hernandez.

Council Member Sanchez affirmed that there are no changes to the contract, with the exception that it would provide a one-year contract extension.

Council Member Guerrero affirmed that the hourly rate has not changed and expressed support for the parameters of the contract.

A motion was made by Sanchez, seconded by Markovich, and carried (5 – 0) to authorize the City Manager to execute Amendment No 1. to the contract with Dapeer, Rosenblit, Litvak, LLP, in an amount not to exceed \$50,000.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia

NOES: None.

ABSENT: None.

ABSTAIN: None.

**B. Consideration to approve an agreement between City of Cudahy and Keenan and Associates for Risk Management Consultant Services. (COUNCIL)**

**(City Manager)**

**Recommendation: Approve and enter into the agreement.**

A staff report was given by Henry Garcia, Interim City Manager. He described that this agreement will only cover Phase II of the project. This is a qualified provider who can evaluate the appropriateness of the insurance limits, loss control, and claims administration. This is part of the performance improvement program set forth with the JPIA.

Council Member Guerrero noted that JPIA's requirements are strict and the City Council should be independent of the requirements from JPIA. His goal was to look at other insurance providers in order to give more space to the City in order to enact reforms. JPIA has provided notices of removal of coverage on short notice, and he feels uncomfortable in having the threat of insurance being removed on such short notice.

Council Member Guerrero would like to explore a few more options, including meeting with ICRMA, regarding coverage options.

In response to an inquiry from Council Member Sanchez, Interim City Manager Garcia noted that JPIA at this time is likely not interested in continuing service to the City and at this time did not have a number of claims against the City.

City Attorney Birrueta encouraged the City Council members review the number and type of claims and lawsuits against the City, what are the most common types of claims, the response time, and how many were covered by the current insurance provider.

David Rendeiro, representing the vendor, noted that the price included was all-inclusive.

In response to Council Member Guerrero, the vendor mentioned the length of time to respond to various insurance claims.

Council Member Sanchez expressed his support to approach JPIA in order to find out if they are interested in continuing service.

Council Member Oliva affirmed that the full amount will be credited back to the City if they find an alternative option.

Council Member Guerrero inquired how Keenan will then be compensated for their service if their fee is credit back to them. The vendor noted that a commission or flat annual fee would be paid and the consultant fee would be credited against that.

Council Member Oliva affirmed that the City Attorney's Office reviewed the contract, however the City Attorney's Office did not negotiate the amount of the contract, they only reviewed as to form.

Council Member Sanchez suggested that the City's list of historical claims, a request for proposals process

Council Member Oliva stated that currently the City is "going against time" and a decision needs to be made. She would like to see if the \$25,000 can be negotiated down with the proposed vendor. Council Member Guerrero does not support reestablishing a relationship with JPIA. He spoke regarding the historical background on the relationship with JPIA. He suggested that we hold off on this agreement in order to negotiate the pricing and terms, and then also reach out to ICRMA regarding their services and pricing.

A motion was made by Markovich, seconded by Garcia, and carried (3 – 2) to approve an agreement between City of Cudahy and Keenan and Associates for Risk Management Consultant Services.  
(COUNCIL)

AYES: Oliva, Markovich, Garcia

NOES: Guerrero, Sanchez

ABSENT: None.

ABSTAIN: None.

- C. Consideration to approve an agreement between the City of Cudahy and City Clerk Management Services, Inc. for Interim Deputy City Clerk services.(COUNCIL)  
**(City Manager)**

**Recommendation: Approve the agreement.**

A staff report was given by Henry Garcia, Interim City Manager. He recommended continuing with the Interim Deputy City Clerks services and proceeding immediately with a full-time City Clerk recruitment.

Council Member Sanchez is in support of hiring a full-time City Clerk as quickly as possible.

City Attorney Birrueta suggested seeking someone with less experience in order to conserve costs.

Council Member Oliva expressed concerns that the City Clerk's Office is being properly staffed and expressed the need to proceed with recruitment for a full-time City Clerk. She affirmed that the City Attorney's Office reviewed the contract and reviewed the provisions of the contract.

Council Member Guerrero requested the recruitment for the full time City Clerk and suggested alternatives for staff structuring in the office.

Council Member Oliva requested that she have a better idea on the contractor's schedule.

Vice Mayor Markovich expressed concerns regarding the hourly rate, however, he understands they need someone in the office to complete the duties. He supported expediting the recruitment of a permanent City Clerk.

A motion was made by Oliva, seconded by Markovich, and carried (5 – 0) to approve an agreement between the City of Cudahy and City Clerk Management Services, Inc. for Interim Deputy City Clerk services, with direction to staff to begin recruitment for permanent City Clerk. (COUNCIL)

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia

NOES: None.

ABSENT: None.

ABSTAIN: None.

- D. Consideration of City of Cudahy co-sponsorship with Mayte Prida Foundation for a community event called Walk of Hope, in accordance with Resolution No. 14-10. (COUNCIL)  
**(Community Development)**  
**Recommendation: Receive report and provide direction.**

A staff report was given by Michael Allen, Acting Community Development Director. He described the focus of the group (Breast Cancer Awareness). He noted the City has informally partnered with the organization in the past. They are asking for certain contributions from the City. A PowerPoint Presentation was displayed. He noted the total contributions requested from the City are approximately \$8000 and described the individual items.

Vice Mayor Markovich inquired if sponsors can be obtained to offset costs related to the event.

Council Member Guerrero agrees with the concept in principal, however, the cost may be too excessive right now.

Council Member Sanchez suggested getting donations and sponsorships for the event.

Mayor Garcia inquired as to who was going to spearhead the sponsorships.

Council Member Oliva inquired as to why the City was not partnering with the other City's who will be participating in the event. She suggested partnering with other City's to produce this type of event. Further, she requested that information be brought forward regarding the previous interactions with the organization.

A motion was made by Markovich, seconded by Oliva, and carried (5 – 0) to table this item indefinitely, while staff conducts research with the organization to assess costs of City participation in the event.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

## 12. COUNCIL BUSINESS

- A. Consideration of A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROMOTE THE AVAILABILITY OF FUNDS FOR COMMUNITY GROUP FITNESS CLASSES TO BENEFIT CITY RESIDENTS (COUNCIL)**  
**(Oliva)**  
**Recommendation: Approve the Resolution.**

Council Member Oliva requested adding “advertising.” She wants to switch the program to the “summer roster” and that it is going to be two classes per category due to the ages, it is going to be \$200 per program (at the end of the program) for eight weeks. She wants to make sure that the \$4,000 is budgeted for ballet classes for the upcoming fiscal year and these are the payments to be made to the instructors. The expenditures should be available for the purchase of materials. For a total of \$5,500 per fiscal year.

Mayor Garcia intended his support of the program and some monetary compensation for the instructors. He would also like a review of the entire sports program.

Council Member Oliva noted that there will be a \$5 per student fee to cover administrative costs.

City Attorney Birrueta affirmed that this new resolution would repeal Resolution No. 2014-11.

A motion was made by Oliva, seconded by Garcia, and carried (5 – 0) to approve RESOLUTION NO, 2014-XX, A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROMOTE THE AVAILABILITY OF FUNDS FOR COMMUNITY GROUP FITNESS CLASSES TO BENEFIT CITY RESIDENTS (COUNCIL), with amendments suggested by City Attorney to include 1) Section 1, \$1500 will be used for marketing and advertising of classes, 2) Section 4, \$5 per person per class program or other amount as the City Manager may deem appropriate from time to time, and 3) and a total budget for the fiscal year of \$5,500, \$4000 of which would be to pay the program instructors.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

- B. Discussion item on "grant writing opportunities."**  
**(Guerrero)**  
**Recommendation: Receive report and provide direction.**

This item was tabled indefinitely by affirmation of Council Member Guerrero.

- C. Discussion item on Council approved fundraiser deposits.  
**(Oliva)**  
**Recommendation: Receive report and provide direction.**

Council Member Oliva requested to approve the deposit of \$407.00 to be classified into the Senior Commission fund.

Interim City Manager Garcia noted that a worker at the Cinco de Mayo event had started a fundraising effort and collected \$407.00 and suggested giving this donation a "use." It was a very nice gesture, however, it is not appropriate for the City to be in the fundraising business.

Direction was given unanimously to direct the City Manager to designate the \$407.00 in the Senior Commission fund.

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

- D. Discussion item on loud noise Ordinance.  
**(Guerrero & Oliva)**  
**Recommendation: Receive report and provide direction.**

This item was tabled to the next Regular Meeting by affirmation of Council Member Guerrero and Council Member Oliva.

- E. Consideration of 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 (COUNCIL)  
**(Guerrero)**  
**Recommendation: Receive report and provide direction.**

This item was tabled to the next Regular Meeting by affirmation of Council Member Guerrero.

- F. Draft Resolutions in support of Senator Lara's Health4All Bill.  
**(Garcia)**  
**Recommendation: Receive report and provide direction.**

A report was given by Mayor Garcia. He provided background on the bill (Assembly Bill 1005) which would expand access to healthcare regardless of immigration status.

Council Member Oliva inquired as to who will be subsidizing this program.

Council Member Sanchez stated that many of the City residents are undocumented and he is in support of this bill.

Vice Mayor Markovich asserted that health care is a right and he is in support of this bill.

Council Member Guerrero expressed concerns regarding the Affordable Care Act and its economic repercussions. He is not in support of a state level program under the federal programs are straightened out. He noted he is in support of universal health care and health care for immigrants.

A motion was made by Garcia, seconded by Oliva, and carried (4 – 0, 1 abstention) to approve a resolution in support of AB 1005 Senator Lara’s Health4All Bill, as adjusted to reflect the City’s resolution template, and to add the appropriate Resolution Number and signature blocks.

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: Guerrero

### **13. CLOSED SESSION**

City Attorney Isabel Birrueta announced that the City Council/Agency would recess to Closed Session to discuss Items 13A, 13B, 13C, and 13D on the Closed Session agenda.

- A. Closed Session pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) - Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.**
  
- B. Closed Session pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator**  
**Location of Property: 4840 Clara Street, APN 6226 025 004**  
**City's Negotiator(s): Acting City Manager and City Attorney Isabel Birrueta**  
**Party Negotiating With: Emiglia and Chiara Gigliotti**  
**Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property**
  
- C. Closed Session Pursuant to Government Code Section 54957 to Consider Public Employee Employment and Appointment**  
**Title of Position Under Consideration: Interim City Manager**
  
- D. Closed Session Pursuant to Government Code Section 54957.6 (a) – Conference with Labor Negotiator regarding Unrepresented Employee**  
**Agency designated representative: Assistant City Attorney Isabel Birrueta**  
**Title of Position Subject to Negotiation: Interim City Manager**

**City Attorney Report from Closed Session**

City Attorney Isabel Birrueta reported that the City Council/Agency met in Closed Session to discuss Items 13A, 13B, 13C, and 13D on the Closed Session agenda.

In regard to Item 13A, direction was given and no further reportable action was taken.

In regard to Item 13B, direction was given and no further reportable action was taken.

In regard to Item 13C, action was taken to appoint Michael Allen as Interim City Manager.

In regard to Item 13D, direction was given and no further reportable action was taken.

### **13. ADJOURNMENT**

The City Council/Agency meeting was adjourned at 11:15 p.m.

---

MAYOR

ATTEST:

---

INTERIM CITY CLERK

APPROVED: July 1, 2014



12A

# AGENDA REPORT

---

DATE: July 1, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Michael Allen, Acting City Manager

FROM: Vince Altuna, Building Inspector

Subject: Recommendation To Award A Professional Plan Check Services Agreement For Building Code Services To Transtech Engineers, Inc. For One Year with The Option To Extend.

---

## RECOMMENDATION:

That the City of Cudahy City Council award a Professional Services Agreement (PSA) for Building Code plan check Services to Transtech Engineers, Inc. for one year with the option to extend.

## BACKGROUND:

Building code plan check services have been traditionally provided through a consultant contract. The Engineering firms of Transtech Engineering, Inc. and CSG Consultants have been performing this service for the City since August of 2012. As a result of an open market bid procedure, the bids were awarded after four engineering companies were contacted in June of 2012. Requested was a submittal of a competitive proposal for building code services. All proposals were evaluated and then interviewed by City Manager Hector Rodriguez, and Director of Community Development Saul Bolivar. At the conclusion of the interview phase, the selection committee determined that Transtech Engineering and CSG Consultants were the highest rated and best qualified firms. Purchase Order numbers were awarded to Transtech Engineering and CSG in the amount of \$10,000.00. Allotted funds for the bids exhausted in March of 2014.

The current RFP process was initiated with the goal of awarding one contract to streamline and simplify the plan check process. The RFP was posted on the City Website with a deadline to submit proposals beginning April 14, 2014 and ending May 16, 2014. A total of three firms responded to the RFP. All proposals were evaluated by Acting City Manager Michael Allen, Assistant City Engineer Aaron Hernandez, and Planning Technician Didier Murillo. Firms submitting proposals were Transtech Engineering, Inc., CSG Consultants, Inc., and Pacifica Services, Inc. At the conclusion of the evaluation phase, the selection committee determined that Transtech Engineering, Inc. was the highest rated and best qualified firm. Highlights include:

- Ayla Erfigen, CBO, Plan Check Services Manager (Contract Principal) will be assigned to the City. Ayla has 20 years of experience, and serves as Building

Official, Deputy Building Official, Plan Checker, Code Enforcement Official, Planning Technician, and Inspector at various Transtech contract cities.

- David Ragland, PE, LS, QSD, QSP Sr. Engineer (Public Works Improvements Plan Checks and Map Check Support). David is a civil engineers and land surveyor with approximately 30 years of diverse experience and participated on numerous multi-disciplinary teams dealing with management, design, plan check and construction of civil and transportation engineering, urban and rural development, and public works projects.
- Neville Perira, CBO, PE, SR. Engineer, (Public Works Improvements and Building Plan Check Support). Neville has 25 years of experience, and serves as Building Official and Plan Checker at various Transtech contract cities. He previously worked for Los Angeles County, City of Los Angeles, City of Glendale, City of Pasadena, and the City of Santa Monica.
- Ed Alexanians, PE, Sr. Plan Checker-Structural (Plan Check Support). Ed has over 25 years of experience. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation, and San Bernardino. Ed has also performed plan checks of complex structures, high-rise, and mid-rise buildings, amusement rides, and earthquake damage buildings for the Los Angeles County Building Code compliance.
- The team also includes: A firm consisting of electrical and mechanical engineers, and a firm with environmental engineers and expertise in energy codes related to water, gas and electrical conservation.
- In addition to the Civil and Engineer qualifications above, the Transtech team has the various certifications in the primary disciplines related to the Building Codes.

## **SCOPE OF WORK:**

Plan checking services scope of work will include the review of plans submitted to subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for the conformance with local and other applicable (County, State, and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Grading Plans including mass grading, rough grading, and precise grading plans.
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports.
- Traffic Plans including sign and stripping plans, traffic detour, staging & signal plans.
- Engineer's Cost Estimated for the related items of work for bonding purposes.
- Engineer's Reports including Storm Water Pollution Prevention Plans, and Special Traffic Reports

- Standard Urban Storm water Mitigation Plans (SUSMP) reports and related documents.
- Architectural, structural, electrical, mechanical, plumbing, fire and/ or any other specific project plans.
- Check plans for design conformance to: approved tentative maps, related specific plans, general plan and city ordinances and resolutions, conditions of approval, city standards, ADA standards, City's subdivision policies, and other agency requirements.
- Check for accuracy of design in conformance with the City's most current adopted code.
- Check general mathematics and design criteria.
- Call for redesign of any portion of plans that: will not function due to poor engineering; is not consistent with the approved tentative map or conditions of approval; will be potentially unsafe to the public or impractical to construct.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The Transtech Engineer contract will be paid for primarily through the collection of plan check fees from applicants seeking Building and Safety permits. The agreement proposes a fixed percentage of a 65% base fee of the permit value and an hourly rate of \$95.00/hour for any additional plan review time required after the first recheck of plans. The rate submitted represents a 10% savings to the next firm considered (CSG). The savings to the City are anticipated to total approximately \$1,600.00 per year. The savings are based on plan check fees collected July 1, 2013, to present.

In fiscal year 2013/2014, the City processed a total of approximately \$1.6 million in valuation, which results in approximately \$12,000 in plan check fee's. The City's Building and Safety Department is expecting a similar trend in fiscal year 2014/2015.

**Proposal Highlights**

Vendor	Service	Rate
<b>Transtech Engineers, Inc.</b>	Plan Check	65% of Plan Check Fee
	Additional Plan Review	\$95/HR
	Turnaround Times for PC	10-15 Business Days
	Subsequent & Resubmitted	3-10 Business Days
<b>CSG Consultants, Inc.</b>	Plan Check	75% of Plan Check Fee
	Additional Plan Review	\$85/HR
	Turnaround Times for PC	10 Business Days
	Subsequent & Resubmitted	5 Business Days
<b>Pacifica Services, Inc.</b>	Plan Check	70% of Plan Check Fee
	Addition Review Fee	\$140/HR
	Turnaround Times for PC	Not Submitted
	Subsequent & Resubmitted	Not Submitted

**REQUESTED ACTION:**

Award a Professional Services Agreement (PSA) for Building Code Plan Check Services to Transtech Engineering, Inc. for one year, with an option to extend.

**ATTACHMENTS:**

Proposal from Transtech Engineering, Inc.  
Fee Schedule from Transtech Engineering, Inc.  
RFP with template professional services contract

**Submitted to:**



**CITY OF CUDAHY**  
Michael Allen  
Director of Community Development  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

**TECHNICAL PROPOSAL  
FOR  
PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES**

*As requested, Fee Proposal is submitted in a separate envelope.*

**Submitted by:**

**TRANSTECH Engineers, Inc.**

Contact person for this submittal:

Ayla Erfigen, CBO

[ayla.erfigen@transtech.org](mailto:ayla.erfigen@transtech.org)

C: 909-851-5765





April 25, 2014

**CITY OF CUDAHY**

Michael Allen  
Director of Community Development  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

**Subject: TECHNICAL PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES**

*As requested, Fee Proposal is submitted in a separate envelope*

Transtech is pleased to submit this proposal to the City of Cudahy for the subject services.

This cover letter provides an executive summary of our proposal.

**1. ABOUT TRANSTECH**

Established in 1989, Transtech is a multi-disciplinary engineering consulting firm which provides municipal engineering services to governmental agencies. Our service capabilities include:

- Municipal Engineering Services, City Engineer, City Traffic Engineer, Capital Improvement Projects, Development Review, Plan Check.
- Building and Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement.
- Housing/rehabilitation program management, CDBG program management, Housing/building improvement/evaluation services.
- Economic Development/Redevelopment Services.
- Program and Construction Management, Contract Administration, Construction Inspection, Labor Compliance, Design-build Services.
- Federally Funded Project Management and Grant applications.
- City Planning Services.
- Civil Engineering, Freeways and Interchanges, Local Streets and Roads, Sewerage, Water and Storm Drain, Pavement Management System, Grading Studies.
- Traffic and Transportation Planning and Engineering.
- Water Resources Engineering.
- Surveying, Mapping, ALTA, Right-of-way Engineering.
- Emergency and Disaster Response, Support and Recovery Services.
- One of our unique specialties is Federally Funded Project Management and Grant Writing. We are recognized as one of the foremost expert firms in State and Federal funding programs and procedures. Our Grant Writing and Funds Management services enable our municipal and agency clients of any size to find potential funding sources, and to prepare

April 25, 2014

CITY OF CUDAHY

Subject: TECHNICAL PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES

Page 2 of 6

competitive applications. In the past few years, our firm has facilitated over \$70 million in funds for our clients' public works projects and transportation improvements. Additionally, after funds are awarded to a client, our experienced staff provides assistance to ensure compliance with applicable funding program requirements, including preparing necessary clearance approvals (environmental, utilities, right-of-way), processing E-76 authorizations, and managing the project.

## 2. EXPERIENCE IN PLAN CHECK SERVICES

Transtech has extensive experience in providing contract plan check services as part of its City Engineering and Building and Safety Contracts for a number of agencies. Currently, our firm is providing similar services to the following agencies:

- City of Temple City: Building Official, Plan Check, Inspection, Permit Specialist, City Engineering, Traffic Engineering, Public Works Plan Check, Public Works Inspection Services
- City of Alhambra: Building Official, Plan Check, Inspection, Permit Specialist, City Engineering, Traffic Engineering, Public Works Plan Check, Public Works Inspection Services
- City of South Pasadena: Building Official, Plan Check, Inspection, Permit Specialist Services  
City of Huntington Park: Building Official, Plan Check, Inspection, Permit Specialist, City Engineering, Traffic Engineering Services
- San Manuel Indian Reservation: Building Official, Plan Check, Inspection Services
- City of Monterey Park: City Engineering, Public Works Plan Check, Public Works Inspection, Building Plan Check, Building Inspection Services
- City of Commerce: Public Works Plan Check, Public Works Inspection Services
- City of Cudahy: Building Plan Check Services
- City of San Bernardino: Building Official, Building Plan Check, Public Works Plan Check Services

Transtech also has extensive experience in Plan Check, Inspection and Construction Management of large and complex projects, such as:

- Rosemead Safety and Enhancement and ADA Improvements Project (Federally Funded), City of Temple City. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$20m.
- Nason/Cactus Roadway Improvements Project, City of Moreno Valley. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic



April 25, 2014

CITY OF CUDAHY

Subject: TECHNICAL PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES

Page 3 of 6

signals, utilities and other misc. improvements. Project Value: \$20m (Transtech won 2013 Construction Management Association of America-CMAA, Project Award for this Project).

- Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved construction of a grade separation. Caltrans was the oversight/jurisdictional Agency. Cost \$40m.
- 710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost: \$15m.
- Via Duct Boulevard/2<sup>nd</sup> Street Realignment and Metrolink Parking Facility, City of San Bernardino Project: Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$6m.
- CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Cost \$5m.
- Valley Boulevard Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra: Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost \$2.5m.
- Casino Expansion for at San Manuel Indian Reservation: Transtech is currently providing plan check on \$40m Casino expansion project for San Manuel India Reservation. Transtech is the reservations Building Official, Plan Checker and Inspector, and will also inspect the casino expansion. Project Value \$40m.
- TACC Cultural Center Development, Lanham, MD: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$100m.
- City of Alhambra Civic Library Project: Transtech provided plan check, inspection,



April 25, 2014

CITY OF CUDAHY

Subject: TECHNICAL PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES

Page 4 of 6

construction management and owner representative services for the construction of 45,000 SF 2 story library with 2 levels of underground parking garage. Project Value: \$30m.

- Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge: Transtech provided inspection and construction management services for the construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks. Project Value: \$24m.
- City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center: Construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Project Value: \$40m.
- City of Commerce City Hall Addition and Rosewood Community Center. Construction of 20,000 SF addition to existing City Hall, new Community Center. Project value: \$20m.
- City of San Bernardino Historic Santa Fe Depot Renovation: Transtech provided plan check, inspection and construction management services for the renovations adoptive reuse of 60,000 sf historical Santa Fe Train Depot. Project Value: \$20m.
- Alhambra Redevelopment Agency Downtown Revitalization Program: Transtech provided plan check, inspection, construction management and owner representative services for the revitalization program, which involved various projects, including Fremont Plaza (modifications/reconstruction of existing buildings for lease by ToysRUs and Party City, construction of a new 30,000 SF store for PetSmart, and various other retail buildings) and Downtown Revitalization (modification/upgrade of existing buildings for Starbucks, 4 Restaurants and various retail businesses). Project Value \$50m.

### 3. PLAN CHECK STAFF QUALIFICATIONS

Our key staff members have served as City Engineer, Building Official, Deputy Building Official, Plan Checker and Inspector for a number of agencies, and have an excellent understanding of public agency issues, procedures, and policies. Our key staff members also have extensive experience in Plan Check, Inspection and Construction Management of large and complex projects. We are confident our team's technical and administrative skills, combined with our unsurpassed commitment to excellence will enable us to provide the City with a high level of service. The following is a summary of various staff members that will be involved in providing services to the City:

- **Ayla Erfigen, CBO, Plan Check Services Manager (Contract Principal):** Ayla has 20 years of experience, and serves as Building Official, Deputy Building Official, Plan Checker, Code Enforcement Official, Community Improvement Coordinator, Planning Technician, and Inspector at various Transtech contract cities. She is involved in ICC organization in various positions, including ICC National Chair for ICC Sustainability Membership Council; Chair for



April 25, 2014

CITY OF CUDAHY

Subject: TECHNICAL PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES

Page 5 of 6

ICC Los Angeles Basin Chapter Inspection Committee; Commissioner for ICC Codes & Standards Council and Commissioner for Calbo Green Committee. In addition to her ICC certifications, she is also CACEO certified Code Enforcement Official.

- **David Ragland, PE, LS, QSD, QSP Sr. Engineer (Public Works Improvements Plan Check and Map Check Support):** David is a civil engineer and land surveyor with approximately 30 years of diverse experience and participated on numerous multi-disciplinary teams dealing with the management, design, plan check and construction of civil and transportation engineering, urban and rural development, and public works projects. He has been providing plan check to Transtech Contract Cities for the past 15 years.
- **Michael Ackerman, PE, QSD, QSP, Sr. Engineer (Public Works Improvements Plan Check and Map Check Support):** Michael has approximately 17 years of experience and participated on numerous multi-disciplinary teams dealing with the management, design, plan check and construction of civil and transportation engineering, urban and rural development, and public works projects. His experience includes CIP management, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination of a variety projects from design thru plan review and approvals and construction. His prior experience includes working for the City of San Bernardino and Caltrans, District 8 in San Bernardino. He also served as Project Design Engineer, Project Manager, Construction Manager and Resident Engineer on a number of Projects. He is well versed in Caltrans and Local Assistance Procedures in federally funded project management.
- **Yunus Rahi, PE, TE, Sr. Engineer (Traffic Plan Check):** Yunus has approximately 25 years of professional experience in traffic engineering, transportation planning and engineering, civil engineering, highway design and planning, traffic impact studies, traffic signal design, and consultant City traffic engineer services. He serves as one of Transtech's City Traffic Engineer's at various cities. He provides plan check on traffic related plans (signal, striping, traffic control, etc.) and reviews traffic impact studies submitted by developers to Cities.
- **Craig Melicher, PE, CBO, CASp, Sr. Engineer (Public Works Improvements and Building Plan Check Support):** Craig has 30 years of experience, and served in various capacities, such as Building Official, Deputy Building Official, Plan Checker, Building Inspector for approximately 6 Cities. He also serves as Construction Manager on large projects. Recent projects include TACC Community Center (\$100m construction project), RCTC Transit Center and Parking Structure (\$30m construction Project).
- **Neville Pereira, CBO, PE, Sr. Engineer (Public Works Improvements and Building Plan Check Support):** Neville has 25 years of experience, and serves as Building Official and Plan Checker at various Transtech contract cities. He previously worked for Los Angeles County, City of Los Angeles, City of Glendale, City of Pasadena and City of Santa Monica as Building/Deputy Building Official, Plan Checker and Inspector. He is involved in ICC



organization in various positions; ICC LA Basin Chapter Board of Directors (2011 President), ICC Building Officials Membership Governing Council, ICC Code Development Committee Vice Chair, ICC Technology/Web Advisory Group. In addition to his ICC certifications, he is also a certified member of California Task Force 1 – FEMA/LA City Urban Search and Rescue - Lead Structure Specialist.

- **Cayetano Vega, PE, Sr. Engineer (Building Plan Check Support):** Cayetano has 25 years of experience. He is a Sr. Plans Examiner and also serves as back-up building officials when needed. Cayetano is a licensed professional engineer, with emphasis in structural engineering.
- **Ed Alexanians, PE, SE, Sr. Plan Checker-Structural (Plan Check Support):** Mr. Alexanians has over 25 years of experience. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation and San Bernardino. Prior to joining Transtech, he was a Sr. Plans Examiner at the County of Los Angeles. Mr. Alexanians has extensive experience in Building Codes, plan check including building, grading and NPDES plan reviews, code interpretations and resolving code related construction and plan check problems on a broad range of residential and commercial projects. He has performed plan check of complex structures, high-rise and mid-rise buildings, amusement rides and earthquake damaged buildings for the Los Angeles County Building Code compliance. He was a team member for damage assessment of several buildings after the Los Angeles riots and the 1994 Northridge Earthquake.
- **Calvin Chang, PE, Sr. Plan Checker-MEP (Plan Check Support):** Mr. Chang has over 25 years of experience and has been working at Transtech as Deputy Building Official, Senior Plan Examiner, On-Site over the Counter Plan Examiner. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation and San Bernardino. Prior to joining Transtech, he was a Sr. Plans Examiner at the City of Burbank

We hereby acknowledge receipt of Addendum #1. Signed copy is provided on the following page. This proposal is valid minimum 90 days. City Standard Contract is acceptable.

Thank you for the opportunity to submit this proposal. Should you have any question or should you need additional information, please contact the undersigned.

Sincerely,



Ayla Erfigen, CBO

Plan Check Services Manager

[avla.erfigen@transtech.org](mailto:avla.erfigen@transtech.org); C: 909-851-5765

F:\WORKPROCESS\PRC\DEALS\2014\1P-14-040 CUDAHY PC SERVICES DUE 042514 4 PM\PROPOSAL\TECHNICAL PROPOSAL, P-14-040 CUDAHY PC SERVICES DUE 042514 4 PM.DOCX



**CITY OF Cudahy**

5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90231  
(323) 773-6143 • FAX (323) 771-2672



**ADDENDUM # 1**

April 16, 2014

**Request for Proposals (RFP) – Professional Consultant  
Services for Plan Checking Services**

This Addendum forms a part of the RFP Documents for the above-identified services and modifies the original RFP as noted below. Portions of the RFP not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

**Item No. 10: General Terms and Conditions**

*- City's sample contract is included in this Addendum (City's sample contract was not included in original RFP)*

**Prepared by:**

**Aaron Hernandez-Torres, P. E., Assistant City Engineer**

**Acknowledgement - We have received Addendum No. 1 and will include an original copy of the acknowledged (signed) addendum to our bid proposal.**

Signature: *Ayla Erfigen*

Print Name: Ayla Erfigen, CBO

Title: Plan Check Services Supervisor

Date: 4/25/2014

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>A. SCOPE OF WORK AND APPROACH</b>	<b>1</b>
<b>B. QUALIFICATIONS OF FIRM</b>	<b>3</b>
<b>C. PROPOSED STAFFING AND PROJECT TEAM</b>	<b>5</b>
<b>D. REFERENCES</b>	<b>7</b>
<b>E. INSURANCE CERTIFICATE</b>	<b>8</b>
<b>APPENDIX – KEY STAFF RESUMES</b>	<b>9 – 20</b>

**As required in the RFP, Proposal is limited to 20 pages.**



## **A. SCOPE OF WORK AND APPROACH**

### **Scope Of Work:**

Plan checking services scope of work will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Grading Plans including mass grading, rough grading and precise grading plans
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports
- Traffic Plans including signing and striping plans, traffic detour, staging & signal plans
- Engineer's Cost Estimate for the related items of work for bonding purposes
- Engineer's Reports including Storm Water Pollution Prevention Plans, and Special Traffic Reports
- Standard Urban Stormwater Mitigation Plans (SUSMP), reports and related documents
- Architectural, structural, electrical, mechanical, plumbing, fire and/ or any other specific project plans
- Topographic plans
- Street Improvement Plans
- Check plans for design conformance to: approved tentative maps, related specific plans, general plan and city ordinances and resolutions, conditions of approval, city standards, ADA standards, City's subdivision policies, other agency requirements
- Review plans for sound engineering practices.
- Check for accuracy of design in conformance with the City's most current adopted code.
- Check general mathematics and design criteria.
- Call for redesign of any portion of plans that: will not function due to poor engineering; is not consistent with the approved tentative map or conditions of approval; will be potentially unsafe to the public or impractical to construct.

### **Approach:**

- Transtech will review plans prepared by applicants for compliance with applicable Codes, City regulations, standards and applicable conditions of approval.
- Transtech will track all plan submittals to assure timely review and turn around schedules are met. We will provide plan check tracking status upon request and/or on a frequently scheduled reporting basis per City's request.
- Transtech understands the importance of being able to expedite certain projects through the plan review process. When requested, Transtech has sufficient staff and resources to expedite plan checks.



- Transtech will address inquiries regarding plan check comments with applicant where clarification is requested and attend meetings as requested. Report to City Hall when called upon to pick up project documents for review, and meet/work with City staff, as needed;
- Transtech will field review project with City staff, as needed, to address unique aspects of the proposed project;
- Transtech will attend scheduled meetings, as needed, to brief the Engineer of Record (EOR), Developers, Consultants and City staff on findings and coordinate additional relevant details and preparation.
- Transtech will necessary precautions to ensure security and privacy, preventing theft, loss, or unauthorized copying of the plans.
- When Federal, State or Local Codes, Regulations and/or Standards are subsequently replaced by newer Codes, Regulations and/or Standards, Transtech will applying such new Standards as prescribed by law.
- All plans and corrections shall be returned as soon as practicable to The City. The following is general guidelines for plan check turnaround times:

<i>Service –Plan Check</i>	<i>Timeframe for Delivery</i>
Minor plan checks	3 to 5 business days
Major plan checks	10 to 15 business days
Subsequent & resubmitted plan checks	3 to 10 business days
Special and complex projects typically with valuation over \$2,500,000	15 business days to 20 business days depending on size and complexity of the project

- Our services are founded on the principals of Total Quality Management. We start by working with the applicant during plan review to help him or her prepare a set of plans which have all the required information clearly and logically presented.
- Additionally, we never hesitate to make suggestions which help eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during plan review process. And in the case of homeowners, this policy often demonstrates early on that the City really is here to help.
- Transtech provides all plan check comments on electronic files. All plan check comments are provided on scanned pdf format electronically, as well as hard copies. Plan review corrections are written clearly, and are fully detailed to explain the Code deficiency (including all applicable code sections).
- To help the applicant better understand the problem, Transtech Engineers, Inc. provides as much information during plan review as possible. We believe that if the applicant has a clear understanding of the problem, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to obtain a permit much sooner, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over-the-counter, are typed and printed on a laser printer.



- Transtech will perform necessary liaisons with City, and the permit applicant or applicant's designee either by telephone, mail, or meeting in the City offices, and perform necessary rechecks to achieve compliance with applicable building laws, ordinances, and regulations.
- Responsiveness is an integral part of Transtech's "customer friendly" service approach. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.
- We will strive to improve the City's reputation as a desirable community to invest and conduct business.

## **B. QUALIFICATIONS OF FIRM**

Transtech has extensive experience in providing contract plan check services as part of its City Engineering and Building and Safety Contracts for a number of agencies. Currently, our firm is providing similar services to the following agencies:

- City of Temple City: Building Official, Plan Check, Inspection, Permit Specialist, City Engineering, Traffic Engineering, Public Works Plan Check, Public Works Inspection Services
- City of Alhambra: Building Official, Plan Check, Inspection, Permit Specialist, City Engineering, Traffic Engineering, Public Works Plan Check, Public Works Inspection Services
- City of South Pasadena: Building Official, Plan Check, Inspection, Permit Specialist Services  
City of Huntington Park: Building Official, Plan Check, Inspection, Permit Specialist, City Engineering, Traffic Engineering Services
- San Manuel Indian Reservation: Building Official, Plan Check, inspection Services
- City of Monterey Park: City Engineering, Public Works Plan Check, Public Works Inspection, Building Plan Check, Building Inspection Services
- City of Commerce: Public Works Plan Check, Public Works Inspection Services
- City of Cudahy: Building Plan Check Services
- City of San Bernardino: Building Official, Building Plan Check, Public Works Plan Check Services

Transtech also has extensive experience in Plan Check, Inspection and Construction Management of large and complex projects, such as:

- Rosemead Safety and Enhancement and ADA Improvements Project (Federally Funded), City of Temple City. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$20m.
- Nason/Cactus Roadway Improvements Project, City of Moreno Valley. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic



- signals, utilities and other misc. improvements. Project Value: \$20m (Transtech won 2013 Construction Management Association of America-CMAA, Project Award for this Project).
- Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved construction of a grade separation. Caltrans was the oversight/jurisdictional Agency. Cost \$40m.
  - 710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra. Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. Improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost: \$15m.
  - Via Duct Boulevard/2<sup>nd</sup> Street Realignment and Metrolink Parking Facility, City of San Bernardino Project: Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$6m.
  - CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Cost \$5m.
  - Valley Boulevard Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra: Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost \$2.5m.
  - Casino Expansion for at San Manuel Indian Reservation: Transtech is currently providing plan check on \$40m Casino expansion project for San Manuel India Reservation. Transtech is the reservations Building Official, Plan Checker and Inspector, and will also inspect the casino expansion. Project Value \$40m.
  - TACC Cultural Center Development, Lanham, MD: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$100m.
  - City of Alhambra Civic Library Project: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 45,000 SF 2 story library with 2 levels of underground parking garage. Project Value: \$30m.



- **Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge:** Transtech provided inspection and construction management services for the construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks. Project Value: \$24m.
- **City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center:** Construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Project Value: \$40m.
- **City of Commerce City Hall Addition and Rosewood Community Center.** Construction of 20,000 SF addition to existing City Hall, new Community Center. Project value: \$20m.
- **City of San Bernardino Historic Santa Fe Depot Renovation:** Transtech provided plan check, inspection and construction management services for the renovations adoptive reuse of 60,000 sf historical Santa Fe Train Depot. Project Value: \$20m.
- **Alhambra Redevelopment Agency Downtown Revitalization Program:** Transtech provided plan check, inspection, construction management and owner representative services for the revitalization program, which involved various projects, including Fremont Plaza (modifications/reconstruction of existing buildings for lease by ToysRUs and Party City, construction of a new 30,000 SF store for PetSmart, and various other retail buildings) and Downtown Revitalization (modification/upgrade of existing buildings for Starbucks, 4 Restaurants and various retail businesses). Project Value \$50m.

### C. PROPOSED STAFFING AND PROJECT TEAM

Our key staff members have served as City Engineer, Building Official, Deputy Building Official, Plan Checker and Inspector for a number of agencies, and have an excellent understanding of public agency issues, procedures, and policies. Our key staff members also have extensive experience in Plan Check, Inspection and Construction Management of large and complex projects. We are confident our team's technical and administrative skills, combined with our unsurpassed commitment to excellence will enable us to provide the City with a high level of service. The following is a summary of various staff members that will be involved in providing services to the City:

- **Ayla Erfigen, CBC, Plan Check Services Manager (Contract Principal):** Ayla has 20 years of experience, and serves as Building Official, Deputy Building Official, Plan Checker, Code Enforcement Official, Community Improvement Coordinator, Planning Technician, and Inspector at various Transtech contract cities. She is involved in ICC organization in various positions, including ICC National Chair for ICC Sustainability Membership Council; Chair for ICC Los Angeles Basin Chapter Inspection Committee; Commissioner for ICC Codes & Standards Council and Commissioner for Calbo Green Committee. In addition to her ICC certifications, she is also CACEO certified Code Enforcement Official.
- **David Regland, PE, LE, QSD, QSP Sr. Engineer (Public Works Improvements Plan Check and Map Check Support):** David is a civil engineer and land surveyor with approximately 30



years of diverse experience and participated on numerous multi-disciplinary teams dealing with the management, design, plan check and construction of civil and transportation engineering, urban and rural development, and public works projects. He has been providing plan check to Transtech Contract Cities for the past 15 years.

- **Michael Ackerman, PE, QSD, QSF, Sr. Engineer (Public Works Improvements Plan Check and Map Check Support):** Michael has approximately 17 years of experience and participated on numerous multi-disciplinary teams dealing with the management, design, plan check and construction of civil and transportation engineering, urban and rural development, and public works projects. His experience includes CIP management, coordination with City Departments, Utility Companies, Caltrans, other Regulatory Agencies, Developers, Consultants, Contractors, and overall management and coordination of a variety projects from design thru plan review and approvals and construction. His prior experience includes working for the City of San Bernardino and Caltrans, District 8 in San Bernardino. He also served as Project Design Engineer, Project Manager, Construction Manager and Resident Engineer on a number of Projects. He is well versed in Caltrans and Local Assistance Procedures in federally funded project management.
- **Yunus Rahi, PE, TE, Sr. Engineer (Traffic Plan Check):** Yunus has approximately 25 years of professional experience in traffic engineering, transportation planning and engineering, civil engineering, highway design and planning, traffic impact studies, traffic signal design, and consultant City traffic engineer services. He serves as one of Transtech's City Traffic Engineer's at various cities. He provides plan check on traffic related plans (signal, striping, traffic control, etc.) and reviews traffic impact studies submitted by developers to Cities.
- **Craig Melicher, PE, CBO, CASp, Sr. Engineer (Public Works Improvements and Building Plan Check Support):** Craig has 30 years of experience, and served in various capacities, such as Building Official, Deputy Building Official, Plan Checker, Building Inspector for approximately 6 Cities. He also serves as Construction Manger on large projects. Recent projects include TACC Community Center (\$100m construction project), RCTC Transit Center and Parking Structure (\$30m construction Project).
- **Neville Pereira, CBO, PE, Sr. Engineer (Public Works Improvements and Building Plan Check Support):** Neville has 25 years of experience, and serves as Building Official and Plan Checker at various Transtech contract cities. He previously worked for Los Angeles County, City of Los Angeles, City of Glendale, City of Pasadena and City of Santa Monica as Building/Deputy Building Official, Plan Checker and Inspector. He is involved in ICC organization in various positions; ICC LA Basin Chapter Board of Directors (2011 President), ICC Building Officials Membership Governing Council, ICC Code Development Committee Vice Chair, ICC Technology/Web Advisory Group. In addition to his ICC certifications, he is also a certified member of California Task Force 1 – FEMA/LA City Urban Search and Rescue - Lead Structure Specialist.
- **Cayetano Vega, PE, Sr. Engineer (Building Plan Check Support):** Cayetano has 25 years of experience. He is a Sr. Plans Examiner and also serves as back-up building officials when



needed. Cayetano is a licensed professional engineer, with emphasis in structural engineering.

- **Ed Alexanians, PE, SE, Sr. Plan Checker-Structural (Plan Check Support):** Mr. Alexanians has over 25 years of experience. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation and San Bernardino. Prior to joining Transtech, he was the head of Plan Check Division and Sr. Plans Examiner at the County of Los Angeles. Mr. Alexanians has extensive experience in Building Codes, plan check including building, grading and NPDES plan reviews, code interpretations and resolving code related construction and plan check problems on a broad range of residential and commercial projects. He has performed plan check of complex structures, high-rise and mid-rise buildings, amusement rides and earthquake damaged buildings for the Los Angeles County Building Code compliance. He was a team member for damage assessment of several buildings after the Los Angeles riots and the 1994 Northridge Earthquake.
- **Calvin Chang, PE, Sr. Plan Checker-MEP (Plan Check Support):** Mr. Chang has over 25 years of experience and has been working at Transtech as Deputy Building Official, Senior Plan Examiner, On-Site over the Counter Plan Examiner. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation and San Bernardino. Prior to joining Transtech, he was a Sr. Plans Examiner at the City of Burbank.

The key personnel will be available for the duration of the scope of services and no person designated as key personnel will be removed or replaced without the prior written notification to the City.

#### **D. REFERENCES**

City of Temple City

Robert Sahagun, Community Safety and PW Manager, 626-285-2171

City of Monterey Park

Paul Talbot, City Manager, 626-307-1255

City of Alhambra and San Bernardino

James Funk, former Development Services Director for both Cities, 562-335-4387

City of South Pasadena

David Watkins, Director of Planning and Building/Deputy City Manager, 626-403-7220

City of Alhambra

Mary Swink, City Manager, 626-570-5041



**E. INSURANCE CERTIFICATE**

Transtech's current insurance certificate is below:

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/19/2014		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Copley, Ranton & Associates 159 S Los Robles Ave Ste 540 Pasadena, CA 91107		NAME: Sandy Peters PHONE: 626-844-3070 FAX: 626-844-3074 EMAIL: speters@nerpa.com				
INSURED TRANSENGII Transtech Engineers Inc 12967 Benson Ave. Chino, CA 91710 608-552-5565		INSURERS AFFORDING COVERAGE		NAIC #		
		INSURER A: Travelers Indemnity Co. of Canada		26682		
		INSURER B: Travelers Property Casualty Co of A		35572		
		INSURER C: American Automobile Ins. Co		21349		
		INSURER D: Zurich American Ins. Co		16435		
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 1382271951		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED (NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION) OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
LINE	TYPE OF INSURANCE	ACORD FORM NO. / ENDORSEMENT	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		802522800	4/28/2013	1/28/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTALS \$1,000,000 MED EXP (Per person) \$10,000 PERSONAL & ADVERTISING \$1,000,000 GENERAL AGGREGATE \$2,000,000 PERSONAL & ADVERTISING \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANNUAL <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		842621144	4/28/2013	4/28/2014	PROPERTY DAMAGE (Per person) \$1,000,000 BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ BODILY INJURY (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LINE <input type="checkbox"/> RETENTION \$		007825134	4/28/2013	1/28/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Agg. \$500,000 PER ACCIDENT OFFICER/EXECUTIVE EXCLUDED Capacity of 100 2000-0000-0000 DESCRIBE OPERATIONS BELOW	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	WZPB1012114	9/1/2013	9/1/2014	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY UNIT \$1,000,000
D	Professional Liability		80084365001	12/31/2013	12/31/2014	\$2,000,000 Per Claim \$2,000,000 Ann. Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Add to ACORD 101 Application Remarks tab below, if more space is required) *General Liability excludes claims arising out of the performance of professional services* **Umbrella policy is a follow-form to underlying General Liability/Non-Owned Auto Liability/Employers Liability.**						
CERTIFICATE HOLDER For Proposal Purposes			CANCELLATION 90 Day NOC/10 Day for NonPay of Prem			
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE <i>Sandy Peters</i>			

**AYLA ERFIGEN, CBO****Plan Check Services Manager (Contract Principal)****EDUCATION**

- Rio Honda College, CE Extension Courses
- BA, Bosphorous University, Public Administration and Political Sciences, Istanbul, Turkey
- Athanee Royal D;Uccle II, Belgium

**CERTIFICATIONS**

- **ICC Certifications:**
  - Building Code Official
  - Building Official
  - Accessibility Inspector
  - Accessibility Plans Examiner
  - Building Plans Examiner,
- California Building Plans Examiner
- CalGreen-California Green Building Plan Examiner
- Building Inspector
- Building Inspector CBC
- Building Inspector UBC
- CalGreen-California Green Building Inspector
- California Commercial Plumbing Inspector
- California Residential Plumbing Inspector
- Plumbing Inspector UPC
- California Residential Mechanical Inspector

Ms. Erfigen has approximately 20 years of experience in private and governmental sector. She is experienced in managing building and safety departments of different municipalities. Currently she is supervising Building and Safety Division of Transtech and served as Building Official, Deputy Building Official, Plan checker, Code Enforcement Official, Community Improvement Coordinator, Planning Technician, and Inspector for 4 municipalities; City of Alhambra, City of South Pasadena, City of Huntington Park and City of La Habra Heights.

At Transtech, Ms. Erfigen is responsible for Building and Safety Division as well as business development, client relations, and management oversight. With her analytical and strategic management skills, Ms Erfigen provides strong leadership, develops and collaborates with primary contacts to protect and to enhance Transtech's position in specific proceedings; she facilitates and maintains close, long-term working relationships with municipalities in the building and safety realm.

She served ICC Los Angeles Chapter as the Chair of the Inspection Committee on a regional level, she served as a Commissioner Calbo Green Committee on a State level and on a National level, she has been appointed to be the first Chair to the recently established ICC Sustainability Membership Council and she also served ICC Codes and Standards Council.

Ms. Erfigen has broad knowledge of building and safety operations, including working in the capacity of Building Official, Acting Building Official, Deputy Building Official, Plans Examiner and Inspector.

As Building Official, she provides necessary code interpretations, and coordinates with agency staff and departments, and applicants on building and safety related issues. She handles building and zoning code violations as well as working in coordination with the City Prosecutor to abate violations. She also provides over the counter plan check as Deputy Building Official/Plans Examiner.

As Plans Examiner, she is responsible for examination and approval of architectural and structural plans submitted to municipalities for a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities.



- **IAPMO Certifications**
    - Plumbing Inspector
    - Mechanical Inspector

As Building Inspector she has inspected a wide variety of projects ranging from small residential additions to large, multistory commercial and Industrial facilities.
  - **CACEO Certifications**
    - Code Enforcement Official

Between 2003 and 2006, she served as the senior building inspector in La Habra Heights and was responsible for all inspections, permit issuance, over the counter plan reviews, maintenance of plan check and permit data code enforcement support and planning support. She served as interim planning technician. She also maintained Transtech's permit tracking and issuance software for the City as well as prepared excel spread sheets for presentations to City Management and Council on Building Department activities.
- RELEVANT HIGHLIGHTS**
- Served as Building Official, Deputy Building Official, Plans Examiner, and Inspector
  - Served as First Chair; ICC Sustainability Membership Council
  - Served as Chair; ICC Los Angeles Basin Chapter Inspection Committee
  - Commissioner; ICC Codes & Standards Council
  - Served as Commissioner; Calbo Green Committee
- In 2007, she served as Interim Community Improvement Coordinator at City of South Pasadena and was responsible for Code Enforcement and CDBG for Home Improvements Projects.
- Since 2007 she is supervising the Building and Safety Department. She has been responsible for the code adoption for City of Alhambra, City of Huntington Park and South Pasadena as well as the Fire Code Adoption for the City of Alhambra during the 2007, 2010 and 2013 Code Adoption. Currently she is serving as City of Alhambra and City of Huntington Park Building Official.



**DAVID RAGLAND, PE, LS, QSP, QSD****Sr. Engineer (Public Works Improvements Plan and Map Check Support)****EDUCATION**

- Humboldt State University, CA, Bachelor of Science

**REGISTRATION**

- Registered Civil Engineer
- Licensed Land Surveyor

**PROJECT RELEVANT HIGHLIGHTS**

- Civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects.
- Managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects.
- In the past 10 years, at Transtech, has been working as Engineering Manager and providing engineering services to various Cities.
- Served as Principal Project Manager for the design, construction and management of a variety of projects, including:
  - Major infrastructure projects for public agencies (Freeway Interchanges,

Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects.

His project experience includes:

- Parkway Business Centre: Design and construction of the 460 Acre Industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.
- Campus Parkway Roadway: Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- Cannon Roadway and Sewer: Design of approximately 2 miles of roadway and 36 inch sewer pipe and pump station. This project required careful consideration to pipe buckling due to the extreme soils conditions of the Agua Hedionda Lagoon. Special bedding techniques were used along with special coupling of the pipes to allow for potential deflection as the bridge abutment and road fill settled.
- Lopez Canyon Roadway and Sewer: Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- Sorrento Valley Boulevard: Design and construction of 4 miles of roadway.
- Arrowhead Springs Specific Plan and Development: Development of 1,916-acre site at the foothills of San Bernardino Mountains, and includes 1,350 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area, and reuse and expansion of the historic Arrowhead Springs spa/resort
- University Development: Development of a 135 acre site in



- Roadways, Water, Storm Drain and Sewer Facilities and Master Plans).
- Commercial and Retail Development.
  - Master Planned Communities.
  - Residential Development.
  - Educational/University Infrastructure Master Plan Studies and Development.
  - Extensive experience in working with Caltrans and County of Los Angeles.
  - Extensive experience in NPDES requirements.
  - Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
  - Estimated valuation of projects that Mr. Ragland has been involved in is approximately \$1,000,000,000.
- association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and educational and training facilities and offices for Cal State SB University.
- San Elijo Hills Development: Development of 2000 acre master planned community including golf course and hotel. Project included preparation of Specific Plan, TM, Final Map, construction plans for all necessary infrastructure, environmental permits and Communities Facilities District.
  - Northpark Boulevard Sewer Extension: Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino. Project required special structural designs and encroachment permitting for crossing 100' aqueduct right-of-way.
  - University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
  - Eagle Bice, Muscupiabe Land Area (Devore area in San Bernardino) Drainage, Sewer and Water Master Plan: Approximately 450 acre area for future 1,100 unit master planned community. The project includes a major/regional storm drain system analysis, drainage, water and sewer needs and assessment for this future development (plan preparation is currently in progress).
  - San Elijo Ranch Drainage, Sewer and Water Master Plan, San Marcos: 2,000 acre / 3400 unit master planned community. The project included literally miles of storm drain, sewer and water lines, sedimentation areas, pump stations, booster stations, water reservoirs and force mains. Cannon Road Trunk Sewer and Pump Station - Design of 8-12 inch gravity sewer, 6 and 8 inch force main, pump station and wet well. City of Carlsbad
  - Penasquitos Canyon Trunk Sewer: PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
  - Arrowhead Springs Master Development (in San Bernardino County, in the process of annexing 600 acres into the City) Drainage, Sewer and Water Master Plan: Approximately 600 acre area for future master planned community development (1,300 residential units, 1m sf commercial and office, 2 hotels, golf course).



**MICHAEL ACKERMAN, PE, QSD, QSP****Sr. Engineer (Public Works Improvements Plan and Map Check Support)****EDUCATION**

- Bachelor of Science in Engineering, the University of Iowa
- Land Development Desktop, AutoCAD, and Microstation Certification - Westech College

Mr. Ackerman has approximately 15 years of experience and participated on numerous multi-disciplinary teams dealing with the design and construction of civil and transportation engineering, urban and rural development, and public works projects. His prior experience includes working for the City of San Bernardino and Caltrans, District 8 in San Bernardino.

His experience includes:

**REGISTRATION**

- Registered Civil Engineer

**City of San Bernardino:** At the City of San Bernardino, Mr. Ackerman held the position of Associate Engineer under the City Engineer of the Division of Public Works in the Department of Development Services. There he was involved in a number of projects, including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City. Also, he represented the City of San Bernardino at the South Tehachapi Management Team meetings, coordinated with San Bernardino County Flood Control and FEMA for the certification of City levees and updating of the Flood Insurance Rate Maps (FIRM), and oversaw permitting and tracking of Land Development Projects through the Division of Public Works/Engineering. In addition to this, Mr. Ackerman has worked intimately with Planning and Building and Safety Divisions on Land Development Projects.

**CERTIFICATIONS**

- Resident Engineer Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for Resident Engineers, Caltrans
- Asphalt Pavement Fundamentals: Design, Construction, and Rehabilitation
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

**Caltrans District 8:** Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- **Design Division:** Designed plans, specifications, and estimates for the rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.
- **Traffic Operations Division:** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed traffic studies.
- **Construction Division:** In the Construction Division, Mr.

**PROJECT RELEVANT**

**HIGHLIGHTS**

- 15 years of experience in City Engineering.
- Experience includes working for Caltrans and City of San Bernardino.
- At Caltrans, served as Resident Engineer for a number of projects.
- At City of San Bernardino, worked under the City Engineer, and was responsible for development review, plan and map check and Capital Projects.
- In the past 3 years, at Transtech, has been working as Deputy City Engineer and providing engineering services to various Cities.
- Extensive experience in working with Caltrans.
- Extensive experience in NPDES requirements.
- Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- Served as Resident Engineer on several Federally Funded Projects.

Ackerman was Resident Engineer for various projects including Watson Wash Bridge Replacement Right (Rte 40), Replacement of Drains and Earthwork (Rte 40), and Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).

Mr. Ackerman has served as Project Design Engineer and/or Construction Manager/Resident Engineer on a number of projects. Recent projects include:

- **Project Engineer for City of Commerce, Garfield Avenue Telegraph Road to Malt Avenue Street Improvements; Eastern Avenue Pavement Overlay Stevens Thru City Boundary; Garfield Avenue and Slauson Avenue Intersection Improvements; Washington/Ayers Intersection:** Prepared PS&E. Federally funded projects as part of Stimulus Program.
- **Principal CM/Resident Engineer for City of San Bernardino, Via Duct Boulevard/2<sup>nd</sup> Street Realignment Project:** Prepared PS&E and served as Construction Manager/Resident Engineer.
- **Project Engineer for City of Commerce - Master Sewer Study Telegraph Corridor re-vitalization project:** Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- **Resident Engineer for Rosemead Safety and Enhancement and ADA Improvements Project.** Served as the Resident Engineer for the Rosemead Safety and Enhancement Project. The project includes widening and reconstruction of 2 miles of Rosemead Boulevard, including new medians, bike lanes, signals, sidewalks, curb&gutter, street lighting, landscape, street scape. The project is federally funded and is managed in compliance with Caltrans Local Assistance Procedures Manual. Cost \$20m.
- **Principal CM/Resident Engineer for New Avenue, from North to South City Limit Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra:** Project involved reconstruction, pavement overlay, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was Inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit.



**YUNUS RAHI, PE, TE, PhD**  
**Sr. Engineer (Traffic Plan Check)**

**EDUCATION**

- PhD; MS, BS, Civil Engineering (Transportation), Washington State University

Mr. Rahi has approximately 25 years of professional experience in traffic engineering, transportation planning and engineering, civil engineering, highway design and planning, traffic impact studies, traffic signal design, consultant City traffic engineer services.

His experience includes:

**REGISTRATION**

- Registered Civil Engineer
- Registered Traffic Engineer

- **Transtech/Traffic Design Inc./Associated Traffic Consultants:** Provided Consultant Traffic Engineer services to the Cities of Monrovia, Temple City and Alhambra. Specialized in parking studies, geometric design, accident studies, traffic signal design, optimum progressive signal timing plans, transportation system and demand management, traffic impact mitigation and street improvement plans.

**AFFILIATION**

- Member, American Society of Civil Engineers (ASCE)
- Member, Institute of Transportation Engineers (ITE)

- **Parsons Transportation Group:** Prepared traffic impact studies for EIRs for several regional shopping centers, school, commercial and office developments, including: Los Angeles International Airport Master Plan, Los Angeles Unified School District projects, Santa Ana Unified School District projects, City of Vernon Power Generating Station, Mare Island Marine Facilities Reuse Plan, Sav-on Shopping Center Projects.

**EXPERIENCE HIGHLIGHTS**

- Provided Consultant Traffic Engineer services to the Cities of Monrovia, Temple City and Alhambra.
- Extensive experience in the review and preparation of traffic impacts studies for development projects for various Cities.
- Extensive experience in Manual of Uniform Traffic Control Devices (MUTCD) California Edition and requirements.

- **Alameda Corridor East - Grade Crossing/Safety Improvement Plans:** Identified design deficiency and safety improvement areas at the selected locations, prepared traffic and pedestrian safety improvement plans, construction staging, traffic detour and control plans as well as traffic management plans.

- **Rosemead Boulevard/Las Tunas Drive Median Design, Temple City, California:** Coordinated design and preparation of plans for one-mile long section of State highway and major arterial, designed signal modification plans and pavement restriping plans in compliance with Caltrans standards.

- **Alameda Corridor East –Train Diversion Plans:** Prepared traffic signal, striping, traffic management, and construction area traffic control plans.

- **Holt Avenue Traffic Signal Interconnect Plan, City of Pomona, California:** Designed and prepared plans for interconnect system involving 15 signalized intersections, developed optimum timing plans using PASSER II-90, prepared construction specifications.



**CRAIG MELICHER, PE, CBC****Sr. Engineer (Public Works Improvements and Building Plan Check Support)****EDUCATION**

- Bachelor of Science in Civil Engineering, CalPoly, Pomona
- Various Construction Management Classes at UCLA, including:
  - Legal Aspects of Construction Management
  - Primavera based Construction Scheduling Software

Mr. Melicher has 25 years of experience in providing building official and city engineering services to various cities in Southern California. He served in various capacities, such as Building Official, Deputy Building Official, Plan Checker, and City Engineer for 6 Cities.

He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. He has extensive experience in construction, California Building Codes, building and safety plan check and inspection, code interpretations, and resolving code related construction and plan check problems on a broad range of residential, commercial and industrial projects.

**REGISTRATION**

- Registered Civil Engineer

He successfully implemented the transition of City Engineering and/or Building Department Services for a number of local agencies in California.

**CERTIFICATIONS**

- ICC Building Official
- ICC Certified Plans Examiner:
  - Building
  - Electrical
  - Mechanical
  - Plumbing
- ICC Certified Building Inspector:
  - Commercial
  - Electrical
  - Mechanical
  - Plumbing

His experience also includes serving as construction manager for large and complex construction projects, such as public works/infrastructure, community center, city hall, library, parking structure, movie theaters, retail centers, etc. He has extensive experience in construction, Green Book, Caltrans Standards, Building Codes.

Mr. Melicher also provides his expertise in the construction field serving as an expert witness for construction claims and defects and has a strong background on the legal aspects of project and construction management, and Mr. Melicher is particularly well versed in California statutes regulating all types of publicly funded construction.

He also provides training to Building Inspectors and Plan Checkers.

**RELEVANT HIGHLIGHTS**

- Served as City Engineer and Building Official for 6 Cities.
- Experience in working with State Architect's Office.



**NEVILLE PEREIRA, PE, CBO****Sr. Engineer (Public Works Improvements and Building Plan Check Support)****EDUCATION**

- BS, Civil Engineering, CalPoly, Pomona

**REGISTRATION**

- Registered Civil Engineer

**CERTIFICATIONS**

- CABO Certified Building Official,
- ICC Certified Plans Examiner; Residential Building Inspector; Commercial Building Inspector
- USGBC LEED Accredited Professional
- CGBP Certified Green Building Professional, Build It Green
- ICC Certified Fire Inspector

**HIGHLIGHTS**

- ICC Los Angeles Basin Chapter Board of Directors (2011 President)
- ICC Building Officials Membership Governing Council
- ICC Code Development Committee Vice Chair
- ICC Technology/Web Advisory Group
- ICC California Pool Safety Technical Advisory Group (CPS TAG)

Mr. Pereira has approximately 25 years of experience, and has worked in various capacities, such as Building Official, Deputy Building Official, Plan Checker and Inspector at various Public Agencies, including Los Angeles County, City of Los Angeles, City of Glendale, City of Pasadena, and City of Santa Monica. He also has diversified experience in Public Works and City Engineering, and has worked as civil engineer for the County of Los Angeles Public Works Department and at Parsons Engineering Company. He has broad knowledge of municipal government operations, including preparation and presentation of staff reports and resolutions to city councils, committees and related interaction with members of the public, other city departments and other governmental agencies. He has extensive experience in construction codes, building and safety plan review and inspection, code interpretations, and resolving code related problems on a broad range of projects.

Currently, he is serving as Building Official/City Engineer at various Transtech Contract Cities:

- **Building Official/City Engineer, City of Temple City (Transtech Contract City):** Serving as contract Building Official and City Engineer for Temple City (Transtech Contract City).
- **Building Official, San Manuel Tribe and Casino (Transtech Contract Agency):** Serving as contract Building Official for San Manuel Tribe and Casino (Transtech Contract Agency).
- **Deputy Building Official/City Engineer, City of Huntington Park (Transtech Contract City):** Serving as Deputy Contract Building Official and Deputy City Engineer for Huntington Park (Transtech Contract City).
- **Deputy Building Official, City of South Pasadena (Transtech Contract City):** Serving as Deputy Contract Building Official for South Pasadena (Transtech Contract City).

His prior experience includes:

- Principal Plans Examiner/Deputy Building Official/Acting Building Official, City of Pasadena
- Acting Deputy Building Official, City of Glendale
- Assistant/Acting Building Official, City of Santa Monica
- Structural Engineering Associate II, City of Los Angeles, Department of Building and Safety
- Civil Engineering, Parson's
- Civil Engineer, County of Los Angeles



**CAYETANO VEGA, PE**  
**Sr. Engineer (Building Plan Check Support)**

**HIGHLIGHTS**

- Fluent in Spanish.
- Extensive experience in Structural Plan Check.
- Experience includes working as structural plan checker for City of Los Angeles, Building Department.
- Served as Building Official for a number of Transtech Contract Cities.

Mr. Vega has 25 years of experience. His experience includes providing building plan check, structural plans check, inspection, building official services to various cities in Southern California. He has extensive experience in construction, California Building Codes, building and safety plan check and inspection, code interpretations, and resolving code related construction and plan check problems on a broad range of institutional, residential, commercial and industrial projects.

He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

**EDUCATION**

- Bachelor of Science in Civil Engineering, CalPoly, Pomona

As Plans Examiner, he is responsible for examination and approval of architectural and structural plans submitted to municipalities for a wide variety of projects ranging from small residential additions to large, multistory commercial and industrial facilities.

**REGISTRATION**

- State of California Registered Civil Engineer

As Building, Deputy Building Official, he provides necessary code interpretations, and coordinates with agency staff and departments, and applicants on building and safety related issues. He also provides over the counter plan check as Building Official/Plans Examiner.

Mr. Vega's experience also includes working for the City of Los Angeles, Community Redevelopment Agency. He was involved in various redevelopment projects, such as tenant improvements, social service centers, façade rehabilitation, building renovation, and coordinated all aspects of the work as Agency Representative. His duties also included, plan check, structural observation, construction inspection, as requested by building officials.

Mr. Vega's prior experience also includes working as Structural Engineering Plan Checker for the City of Los Angeles, Department of Building and Safety. His responsibilities consisted of review of architectural and structural aspects of residential and commercial projects. His earlier experience includes working as Structural Analyst for Bechtel Power Corporation in Norwalk, where he performed a wide variety of structural analyses for various projects, including for the nuclear power industry.



**ED ALEXANIANS, PE, SE****Sr. Plan Checker-Structural (Plan Check Support)****HIGHLIGHTS**

- Extensive experience in Structural Plan Check

**EDUCATION**

- M.S. in Structural Engineering, University of California at Los Angeles (UCLA)
- M.S. in Structural Engineering, Tehran University, Iran
- B.S. in Civil Engineering Tehran University, Iran

**REGISTRATION**

- State of California Registered Structural Engineer State of California Registered Civil Engineer
- ICC Plans Examiner

Mr. Alexanians has over 25 years of experience. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation and San Bernardino. Prior to joining Transtech, he was a Sr. Plans Examiner at the County of Los Angeles.

Mr. Alexanians has extensive experience in Building Codes, plan check including building, grading and NPDES plan reviews, code interpretations and resolving code related construction and plan check problems on a broad range of residential and commercial projects. He has performed plan check of complex structures, high-rise and mid-rise buildings, amusement rides and earthquake damaged buildings for the Los Angeles County Building Code compliance. He was a team member for damage assessment of several buildings after the Los Angeles riots and the 1994 Northridge Earthquake.

His project experience includes:

- Damage assessment and retrofit design for numerous condominiums, warehouses, factories and single family dwellings after the 1994 Northridge Earthquake.
- Plan check services for a five-story hotel in El Segundo, 92 unit and 15 unit apartment buildings, Chase Bank building and a multi-story mixed used occupancy building in the City of Alhambra, and several single family residences.
- Design and plan check of reinforced concrete, pre-stress and post-tensioned I beams, box girder and steel railroad bridges, traffic signal poles, retaining walls, vaults, box culverts, water reservoirs, formworks for bridge structures.
- Design refinery platforms, pipe supports, sea water Inter-tank skid, horizontal and vertical pressure vessels and their foundations.
- Responsible for the structural design of a reinforced concrete 100-bed rehabilitation center, modification of government office buildings, design of steel frame residential buildings and a team member on the structural design of a 400-bed regional hospital.
- Principal designer of two 150-bed and one 600-bed reinforced concrete hospitals. A team member on the structural design of a steel hangar (250 feet span).



**CALVIN CHANG, PE**  
**Sr. Plan Checker-MEP (Plan Check Support)**

**HIGHLIGHTS**

- Extensive experience in MEP Plan Check

**EDUCATION**

- MS, Civil Engineering Tennessee Technological University, Cookeville, TN
- BS, Civil Engineering Chung-Yuan University, Chung-Li, Taiwan

**REGISTRATION**

- State of California Registered Civil Engineer
- ICC Plans Examiner

**SUMMARY**

Mr. Chang has over 25 years of experience and has been working at Transtech as Deputy Building Official, Senior Plan Examiner, On-Site Over the Counter Plan Examiner. He has performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, Temple City, Huntington Park, San Manuel Indian Reservation and San Bernardino. Prior to joining Transtech, he was a Sr. Plans Examiner at the City of Burbank.

**PROFESSIONAL EXPERIENCE**

Mr. Chang has extensive experience in Building Codes, code interpretations and resolving code related construction and plan check problems on a broad range of residential and commercial projects.

Some of the large and complex projects he plan checked include:

- Burbank Airport Transportation Center, 4-Story, type I construction
- 4-story with 3-level underground parking mixed-use project, retails with 142-unit apartments above, type I / type III-one hour construction
- Burbank Verdugo Park Recreation Center, 1-story assembly use, type V-B construction
- 40-acre Burbank Empire Center with anchor stores, i.e. Lowes, Best Buy, Costco, Extended Stay Inn, office buildings, retails stores
- Warner Bros and Disney studio campus development with office buildings and mass tenant improvement
- 75-unit Marriott Courtyard hotel, 4-story, type V-one hour construction
- 1-story Industrial Warehouse, 40,000 sf, type V-B construction
- Burbank hillside 82-unit single family homes development



**Submitted to:**



**CITY OF CUDAHY**  
Michael Allen  
Director of Community Development  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

**FEE PROPOSAL  
FOR  
PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES**

**Submitted by:**

**TRANSTECH Engineers, Inc.**

Contact person for this submittal:  
Ayla Erfigen, CBO  
[ayla.erfigen@transtech.org](mailto:ayla.erfigen@transtech.org)  
C: 909-851-5765



Due Date: April 25, 2013, 4 PM  
Submittal Includes: 2 copies

[www.transtech.org](http://www.transtech.org)  
9866.696.2495 (toll-free)  
ISO 9001:2008 Certified



# TRANSTECH

April 25, 2014

**CITY OF CUDAHY**

Michael Allen  
Director of Community Development  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

**Subject: FEE PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES**

**As requested, Fee Proposal is submitted in a separate envelope**

As requested, Fee Proposal is submitted in a separate envelope.

Service	Rate
Building, On site Grading, Plumbing, Electrical, Mechanical, Energy, Accessibility and CalGreen plan review. % based plan review fee paid at the time of plan submittal covers the first review of the plans and one recheck only. Additional fees are required to be paid for any additional plan review time required after the first recheck of the plans.	65% of plan review fee or \$95/hr
Public Works/Engineering Improvements plan review.	\$95/hr
Any other services provided at the request of the City	see attached standard hourly rates

Transtech's Standard Fee Schedule for all staff positions is attached. Fees are adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles area for Cost of Living Adjustment.

Thank you for the opportunity to submit this proposal. Should you have any question or should you need additional information, please contact the undersigned.

Sincerely,

Ayla Erfigen, CBO

[ayla.erfigen@transtech.org](mailto:ayla.erfigen@transtech.org); C: 909-851-5765

F:\WP\PROCES\PROPOSALS\2014\14-040 CUDAHY PC SERVICES DUE 6:32:14 4 PM\PROPOSAL\FEE PROPOSAL\_P-14-040 CUDAHY PC SERVICES DUE 042214 4 PM.DOCX

<b>TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES</b> Effective through December 31, 2014	
<b>Classification</b>	<b>Hourly Rate</b>
Senior Engineer	\$150 - \$165
Project Manager	\$145 - \$160
Project Engineer	\$135 - \$150
Building Official	\$125 - \$140
Staff Engineer	\$120 - \$135
CADD Designer	\$95 - \$115
Sr. Planner	\$115 - \$135
Associate Planner	\$95 - \$110
Funds and Grants Manager	\$125 - \$140
Funds Analyst	\$95 - \$110
Transportation Analyst	\$125 - \$150
Plan Checker	\$95 - \$125
Construction Manager	\$145 - \$160
Inspector, PW	\$75 - \$115
Inspector, Building	\$75 - \$115
Engineering Technician	\$60 - \$70
Building Technician	\$60 - \$70
Administrative/Clerical	\$55 - \$60
2-Man Survey Crew	\$190
Reimbursable direct expenses are billed at cost plus 5%.	
Fees are adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles area for Cost of Living Adjustment.	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2014

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

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

<b>PRODUCER</b> Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101	<b>CONTACT NAME:</b> Sandy Peters <b>PHONE (A/C No, Ext):</b> 626 844-3070 <b>E-MAIL ADDRESS:</b> speters@insdra.com	<b>FAX (A/C No):</b> 626-844-3074
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Transtech Engineers, Inc. 13367 Benson Ave. Chino, CA 91710 909 595-8599	<b>INSURER A:</b> Travelers Indemnity Co. of Connecti <b>NAIC #</b> 25682	
	<b>INSURER B:</b> Travelers Property Casualty Co of A <b>25674</b>	
	<b>INSURER C:</b> American Automobile Ins. Co. <b>21849</b>	
	<b>INSURER D:</b> Zurich American Ins. Co. <b>16535</b>	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 1477414655** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JCT <input type="checkbox"/> LOC OTHER:	Y	Y	8800530M030	4/28/2014	4/28/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> NoOwnedAutos	Y		BA053:M444	4/28/2014	4/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP8852Y246	4/28/2014	4/28/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WZP81012114	9/1/2013	9/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			EOC554296001	12/31/2013	12/31/2014	\$2,000,000 \$2,000,000 Per Claim Annl Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*General Liability excludes claims arising out of the performance of professional services\*

\*\*Umbrella policy is a follow-form to underlying General Liability/Hired&Non-Owned Auto Liability/Employers Liability.\*\*

City of Cudahy, its elected and appointed officials, officers, employees, agents and volunteers are named as additional insured as respects general and hired/non-owned auto liability for claims arising from the operations of the named insured as required per contract or agreement.

\*NOTE: Insurance coverage includes primary and non-contributory wording and waiver of subrogation per the attached endorsements.

<b>CERTIFICATE HOLDER</b>  City of Cudahy 5220 Santa Ana Street Cudahy CA 90201-6024	<b>CANCELLATION 30 Day NOC/10 Day for NonPay of Prem</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):**

City of Cudahy  
5220 Santa Ana Street  
Cudahy CA 90201-6024

**PROJECT/LOCATION OF COVERED OPERATIONS:**

City of Cudahy, its elected and appointed officials, officers, employees, agents and volunteers

**PROVISIONS**

**A. The following is added to WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/23/2014	Countersigned By:  (Authorized Representative)
Named Insured: Transtech Engineers, Inc.	

### SCHEDULE

Name of Person(s) or Organization(s): City of Cudahy, its elected and appointed officials, officers, employees, agents and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Transtech Engineers, Inc.

Policy Number WZP81012114

Producer: Dealey, Renton & Associates

Effective Date 4/23/2014

---

**Schedule**

**Person or Organization**

City of Cudahy  
5220 Santa Ana Street  
Cudahy CA 90201-6024

**Job Description**

City of Cudahy, its elected and appointed officials, officers, employees, agents and volunteers

**Additional Premium %**

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**  
**BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Right Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Auto insurance always follows the car, not the owner. Thus the vehicle owner's insurance is always primary. Below are the excerpted paragraphs from the ISO Business Auto Coverage form which explains the coverage.

Section II Liability Coverage,

A. Coverage,

1. Who Is An Insured,

c. anyone liable for the conduct of an "insured" described above but only to the extent of that liability

Section IV Business Auto Conditions,

B. General Conditions,

5. Other Insurance

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Section V Definitions,

H. "Insured contract" means:

5. "That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

By California state law the Insured's Auto insurance will always be primary with respect to the Insured's owned autos.

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

**2. Concealment, Misrepresentation Or Fraud**

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

**3. Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailees – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

**5. Other Insurance**

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



## **CITY OF CUDAHY REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that separate sealed proposals from qualified professional consultants will be received at the City of Cudahy, 5220 Santa Ana Street, Cudahy, CA, 91066, phone (323)-773-5143 until 4:00 p.m. on Friday, April 25, 2014 for the following:

### **"REQUEST FOR PROPOSAL - PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES"**

All proposals must be sealed and clearly identify the consultant's name and address.

The City of Cudahy hereby notifies all consultants that it will affirmatively insure any contract entered into pursuant to this invitation, the City will not discriminate against any consultant on the grounds of race, color, sex or national origin in consideration of this award.

All proposals in response to this invitation are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposals received, and to be the sole judge of the merits of the proposals received.

All questions relative to this proposal must be submitted in writing via e-mail to:

Jessica Balandran, Senior Administration Analyst  
[jbalandran@cityofcudahyca.gov](mailto:jbalandran@cityofcudahyca.gov)

All questions should be submitted in a timely manner so that they can be answered though an addendum if necessary. Final day to submit questions is Friday, April 18, 2014 at 4:00 p.m.

DATED: Monday, April 14, 2014  
PUBLISHED: Monday, April 14, 2014  
CLOSING: Friday, April 25, 2014

# CITY OF CUDAHY

## REQUEST FOR PROPOSALS (RFP)

### **PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES**

The City of Cudahy (City) is seeking proposals for plan checking services.

#### **1. Background**

Cudahy is located in Southeast Los Angeles County, next to the L.A. River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy, who purchased the land known as Rancho San Antonio in 1908 for development. Cudahy is 1.1 square miles with a current population of 23,805. The City is a general law city and operates under the council-manager form of government.

#### **2. Timeline to Solicit Proposals**

Request for Proposals Released	Monday, April 14, 2014
Deadline to Submit Questions	Friday, April 18, 2014 at 4:00 P.M.
Deadline to Receive Proposals	Friday, April 25, 2014 at 4:00 P.M.
Evaluation Committee	April 28, 2014 to May 2, 2014
Notification to Preferred Consultant(s)	Starting May 5, 2014

#### **3. Submission of Proposals**

All proposals must be submitted to:

**Michael Allen**  
**Director of Community Development**  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

Proposers must submit six (6) copies of their Proposal labeled "Proposal for **PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES**"

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

#### 4. Scope of Services and Responsibilities

Plan checking services scope of work will include the review of plans submitted for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for conformance with local and other applicable (County, State and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Grading Plans including mass grading, rough grading and precise grading plans
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports
- Traffic Plans including signing and striping plans, traffic detour, staging & signal plans
- Engineer's Cost Estimate for the related items of work for bonding purposes
- Engineer's Reports including Storm Water Pollution Prevention Plans, and Special Traffic Reports
- Standard Urban Stormwater Mitigation Plans (SUSMP), reports and related documents
- Architectural, structural, electrical, mechanical, plumbing, fire and/ or any other specific project plans
- Topographic plans
- Street Improvement Plans
- Check plans for design conformance to: approved tentative maps, related specific plans, general plan and city ordinances and resolutions, conditions of approval, city standards, ADA standards, City's subdivision policies, other agency requirements
- Review plans for sound engineering practices.
- Check for accuracy of design in conformance with the City's most current adopted code.
- Check general mathematics and design criteria.
- Call for redesign of any portion of plans that: will not function due to poor engineering; is not consistent with the approved tentative map or conditions of approval; will be potentially unsafe to the public or impractical to construct.

#### On-Call Services:

- a. Report to City Hall when called upon to pick up project documents for review, and meet/work with City staff, as needed;
- b. Field review project with City staff, as needed, to address unique aspects of the proposed project;
- c. Attend scheduled meetings, as needed, to brief the Engineer of Record (EOR), Developers, Consultants and City staff on findings and coordinate additional relevant details and preparation.

The CONSULTANT shall ensure security and privacy, preventing theft, loss, or unauthorized copying of the plans. Methodology shall include providing status feedback on the checking of any plan in the CONSULTANT's possession within one business day of a telephone request.

When Federal, State or Local Codes, Regulations and/or Standards are subsequently replaced by newer Codes, Regulations and/or Standards, CONSULTANT shall be responsible for applying such new Standards as prescribed by law.

CONSULTANT shall take all necessary precautions to ensure the safety of the plans including the processes. All plans and corrections shall be returned as soon as practicable to The City.

**5. Addenda to the RFP**

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

**6. Cost of Proposal Preparation**

Any party responding to this RFP shall do so at their own risk and cost. The City will not be liable for any pre-contractual expenses incurred by any Proposer who elects to submit a proposal in response to this RFP or by any Proposer that is selected.

**7. Basis for Award of Contract**

A Selection Committee will select the best-qualified consultant or consultants for contract. Should negotiations regarding a fair and reasonable price be necessary; the Selection Committee will enter negotiation with the selected consultant or consultants.

The submittals will be evaluated based upon several factors, including but not limited to: format, organization, presentation, qualifications and experience.

Selected firms will be presented to City Council for review and approval, upon an award the City will enter into a one-year contract for plan checking services.

**8. Required Format for Proposals**

The City requires all proposals submitted in response to this RFP to follow a specific format. Interested firms must submit six (6) original proposals and one (1) copy of the file to be provided on compact disc in a sealed labeled envelope.

The proposal, including appendices must not exceed 20 pages on 8.5" x 11" paper (11" x 17" paper can be used to display organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

**Cover Letter/Executive Summary**

Provide an executive summary detailing your project team, qualifications and experience. The cover letter should be signed by a person with the official authority to bind the company. The letter must also include the name, address, telephone number, email address, title and signature of the firm's contact person for this proposal and state that the submittal is valid for 90 days. An acceptance to the City's standard contract should also be included.

**Approach**

Provide a narrative in which the firm indicates their understanding of what is being requested by the City in this proposal, including the work they will accomplish and noting any work items that normally will be accomplished under this request by not a part of this proposal. Explain how proposer will plan check special and unique projects, including the methodology, approach, work plan and timelines.

**Qualifications of Firm**

- Explain the ability of the Proposer to perform the required work
- Provide firm's capabilities, qualifications and experience related to the scope of services
- Provide a list of previous, current and similar projects in which the proposer has worked. This list should clearly identify each project, roles, and responsibility of each party.
- Provide information on the strength and stability of the Proposer
- Provide current work load
- Provide record of meeting schedules on similar scope of services

**Proposed Staffing and Project Team**

This section should establish qualifications and experience of staff that will be assigned to this City. Also, identify key personnel to be assigned and their qualifications and experience (detailed).

**Other Information to Include**

- Education, experience, applicable professional credentials of project staff that will be assigned to City
- Provide the identity of key personnel proposed: person's name, current location, proposed position, current assignment, level of commitment, and how long each person has been with the firm
- A statement that key personnel will be available for the duration of the scope of services and acknowledgement that no person designated as key personnel shall be removed or replaced without the prior written notification to the City.
- It is important that key personnel proposed have the background, experience and qualifications to properly perform the work detailed in the scope of services.
- Details of any litigation your firm or any of its subsidiaries or affiliates have had in the past five years related to the performance of services provided by the firm.

**References**

Provide at least three (3) public agency references for similar assignments.

**Insurance**

Provide a copy of the firm's current insurance certificates.

**Fee**

Proposal Sheet with hourly rates of all staff levels anticipated to match the scope of services tasks and work including a timeline.

Please provide separate fee proposals addressing:

- Retainer
- Flat Fee
- Percentage

**9. Fee Proposal**

Two (2) copies of a Plan Review Fee Proposal must be submitted in a separate sealed envelope, plainly labeled "Fee Proposal" with the name of the company.

The "Fee Proposal" should include, but not limited to, the fee proposed by the consultant for each task of the scope of services and a Total Fee with details of personnel hourly rates and breakdown of the estimated number of hours.

**10. General Terms and Conditions**

A copy of the City's sample contract is included in this RFP. The selected consultant will be required to sign this contract upon selection. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance in the cover letter, or list their objections and requested revisions for City's consideration.

**11. Minimum Insurance Requirements**

The Consultant shall not commence Work under this agreement until it has provided evidence satisfactory to the City that it has secured all insurance required by the City.

Insurance requirements are detailed on attached sample contract.

**12. Rights of the City**

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related services by other means; to modify the scope of services; to modify the City obligations or selection criteria or take other actions needed to meet the City's goals. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be the sole responsibility of the respondent.

The City also reserves the right to the following:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities of any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to omit or add to the pre-defined scope of services.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a background check of any Proposer. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of the City decisions and the schedule for presentations.

- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.

This RFP is not a contract or commitment by the City, it does not commit the City to enter into negotiations with any firm and the City makes no representations that any contract will be awarded to any firm that responds to this RFP.

Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation.

#### **Waiver of Proposals**

Proposals may be withdrawn by submitting written notice to the City's contact person at any time prior to the submittal deadline. Upon submission, the Proposal shall become property of the City.

#### **13. California Public Records Act Disclosures**

The Proposer acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempt by law. If the Proposer believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

#### **14. Disclaimers**

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.



**PROFESSIONAL SERVICES AGREEMENT**  
(\_\_\_\_\_ Services)

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

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

I.  
**ENGAGEMENT TERMS**

1.1 **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 Exhibit "A" (hereinafter referred to as the "Scope of Work"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. 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." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 **PROSECUTION OF WORK:** The Parties agree as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within [AMOUNT] (X) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than [AMOUNT] (XXX) calendar days from the issuance of the Notice to Proceed (the "Completion Date").
- B. CONSULTANT shall perform the Work expeditiously 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 or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 **COMPENSATION:**

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the work schedule which will be mutually determined.

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of [AMOUNT] DOLLARS (\$XXXX,00) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate accounting records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain the property of the City.
- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and [ADDITIONAL REPRESENTATIVE, AS NEEDED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their 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 Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [CONSULTANT REPRESENTATIVE] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT

Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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 Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 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.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives, at their sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.  
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A.VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE. CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party

fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default.

Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies,

charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the Federal False Claims Act, 31 U.S.C. section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

<p><b>CONSULTANT:</b>          [REPLACE WITH Business Name of Consultant ]          [REPLACE WITH Business Address ]          Attn [REPLACE WITH Name/Title of Consultant's chief contact ]          Phone [REPLACE WITH Phone Number ]          Fax [REPLACE WITH Fax Number ]          Email [ If available, REPLACE WITH e-mail or simply delete ]</p>	<p><b>CITY:</b>          City of Cudahy          5220 Santa Ana Street          Cudahy, CA 90201          Attn: City Manager          Phone: (323) 773-5143          Fax: (323) 771-2072</p>
---	--

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts

(including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT, MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF CUDAHY:**

**[NAME OF CONSULTANT]:**

By: \_\_\_\_\_  
Frank Gurule, Vice Mayor

By: \_\_\_\_\_  
[REPRESENTATIVE NAME, TITLE]

**ATTEST:**

By: \_\_\_\_\_  
Angela Bustamante, Deputy City Clerk

**APPROVE AS TO FORM:**

By: \_\_\_\_\_  
Rick Olivarez, City Attorney

# CITY OF CUDAHY

5220 SANTA ANA STREET  
CUDAHY, CALIFORNIA 90201  
(323) 773-5143 • FAX (323) 771-2072



## ADDENDUM # 2

April 29, 2014

### **Request for Proposals (RFP) – Professional Consultant Services for Plan Checking Services**

This Addendum forms a part of the RFP Documents for the above-identified services and modifies the original RFP as noted below. Portions of the RFP not specifically mentioned in this Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

#### **Item No. 2: Timeline to Solicit Proposals**

- City of Cudahy will extend the due date for submittals until Friday May 16, 2014 at 4 pm. (RFP original due date for submittals was Friday April 25, 2014 at 4 pm).

<b>Deadline to Receive Proposals</b>	<b>Friday, May 16, 2014 at 4:00 P.M.</b>
--------------------------------------	--

#### **RFP Reference Section**

##### **12. Rights of the City**

The City also reserves the right to the following:

- \* The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of the City decisions and the schedule for presentations.

Prepared by:

**Aaron Hernandez-Torres, P. E, Assistant City Engineer**

Acknowledgement - We have received Addendum No. 2 and will include an original copy of the acknowledged (signed) addendum to our bid proposal.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**2014**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(Engagement: Plan Checking Services)**  
**(Parties: Transtech Engineers, Inc. and the City of Cudahy)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of July, 2014 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and TRANSTECH ENGINEERS, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement the CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to the CITY or CONSULTANT interchangeably.

**RECITALS**

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

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: Plan Checking Services; and

WHEREAS, CITY's in-house personnel are presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

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

**I. ENGAGEMENT TERMS**

1.1 **SCOPE OF SERVICES:** 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 Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- 1.2 TERM: This This Agreement shall have a term of one (1) year (hereinafter, the "Term") commencing from the Effective Date and terminating on July\_\_\_, 2015, unless earlier terminated as provided elsewhere in this Agreement. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2) one (1) year extension terms, in the sole and absolute discretion of City, provided City issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict the City's right to terminate this Agreement at any time for convenience or for cause as provided herein.
- 1.3 COMPENSATION:
- CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the work schedule and fee schedule as mutually determined and provided (Exhibit A).
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of five (5) 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.
- 1.6 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 Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of

this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## **II. PERFORMANCE OF AGREEMENT**

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and the Community Development Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their 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 Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Ayla Erfigen, Company CBO, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his or her designee shall supervise and direct the performance of the Work, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
  - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);

- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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 Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 **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.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions

of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

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

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

#### **IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 **Work of Contractor's Design Professionals Services:** The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of the Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional". Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, the CONTRACTOR shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or volunteers or any other person or entity involved by, for, or with or on behalf of CONTRACTOR in the performance of design professional services under this Agreement. The parties understand and agree that the duty of CONTRACTOR to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 **Work of All Other Persons/Non-Design Professionals:** Except as otherwise provided under subsection (B) of this section, above, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONTRACTOR or CONTRACTOR's

officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, cost caused by the sole negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection B, above.

- 4.4 As to the duties to indemnify under subsections B and C of this Section, above, CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 As to the duties to indemnify under subsections B and C of this Section, above, the obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR 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.
- 4.6 As to the duties to indemnify under subsections B and C of this Section, above, CONTRACTOR 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 CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 As to the duties to indemnify under subsections B and C of this Section, above, CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR 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.

- 4.8 As to the duties to indemnify under subsections B and C of this Section, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

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

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

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's

employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default

upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

- i. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iii. The CITY may exercise any other available and lawful right or remedy.

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

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## **VI. MISCELLANEOUS PROVISIONS**

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure

is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 COMPLIANCE WITH FEDERAL REGULATIONS

This Agreement is subject to and incorporates the terms of Subpart K of the CDBG Regulations and all other applicable Federal Standards Provision, inclusive of the following:

Executive Order 11246 requires that during the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONSULTANT setting forth the provisions of this nondiscrimination clause.

Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded in whole or in part with funds made available under this title.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply.

- 6.5 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:  
TRANSTECH Engineers, Inc.  
13367 Benson Avenue  
Chino, CA 91710  
Attn: Ayla Erfigen, CBO  
Phone: (909) 590-8599  
Fax: (909) 590-8599  
Email: ayla.erfigen@transtech.org

CITY:  
City of Cudahy  
Community Development Division  
5220 Santa Ana Street  
Cudahy, CA 90201  
Attn: Michael Allen  
Phone: (323) 773-5143  
Fax: (323) 771-2072

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

6.6 LOBBYING CERTIFICATION

A. Federal Requirements:

The CONSULTANT CERTIFIES THAT:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in the making of any cooperative agreement, or in the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer of employee of any agency, Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.

- iii. The CONSULTANT shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. County of Los Angeles Requirement

The CONSULTANT certifies that:

- i. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
- ii. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 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.
- 6.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.10 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.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

- 6.12 COMPLIANCE WITH LAWS: All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations and directives as they pertain to the performance of the Agreement.
- 6.13 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.
- 6.14 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.15 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 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.
- 6.21 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.

- 6.22 **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 amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.19, above.
- 6.23 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.19, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF CUDAHY**

**TRANSTECH Engineers, Inc.**

By: \_\_\_\_\_  
Michael Allen, Acting City  
Manager

By \_\_\_\_\_  
Name: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

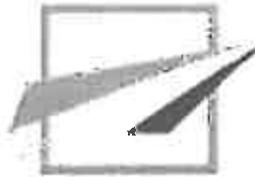
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**(SCOPE OF SERVICES)**  
**(SEE THE ATTACHED)**

## **SCOPE OF WORK:**

Plan checking services scope of work will include the review of plans submitted to subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right of way. The plans shall be reviewed for the conformance with local and other applicable (County, State, and Federal) ordinances and standards with a strict attention to details. Plan check services may include, but are not limited to the following:

- Grading Plans including mass grading, rough grading, and precise grading plans.
- Storm Drainage Plans
- Hydrology and Hydraulic Calculations and Reports.
- Traffic Plans including sign and stripping plans, traffic detour, staging & signal plans.
- Engineer's Cost Estimated for the related items of work for bonding purposes.
- Engineer's Reports including Storm Water Pollution Prevention Plans, and Special Traffic Reports
- Standard Urban Storm water Mitigation Plans (SUSMP) reports and related documents.
- Architectural, structural, electrical, mechanical, plumbing, fire and/ or any other specific project plans.
- Check plans for design conformance to: approved tentative maps, related specific plans, general plan and city ordinances and resolutions, conditions of approval, city standards, ADA standards, City's subdivision policies, and other agency requirements.
- Check for accuracy of design in conformance with the City's most current adopted code.
- Check general mathematics and design criteria.
- Call for redesign of any portion of plans that: will not function due to poor engineering; is not consistent with the approved tentative map or conditions of approval; will be potentially unsafe to the public or impractical to construct.



www.transtech.org  
855.895.2406 (toll-free)  
ISO 9001:2008 Certified

April 25, 2014

# TRANSTECH

**CITY OF CUDAHY**  
Michael Allen  
Director of Community Development  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201

**Subject: FEE PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECKING SERVICES**

As requested, Fee Proposal is submitted in a separate envelope

As requested, Fee Proposal is submitted in a separate envelope.

Service	Rate
Building, On site Grading, Plumbing, Electrical, Mechanical, Energy, Accessibility and CalGreen plan review. % based plan review fee paid at the time of plan submittal covers the first review of the plans and one recheck only. Additional fees are required to be paid for any additional plan review time required after the first recheck of the plans.	65% of plan review fee or \$95/hr
Public Works/Engineering Improvements plan review.	\$95/hr
Any other services provided at the request of the City	see attached standard hourly rates

Transtech's Standard Fee Schedule for all staff positions is attached. Fees are adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles area for Cost of Living Adjustment.

Thank you for the opportunity to submit this proposal. Should you have any question or should you need additional information, please contact the undersigned.

Sincerely,

Ayla Erfigen, CBO

[ayla.erfigen@transtech.org](mailto:ayla.erfigen@transtech.org); C: 909-851-5765

April 25, 2014

CITY OF Cudahy

Subject: FEE PROPOSAL FOR PROFESSIONAL CONSULTANT SERVICES PLAN CHECKING SERVICES

Page 2

<b>TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES</b> Effective through December 31, 2014	
<b>Classification</b>	<b>Hourly Rate</b>
Senior Engineer	\$150 - \$165
Project Manager	\$145 - \$160
Project Engineer	\$135 - \$150
Building Official	\$125 - \$140
Staff Engineer	\$120 - \$135
CADD Designer	\$95 - \$115
Sr. Planner	\$115 - \$135
Associate Planner	\$95 - \$110
Funds and Grants Manager	\$125 - \$140
Funds Analyst	\$95 - \$110
Transportation Analyst	\$125 - \$150
Plan Checker	\$95 - \$125
Construction Manager	\$145 - \$160
Inspector, PW	\$75 - \$115
Inspector, Building	\$75 - \$115
Engineering Technician	\$60 - \$70
Building Technician	\$60 - \$70
Administrative/Clerical	\$55 - \$60
2-Man Survey Crew	\$190
Reimbursable direct expenses are billed at cost plus 5%.	
Fees are adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles area for Cost of Living Adjustment.	



12B

# AGENDA REPORT

---

MEETING DATE: July 1, 2014  
TO: Honorable Mayor and Members of the City Council  
THROUGH: Michael Allen, Acting City Manager  
FROM: Aaron Hernandez-Torres, P. E., Assistant City Engineer  
TITLE: **Cudahy City Monuments Sign Project**

---

## RECOMMENDATION:

It is recommended that the City Council select a City Monument Sign Design and give direction to City Staff for location(s) of monuments signs to be installed throughout the City.

## SUMMARY:

Per City Council request the Community Development Department through its Engineering Department has been coordinating design options and soliciting proposals/quotes for the above referenced project. The City of Cudahy received three design options and proposals for this type of work (Attached).

Design options vary in size, shape, materials and colors. The different options go from non-illuminated synthetic stucco to non-illuminated precast concrete monument entry signs. Both materials have the option to include a double side message (front and back).

## BACKGROUND:

A City monument sign is a structure explicitly created to delineate boundaries between cities and give a welcome message to the people visiting or passing by a specific City or jurisdiction. City monument signs have become important to residents as a part of their identity or cultural heritage. The structures have been created for many years, and they often become an important part of the city's identity and infrastructure. Furthermore monument Signs are frequently used to improve the appearance of a City or location.

Among the Gateway Cities, the City of Cudahy is one of the few Cities which don't have monument signs within its City boundaries.

Years ago the City of Cudahy installed a monument sign in front of City Hall and since then no other City monument signs have been installed throughout the City.

**ANALYSIS:**

City staff has concluded in their research that monument signs will provide a sense of identity to the City and residents, and will set up City boundary Limits with our neighboring cities. It is desirable to include double sided monument signs.

**FISCAL IMPACT:**

Per the proposals/ quotes received for this type of work it is estimated that the cost to install one (1) Monument Sign ranges from \$8,720.00 to \$10,400.00 as shown below:

<b>CONTRACTOR/ PROVIDER</b>	<b>COST</b>
1) DOWNEY SIGN AND LIGHTING COMPANY	\$ 8,720.00
<ul style="list-style-type: none"><li>• Non illuminated synthetic stucco monument entry sign. Includes installation. (See attached proposal for details, materials and design options)</li><li>• Double side option add approximately \$600 to \$900 (depends on design; e.g. Thank You for Visiting)</li></ul>	
2) SIGN CRAFTERS OF RANCHO CUCAMONGA	\$ 10,261.25
<ul style="list-style-type: none"><li>• Non illuminated synthetic stucco monument entry sign. Includes installation. (See attached proposal for details, materials and design options)</li><li>• Double side message included.</li></ul>	
3) BRAVO SIGN & DESIGN	\$ 10,400.00
<ul style="list-style-type: none"><li>• Non illuminated precast concrete monument entry sign. Includes installation. (See attached proposal for details, materials and design options)</li><li>• Double side option add approximately \$600 to \$900 (depends on design; e.g. Thank You for Visiting)</li></ul>	

The total project cost will depend on the design option selected and number of monument signs to be installed. Illumination and electrical fixtures for monument signs are excluded from the above proposals. Lighting costs will depend on location, proximity to power sources and Southern California Edison requirements. City's general funds are to be used for this project.

**ATTACHMENTS:**

1. Copy of City Monument Proposals/ Quotes
2. Copy of Cudahy City Monument Sign Power Point Presentation



520 S. CENTRAL PARK AVE. E.  
ANAHEIM CA. 92802  
PH 714-284-0500 FAX 714-284-0300  
LIC# 641391 \* CA SBE# 0039163 \* CO LA WBE# 84686  
www.bravosign.com

# ESTIMATE

Date: 4/22/2014

BSD Job # 4614

BSD Contact: Debbie Fiore ext 202

BSD Email: debbie@bravosign.com

**ESTIMATE TO:**

CITY OF CUDAHY  
5220 SANTA ANA ST  
CUDAHY CA 90201

**CONTACT PERSON**

Aaron Hernandez-Torres  
323-773-5143  
ahernandez@cityofcudahyca.gov

Project Name:		City of Cudahy Monument	Site Location:		Cudahy
ITEM #	QTY	DESCRIPTION	UNIT COST	Total Cost	
01	1	Design / Build Monument Sign (Budget for Monument is \$10,000 to \$12,000)  To include: Design City Entry Monument Sign, full submittal drawings dig, rebar, concrete footing foundation, 4' x 6' x 18" wide single sided concrete core with recessed painted letters, recessed acrylic city seal, color stucco, stone veneer, concrete caps, labor and installation	10,000.00	10,000.00	
02	1	Engineering if needed  Excluded: Permits, Fees, Traffic Control, Electrical and Lighting Fixtures	400.00	400.00	

TERMS REQUIRED NET 30 / 10% RET

**Total Cost \$10,400.00**

INCLUDED IN ESTIMATE: Shop drawings and only the above as described. Our Standard Certificate of 2 million occurrence/2million Agregate.

Excluded are: shipping, delivery, traffic control, survey/staking, grade, compaction, haul away of spolls, gravel, concrete mow strip, concrete paving, added move-ons.  
Additional items can be added to contract if not listed above: engineering, electrical and fixtures, bonds, permits, fees and anti-graffiti sealant.  
Conditions: Submittals will be provided on receipt of signed contractual agreement and deposit if required. Allow 6 to 8 weeks after submittal approval for delivery.  
We will honor this price for 30 days.

TO ACCEPT THIS ORDER PLEASE SIGN & RETURN. BY SIGNING BELOW, CUSTOMER ACCEPTS THIS PROPOSAL FOR THE ABOVE AND AGREES TO ALL OF THE TERMS AND CONDITIONS STATED ON THE ESTIMATE

CUSTOMER SIGNATURE & DATE \_\_\_\_\_

Signcrafters of Rancho Cucamonga

10700 Jersey Blvd #520  
 Rancho Cucamonga, CA 91730  
 Ph: (909) 476-0854  
 Fax: (404) 891-4633

Estimate

Date	Estimate #
4/25/2014	3212

Name / Address
City of Cudahy 323-773-5143 Attn: Aaron Hernandez

				Project
Item	Description	Qty	Rate	Total
Monument	Monument Synthetic Stucco Monument Sign 5'7.5" H x 7'6" L x 22.67" W Per Drawing - "Mod-24-Cudahy.pdf" Includes a one color Stucco spray finish	1	4,950.00	4,950.00T
Architectural Acc...	Architectural Accents Multi Color Faux Brick Finish - Base	1	755.00	755.00T
Graphics	Graphics/Text on monument wall Raised & Painted Stucco text/graphics (SW/BM colors) "Welcome to" Black color Front side * Does NOT include the City Seal. Too detailed for us replicate in stucco*	1	400.00	400.00T
Graphics	Graphics/Text on monument wall Raised & Painted Stucco text/graphics (SW/BM colors) "Thank you for visiting" Black color Back side	1	425.00	425.00T

**Subtotal**

**Sales Tax (9.0%)**

**Total**

Acceptance of Proposal:

The above prices, specifications and terms are satisfactory and are hereby accepted. I understand that my signature, along with 50% deposit will authorize and begin production. Estimate is valid for 14 days from the date of issuance, we reserve the rights to change prices, details and may suggest a substitution if the order is placed after the estimate expiration.

Signature \_\_\_\_\_

Signcrafters of Rancho Cucamonga

10700 Jersey Blvd #520  
 Rancho Cucamonga, CA 91730  
 Ph: (909) 476-0854  
 Fax: (404) 891-4633

Estimate

Date	Estimate #
4/25/2014	3212

Name / Address
City of Cudahy 323-773-5143 Attn: Aaron Hernandez

				Project
Item	Description	Qty	Rate	Total
Aluminum	Aluminum Digitally printed aluminum Full color logo "City of Cudahy Seal" 24" round logo mounted on the monument	1	325.00	325.00T
Crating	Crating charge	1	270.00	270.00T
Shipping	Shipping to City of Cudahy for inspection by end-user	1	495.00	495.00
Installation	Installation Includes: - Digging, excavation work 3ft from the bottom of the sign - Installing metal pipe for structural supports - Concrete work Excludes transporting the monument from city location to install site	1	2,000.00	2,000.00
Permit Fees	Permit Fees NOT INCLUDED City will need to supply permit needed	1	0.00	0.00
Traffic Control	Traffic Control NOT INCLUDED City will need to supply traffic control needed		0.00	0.00T

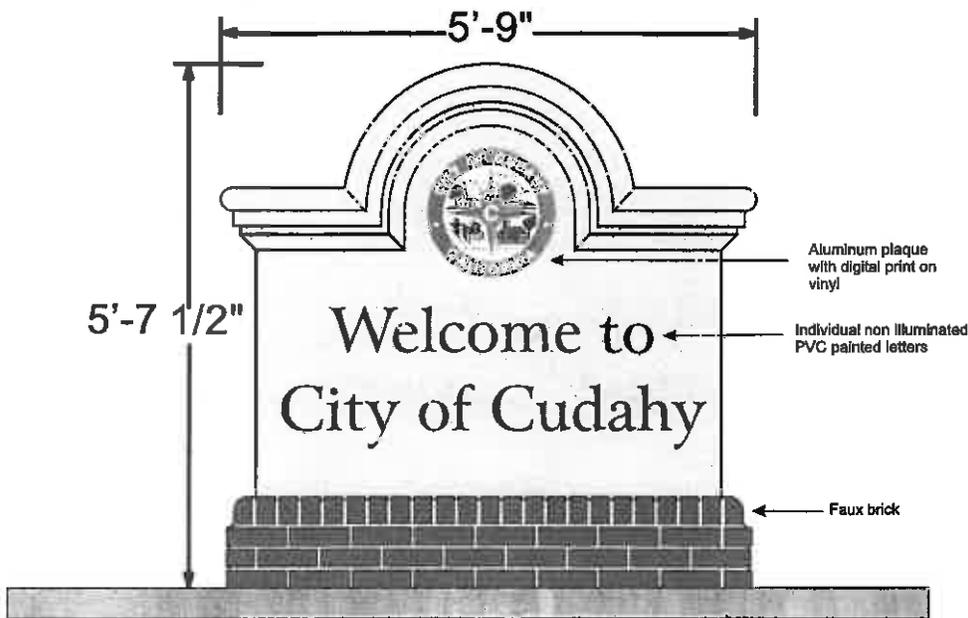
			<b>Subtotal</b>	\$9,620.00
			<b>Sales Tax (9.0%)</b>	\$641.25
			<b>Total</b>	\$10,261.25

Acceptance of Proposal:  
 The above prices, specifications and terms are satisfactory and are hereby accepted. I understand that my signature, along with 50% deposit will authorize and begin production. Estimate is valid for 14 days from the date of issuance, we reserve the rights to change prices, details and may suggest a substitution if the order is placed after the estimate expiration.

Signature \_\_\_\_\_

not to scale

Page 1 of 1



**Downey Sign and Lighting**  
 12657 Regenbiew Ave.  
 Downey, Ca. 90241  
 ph. 562.923.0357 fax 562.569.2469  
 Ca. St. Lic. #768956 C46

Client: City of Cudahy  
 Aron Hernandez

Account Mgr: Alex Garcia  
 Contact Ph. 562-244-7409

Designer: AG

Scale: none

Manufactured and Install:  
 (1) non illuminated Monument entry sign.  
 Selling Price: Starts \$8000.00 plus tax and permits.  
 Price subject to change with size, shape design and material.  
 Fifty percent down deposit required on all orders.  
 Balance due net 30 days

Approved for fabrication:

Needs corrections resubmit:

Cancel order:

X \_\_\_\_\_  
 Customer approval signature and Date:

**Copyright Notice ©**

This drawing and all reproductions thereof are the property of **Downey Sign and Lighting** and may not be reproduced, published, changed or used in any way without written consent.

Notes:

---



---



---



---



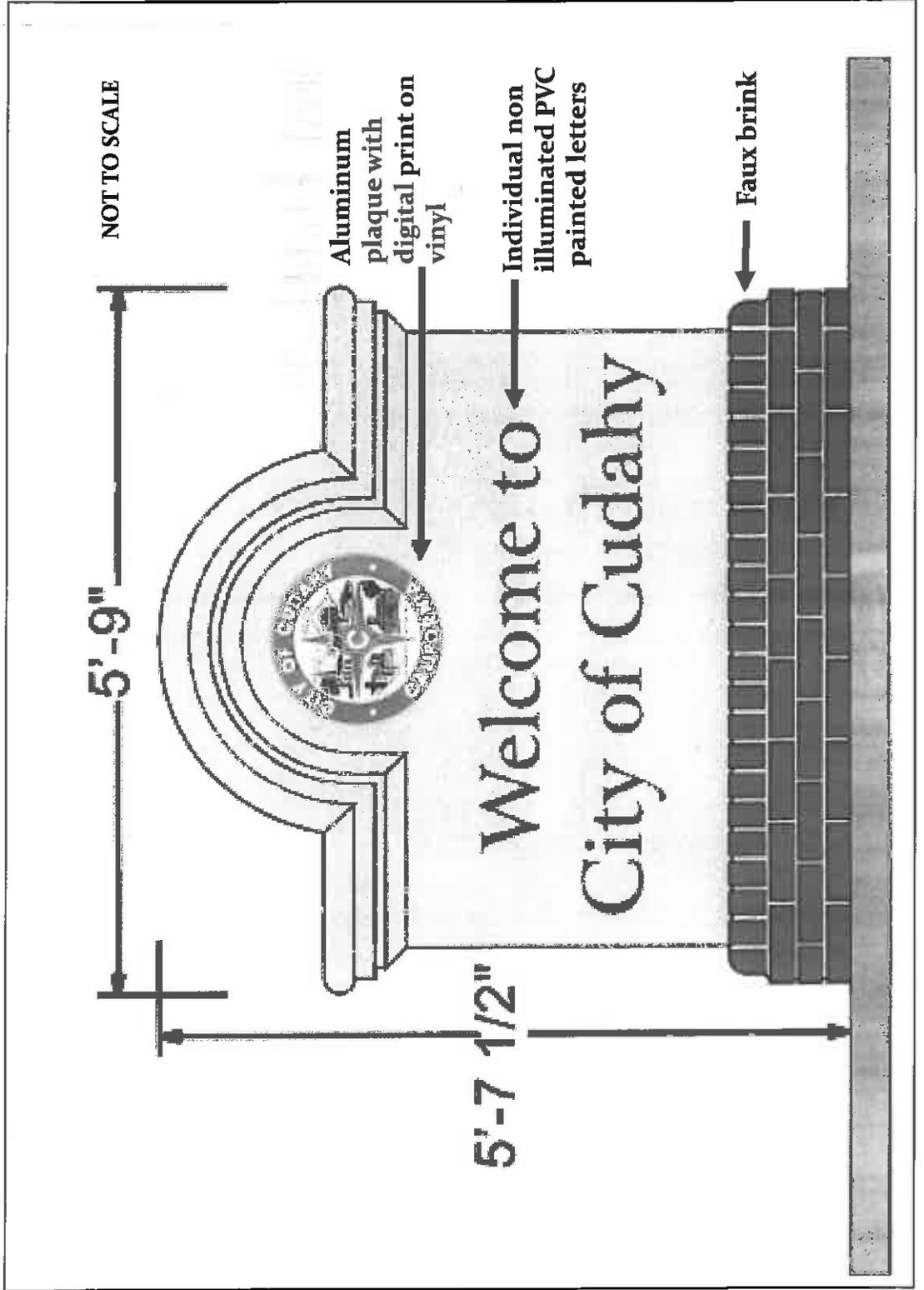
# PROPOSED CITY MONUMENTS



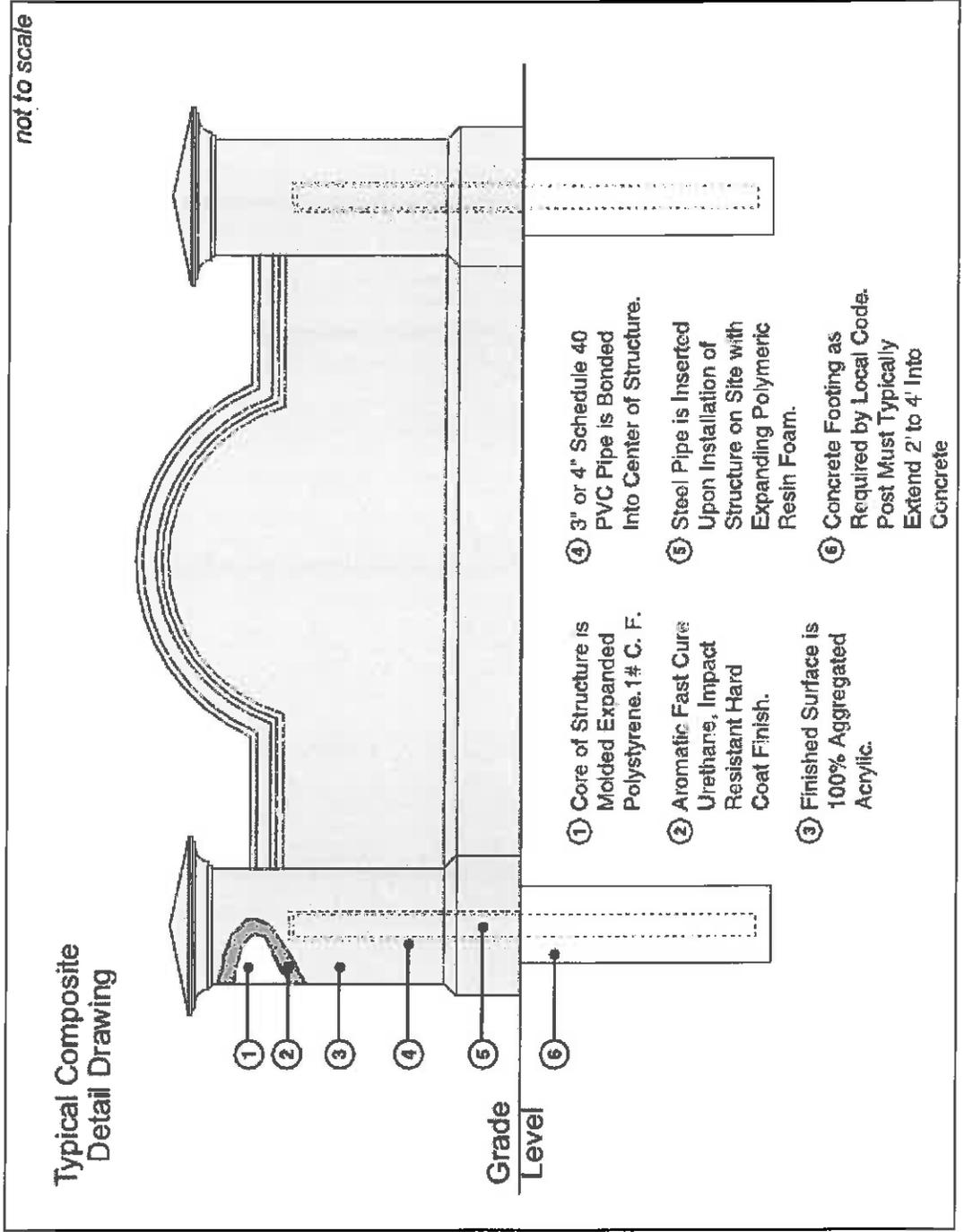
## **CONTRACTOR / PROVIDER**

- 1) DOWNEY SIGN AND  
LIGHTING COMPANY**
- 2) SIGN CRAFTERS OF RANCHO  
CUCAMONGA**
- 3) BRAVO SIGN & DESIGN**

# DOWNEY SIGN AND LIGHTING



# STRUCTURAL DETAILS

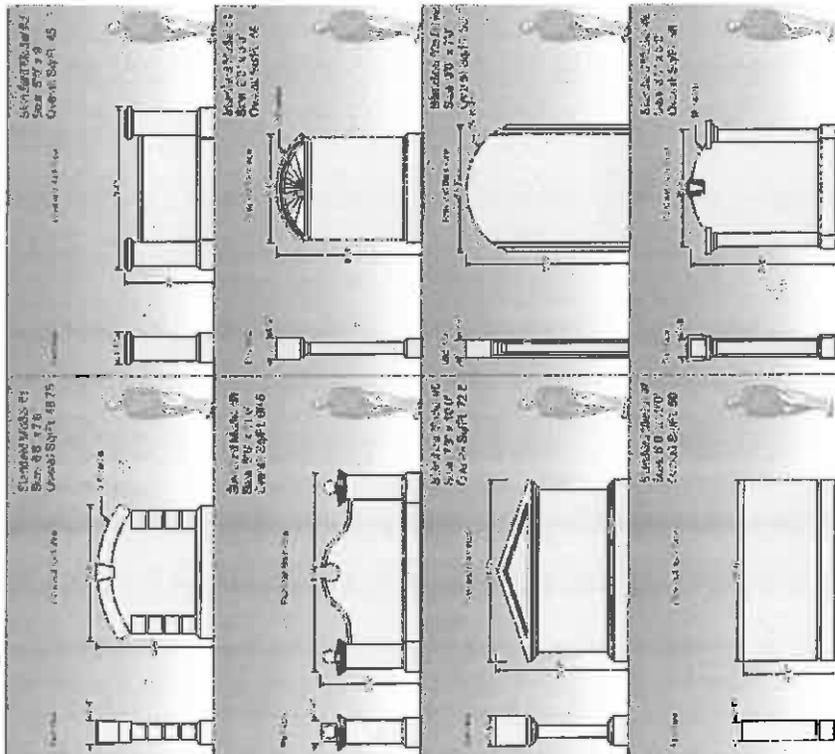


# STANDARD MODELS (1-16)



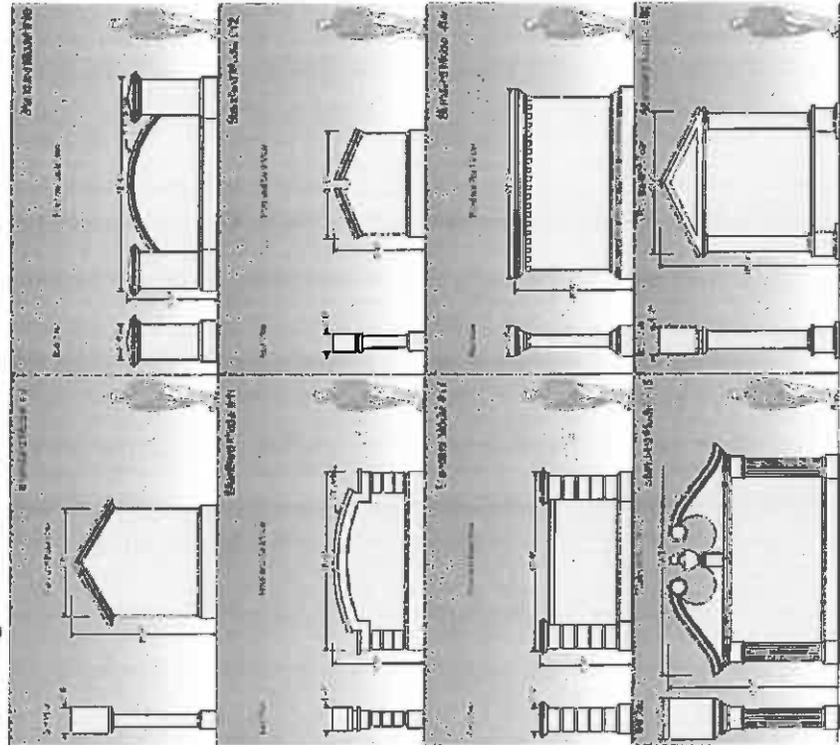
**Downey Sign and Lighting**  
 12037 Regentkew Ave.  
 Downey, Ca. 90241  
 ph. 562.923.0357 fax 562.869.2488  
 Ca. St. Lic. #766963 C45

Drawings #1 thru #8



**Downey Sign and Lighting**  
 12037 Regentkew Ave.  
 Downey, Ca. 90241  
 ph. 562.923.0357 fax 562.869.2488  
 Ca. St. Lic. #755956 C45

Drawings #9 thru #16



# STANDARD MODELS (17 - 32)

**Downey Sign and Lighting**  
 12037 Regentview Ave.  
 Downey, Ca. 90241  
 ph. 562.923.0357 fax 562.859.2488  
 Ca. St. Lic. #765956 C45

**Drawings #17 thru #24**

Architectural drawings for sign models #17 through #24, showing various sign structures and lighting options. The drawings include front, side, and perspective views for each model.

**Downey Sign and Lighting**  
 12037 Regentview Ave.  
 Downey, Ca. 90241  
 ph. 562.923.0357 fax 562.859.2488  
 Ca. St. Lic. #765956 C45

**Drawings #25 thru #32**

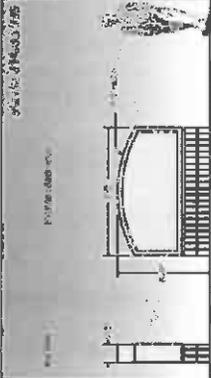
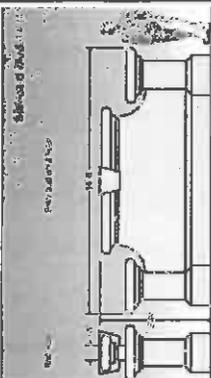
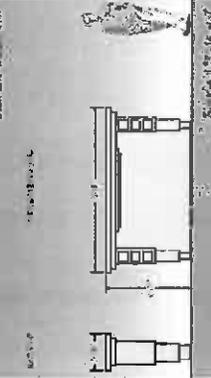
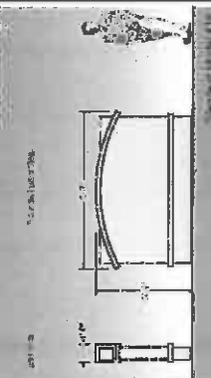
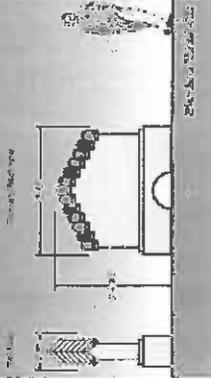
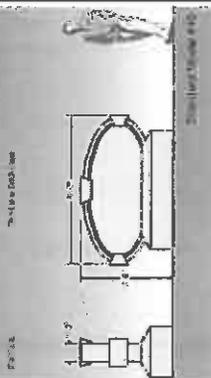
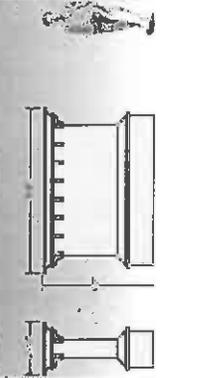
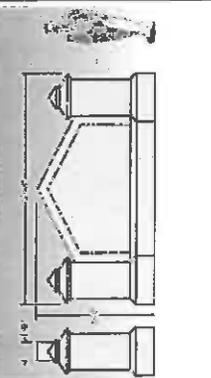
Architectural drawings for sign models #25 through #32, showing various sign structures and lighting options. The drawings include front, side, and perspective views for each model.

# STANDARD MODELS (33 -40)

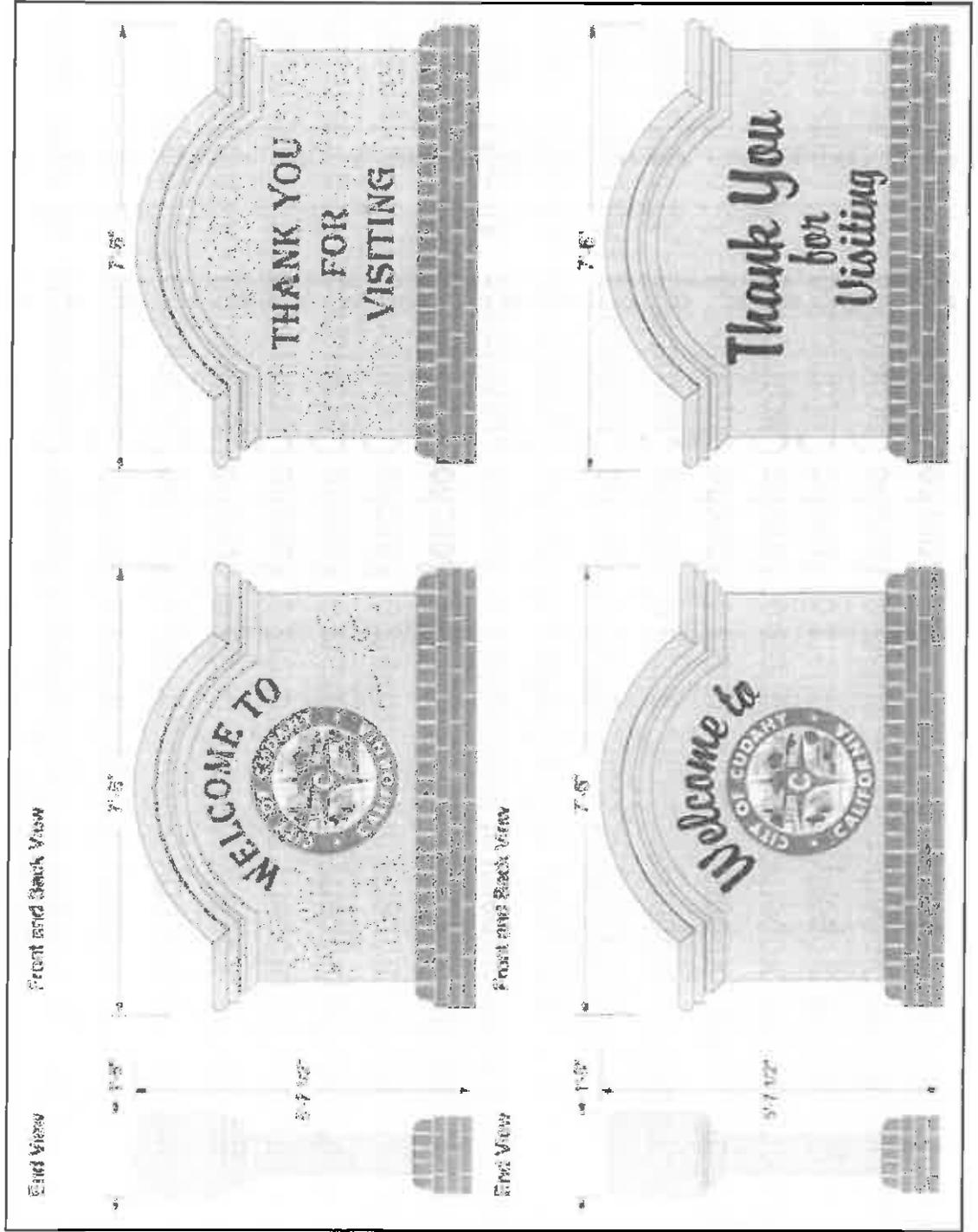


**Downey Sign and Lighting**  
 17017 Regentview Ave.  
 Downey, Ca. 90241  
 ph. 562.523.0357 fax 562.869.2488  
 Ca. St. Lic. #765956 C45

**Drawings #33 thru #40**

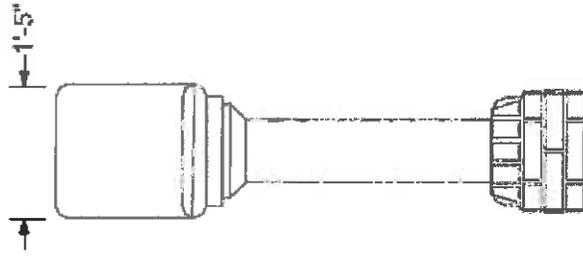
<p>Model #33</p>  <p>Model #34</p> 	<p>Model #35</p>  <p>Model #36</p> 	<p>Model #37</p>  <p>Model #38</p> 	<p>Model #39</p>  <p>Model #40</p> 
--	--	--	--

# SIGN CRAFTERS OF RANCHO CUCAMONGA

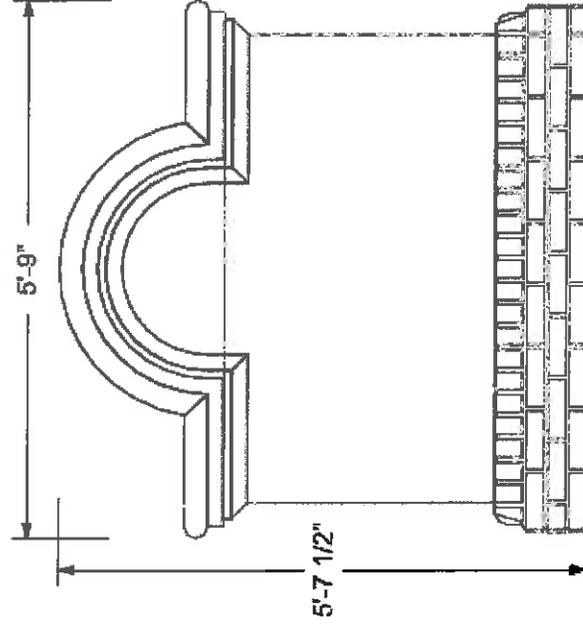


# STRUCTURAL DIMENSIONS

End View



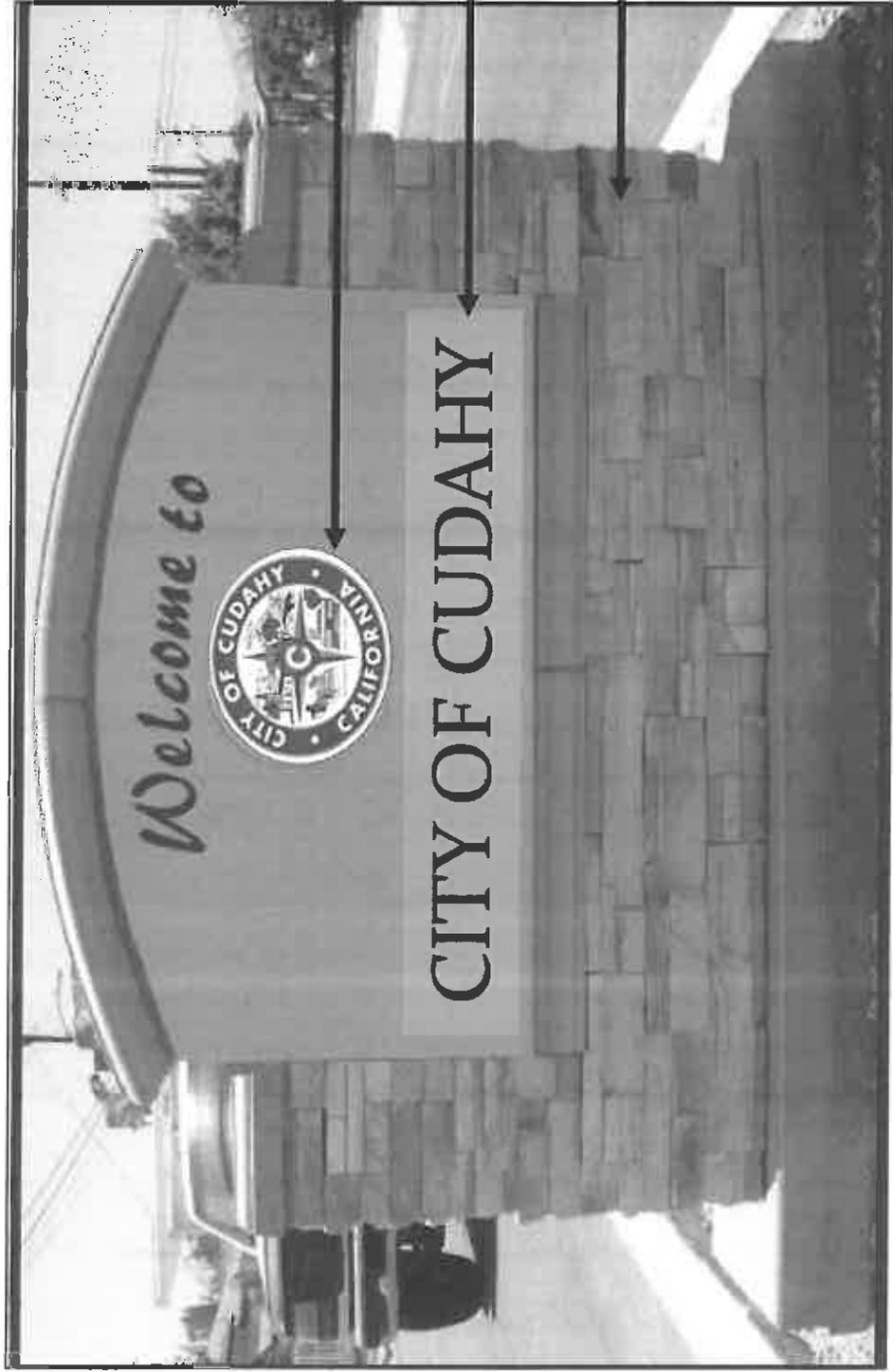
Front and Back View



## MODEL #24 - DETAILS

NOTE: This is a standard drawing for standard model which does not include any details. Basic model includes one color stucco finish without any architectural accents, texts and/or logo. Additional color, architectural accents and letters/logo if requested will be need to be quoted as a custom quote, priced as per job basis.

# BRAVO SIGN DESIGN

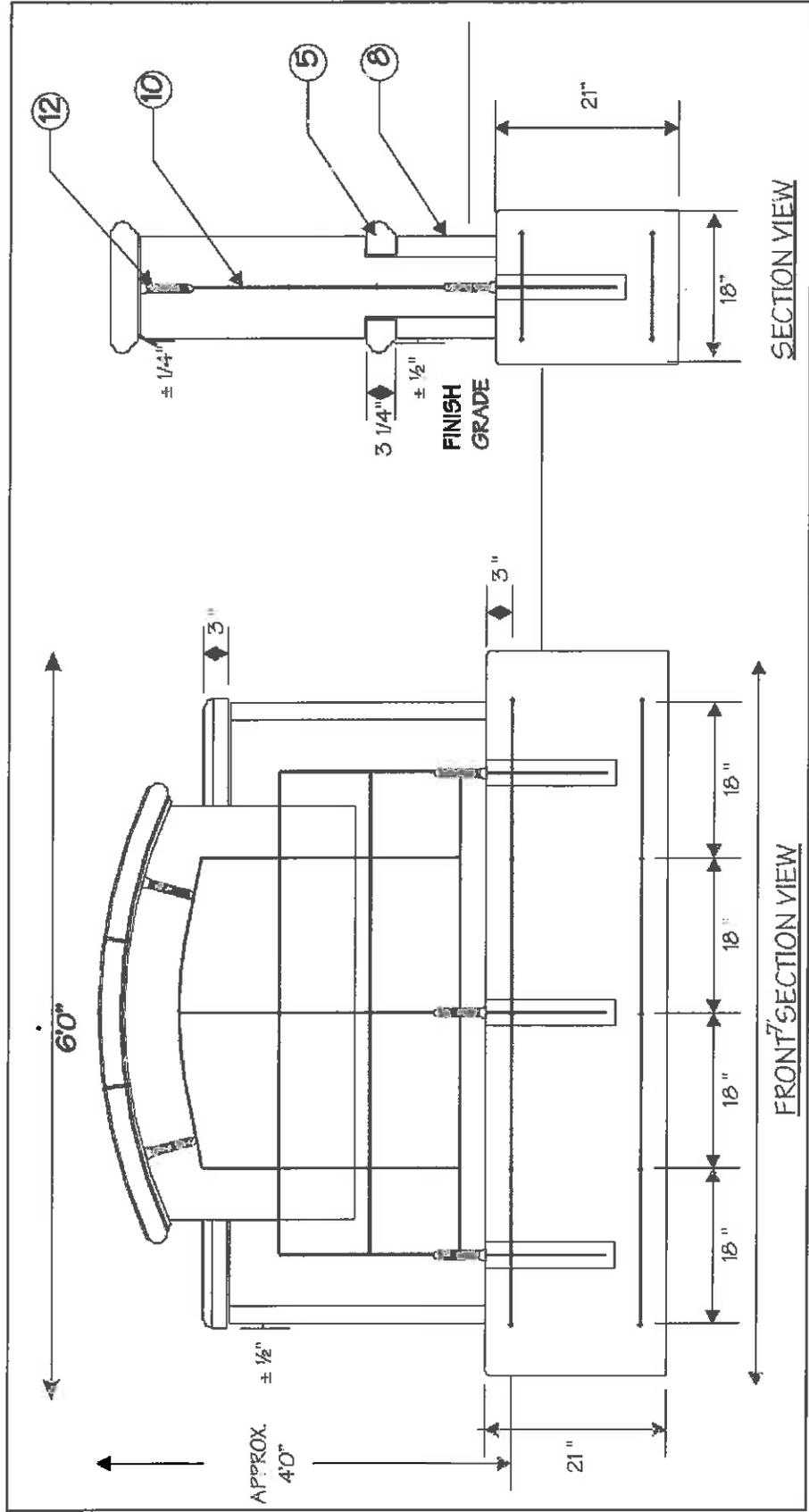


RECESSED ACRYLIC  
CITY SEAL

RECESSED PAINTED  
LATORS

STONE VENEER

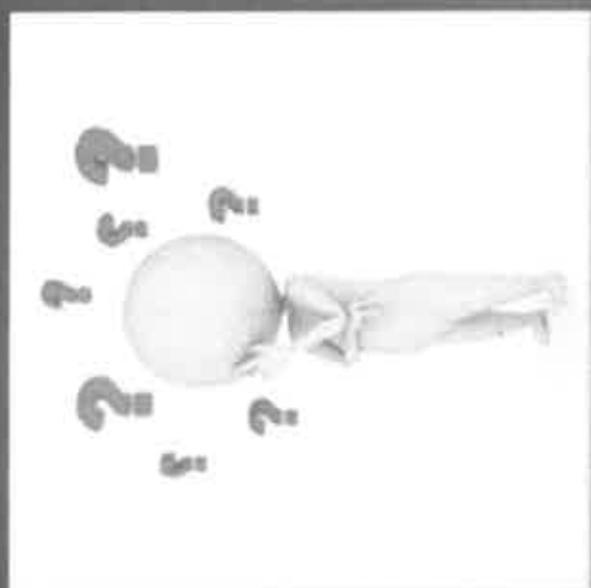
# STRUCTURAL LAYOUT





# OTHER CITY MONUMENT EXAMPLES







12C

# AGENDA REPORT

---

MEETING DATE: July 1, 2014  
TO: Honorable Mayor and Members of the City Council  
THROUGH: City Manager's Office  
FROM: Victor Ferrer, Management Analyst  
TITLE: **BELL-CUDAHY TELECOMMUNICATIONS AUTHORITY**

---

## BACKGROUND

On June 3, 1985, the cities of Bell and Cudahy entered into an agreement titled, "Bell-Cudahy Cable Television Joint Powers Authority" (JPA). The purpose of this agreement was for the two cities to award franchises to cable television operators. The JPA was renamed on October 9, 2000, to Bell-Cudahy Telecommunications Authority.

## SUMMARY

On May 28, 2014, staff received a letter from Aleshire & Wynder, LLP (Aleshire & Wynder). Aleshire & Wynder represents the City of Bell as its City Attorney's Office. In this letter they expressed their interest in seeking mutual consent to dissolve the JPA due to fact that the Telecom Authority has not met or covered in many years.

The two cities have not met due to many changes in legislature, and as Aleshire & Wynder express, most notably the in 2006 the Digital Infrastructure and Video Competition Act (DIVCA), which ultimately prohibits local franchise agreements, therefore, defeating the purpose and primary function of the Telecom Authority.

## FISCAL IMPACT

Pursuant to the staff report prepared by City of Bell on May 28, 2014, there is \$86,517.23 in the JPA's joint bank account and \$127,962.19 is owed to Cudahy through the 2<sup>nd</sup> quarter of 2012. Staff will have an update following a meeting between the City of Cudahy's Finance Director and his counterpart at the City of Bell in an effort to ascertain a final number that the City of Cudahy is owed for the prior franchise fees and public, educational, and governmental fees owed to Cudahy.

## RECOMMENDATION

It is recommended that the City Council of the City of Cudahy authorize staff to send a correspondence to the City of Bell stating that Cudahy will agree to dissolve the Bell-Cudahy Telecommunications Authority upon payment of prior franchise fees and public, educational, and governmental fees owed to Cudahy.

**ATTACHMENTS:**

1. Letter from Aleshire & Wynder LLP – Bell-Cudahy Telecommunications Authority
2. Ammended and Restated Joint Exercise of Powers Agreement of the Bell-Cudahy Telecommunications Authority



**ALESHIRE &  
WYNDER LLP**  
ATTORNEYS AT LAW

Respond to Orange County  
Christy Marie Lopez  
clopez@awattorneys.com

**Orange County**  
18881 Von Karman Ave., Suite 1700  
Irvine, CA 92612  
P 949.223.1170 • F 949.223.1180

**Los Angeles**  
2381 Rosecrans Ave., Suite 475  
El Segundo, CA 90245  
P 310.527.8860 • F 310.532.7395

**Inland Empire**  
3880 Lemon Street, Suite 520  
Riverside, CA 92501  
P 951.241.7338 • F 951.300.0985

**Central Valley**  
2125 Kern Street, Suite 307  
Fresno, CA 93721  
P 559.445.1680 • F 888.519.9160

[awattorneys.com](http://awattorneys.com)

May 28, 2014

Ms. Carrie Gallagher  
City Clerk  
Cudahy City Hall  
5220 Santa Ana Street  
Cudahy, CA 90201

Re: Bell-Cudahy Telecommunications Authority

Dear Ms. Gallagher:

Our office represents the City of Bell ("City") as its City Attorney's Office. The City has asked us to contact you regarding the Bell-Cudahy Telecommunications Authority ("Telecom Authority").

According to the documents provided, the history of the Telecom Authority is as follows. In 1985 the City and Cudahy created a separate public entity, the "Bell-Cudahy Cable Television Joint Powers Authority," ("JPA") for the purpose of jointly awarding named local cable franchises to serve both cities. In 2000, this entity was renamed "Bell-Cudahy Telecommunications Authority" pursuant to an amended and restated JPA. (The JPA is attached hereto.)

Since this time, the legal landscape for cable operators has substantially changed. Most notably, in 2006 the Digital Infrastructure and Video Competition Act (DIVCA) was adopted. DIVCA created a state franchising structure, essentially eliminating local franchise agreements. Further, from the Telecom Authority records available, it appears it has not convened in many years. As such, there appears to be no need to maintain the Telecom Authority and therefore can be dissolved.

As such, this letters seeks the City of Cudahy's mutual consent to dissolve the Telecom Authority. Pursuant to Article V. Section 1, A. of the JPA, if the parties mutual agree to the dissolution, we need only bring a resolution regarding the same to both City Councils. In the spirit of cooperation, our office would be willing to prepare the resolutions for both cities.

In the alternative, if Cudahy does not consent to dissolving the JPA, this letter serves as the City of Bell's Notice of Intent to Withdraw in accordance with Article V., Section 1, B.

Ms. Carrie Gallagher  
May 14, 2014  
Page 2

In light of the fact that the Telecom Authority has not convened in many years and appears to serve no purpose, the City anticipates Cudahy will mutually consent.

Please contact me at your earliest convenience to discuss the City of Cudahy's intentions with regard to the Telecom Authority. If no response is received by June 27, 2014, the City will proceed with dissolving the Telecom Authority unilaterally. Thanks in advance for your consideration and cooperation.

Sincerely,

ALESHIRE & WYNDER, LLP



Christy Marie Lopez  
Attorney

CML:cd  
Enclosure

*file copy #58*

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
OF THE  
BELL-CUDAHY TELECOMMUNICATIONS AUTHORITY  
(A JOINT POWERS AUTHORITY)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), dated for reference 10-9-00, 2000, is entered into by the City of Bell, a municipal corporation ("Bell"), and the City of Cudahy, a municipal corporation ("Cudahy"). This Agreement is made under the provisions of the Joint Exercise of Powers Law, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code. ("the Act").

RECITALS

1. Bell and Cudahy are both "public agencies" under the provisions of the Act that authorize the joint exercise of powers common to public agencies.

2. On June 3, 1985, Bell and Cudahy entered into that certain Agreement entitled "Bell-Cudahy Cable Television Joint Powers Authority." This Agreement created a separate public entity for the purpose of enabling Bell and Cudahy to exercise their powers jointly in awarding franchises to cable television operators in order to serve subscribers within the combined corporate limits of Bell and Cudahy. On or about May 15, 1986, a "First Amendment" to the Agreement was adopted by the legislative bodies of Bell and Cudahy, which First Amendment extended the term of the Agreement through May 21, 2001.

C. In view of the complex and rapidly changing technology associated with telecommunications services and systems, Bell and Cudahy have determined that it is desirable and in the public interest to revise and restate their delegation of authority to the previously-established separate public entity in order to encompass categories of telecommunication services in addition to franchised cable television services. The revisions to and restatement of that delegation of authority are fully set forth in this Amended and Restated Joint Exercise of Powers Agreement.

ARTICLE I

PURPOSES AND POWERS

Section 1. General Purposes. This Agreement is entered into under the Act to establish and to maintain a separate public entity for the purpose of enabling Bell and Cudahy to exercise their powers jointly to award franchises to cable television operators, and to enter into licenses, leases, and similar agreements with other telecommunications service providers, as specified in this Agreement, which operators and service providers desire to serve subscribers or to otherwise

provide telecommunications services within the combined corporate limits of Bell and Cudahy.

**Section 2. Specific Powers.** The Authority is authorized, in its own name, to do all acts necessary for the exercise of the powers and the accomplishment of the purposes set forth above in Section 1, including but not limited to the following:

A. To establish policies and procedures as may be applicable, for the receipt, processing, issuance, administration, termination, and renewal of the following:

(1) Cable television franchises previously granted to or hereafter requested by cable operators that intend to offer service within the combined corporate limits of Bell and Cudahy using facilities that occupy public rights-of-way.

(2) Agreements with open video system operators that intend to offer service within the combined corporate limits of Bell and Cudahy using facilities that occupy public rights-of-way.

(3) The enforcement of registration requirements, business license tax requirements, and customer protection and customer service obligations that are imposed by state statute upon video providers that provide service, or intend to provide service, within the combined corporate limits of Bell and Cudahy, including multichannel multipoint distribution service ("MMDS"), local multipoint distribution service ("LMDS"), and direct broadcast satellite ("DBS").

(4) Leases, licenses, or similar agreements with telecommunications service providers that intend to offer telephony, data-networking services, high speed data services, or similar telecommunications services within the combined corporate limits of Bell and Cudahy using facilities that occupy public rights-of-way; provided, however, that the jurisdiction of the Authority over any of these telecommunications service providers is subject to the specific delegation of authority by ordinance or resolution adopted by Bell and by Cudahy; and provided further that nothing in this Agreement may be deemed to authorize the Authority to exercise any powers over the siting of wireless telecommunications antenna facilities, amateur radio antennas, or satellite earth station antennas within the corporate limits of Bell or Cudahy.

B. To regulate rates for cable service and equipment to the full extent authorized by federal and state law, and to take all appropriate action relating to the activation, exercise, and defense of regulatory rate authority, including without limitation the filing and serving of forms, complaints, certifications, notices, and other documents, and the adoption of regulations and procedures.

C. To conduct or supervise investigations, audits, performance evaluations, or other reviews of telecommunications services provided by franchisees, licensees, lessees, or other authorized telecommunications service providers.

D. To conduct proceedings, gather information, and grant, revoke, renew, or deny franchises, licenses, leases, and similar agreements for telecommunication services, as authorized by this Agreement.

E. To form and to administer nonprofit corporations to perform any of the obligations conferred upon the Authority, or to perform any proper corporate function, and to enter into agreements with any such nonprofit corporation.

F. To make and to enter into contracts.

G. To employ agents and employees.

H. To acquire, hold, encumber, lease, sell, or otherwise dispose of real or personal property.

I. To sue and be sued.

J. To incur debts, liabilities, or obligations.

K. To make loans.

L. To receive gifts, contributions, and donations of funds, property, services, and other assistance from individuals, firms, corporations, and governmental agencies.

M. To carry out and to enforce all provisions of this Agreement.

N. To exercise all powers that are provided for in the Act.

Section 3. Restrictions on Exercise of Powers. The powers of the Authority must be exercised in the manner prescribed in the Act and are subject, as provided in Section 6509 of the Act, to the restrictions upon the manner of exercising those powers that are imposed upon the City of Cudahy, a general law city, in the exercise of similar powers.

Section 4. Restrictions on Inconsistent Actions. Neither Bell nor Cudahy will adopt any ordinances or resolutions, or take any other actions, that are inconsistent with the purposes and powers set forth in this Agreement or with any action taken by the separate public entity established by this Agreement.

Section 5. Obligations of the Authority. The debts, obligations, and liabilities of the Authority do not constitute

the debts, obligations, or liabilities of Bell or of Cudahy, either individually or collectively.

## ARTICLE II

### CONTINUITY OF THE AUTHORITY AND THE COMMISSION

Section 1. Creation of Authority. Upon the effective date of this Agreement, the previously-established Authority, known as the Bell-Cudahy Cable Television Joint Powers Authority, is redesignated as the Bell-Cudahy Telecommunications Authority ("Authority").

Section 2. Creation of Commission. Upon the effective date of this Agreement, the previously-established Commission, known as the Bell-Cudahy Cable Television Joint Powers Authority Commission, is redesignated as the Bell-Cudahy Telecommunications Authority Commission ("Commission").

Section 3. Continuity of Existence. Notwithstanding the revisions and restatements set forth in this Agreement, the parties intend that the Authority established on June 3, 1985, including its governing Commission, will continue to exist as a public entity separate and apart from Bell and Cudahy. The Commission will continue to administer this Agreement, as revised and restated.

## ARTICLE III

### ADMINISTRATION AND GOVERNANCE BY THE COMMISSION

Section 1. Governance by the Commission. The Authority will be governed by the Commission established under Article II, Section 2 that is identified as the Bell-Cudahy Telecommunications Authority Commission.

Section 2. Membership of the Commission. The Commission will be comprised of five members who will be appointed as follows:

A. Two members of the Commission will be appointed by the City Council of Bell from among its City Councilmembers, and two members of the Commission will be appointed by the City of Cudahy from among its City Councilmembers. These four members of the Commission will, by majority vote, appoint the fifth member of the Commission who will serve at the pleasure of a majority of the other four members.

B. The term of each member of the Commission appointed by Bell and by Cudahy will commence as of May 1 and will continue thereafter for a two-year period and until any successor has been appointed and has qualified; provided,

however, that these appointees will continue to serve staggered terms so that in every even-numbered year Bell and Cudahy will each appoint one member, and in every odd-numbered year Bell and Cudahy will each appoint one member.

C. Members appointed by either City Council may be removed by the appointing authority, and the term of any such appointed member will terminate automatically when the member's term of office on the City Council terminates for any reason. Vacancies on the Commission must be promptly filled, and an appointee to fill a vacancy will serve for the remaining term of the member whose position becomes vacant.

### Section 3. Operation of the Commission.

A. General. For all purposes, the Commission will constitute the policy-making body of the Authority. All of the powers of the Authority will be exercised by and through the Commission, except as may be expressly delegated to others in accordance with this Agreement, the Act, the bylaws, or by direction of the Commission.

B. Rules, Regulations, and Bylaws. The Commission may adopt rules, regulations, and bylaws that are consistent with this Agreement and that provide for the conduct of its meetings and other business, its organization and internal management, and the exercise of its powers under this Agreement.

C. Compensation; Expenses. Commission members may receive reasonable compensation for each meeting of the Commission that is attended. The amount of that compensation will be determined by the Commission from time to time but may not exceed an amount that is usual and customary. Each member of the Commission may be reimbursed for necessary expenses, including travel, incurred in connection with services as a Commission member, in accordance with expense reimbursement policies adopted by resolution of the Commission.

#### D. Meetings of the Commission.

(1) Regular Meetings. Regular meetings of the Commission will be held not less frequently than quarterly on such day and at such time and place as the Commission may fix by resolution from time to time. If any day so fixed falls upon a legal holiday, then the regular meeting will be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Commission need be given to the members.

(2) Special Meetings. Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the California Government Code.

(3) Call, Notice, and Conduct of Meetings. All meetings of the Commission, including without limitation regular

adjourned regular, and special meetings, must be called, noticed, held, and conducted in accordance with the provisions of Sections 54950 et seq. of the California Government Code.

(4) Minutes. The Secretary of the Commission will cause to be kept minutes of the meetings of the Commission, and, as soon as possible after each meeting, will cause a copy of the minutes to be forwarded to each member and to the City Clerk of each of the parties.

(5) Voting. Each member of the Commission will have one vote.

(6) Quorum; Required Votes. Three members present at a meeting of the Commission constitutes a quorum for the transaction of business, provided that at least one member appointed by each of the parties is present. Action may be taken only by a majority of all members of the Commission.

(7) Fiscal Year. The fiscal year of the Authority commences on July 1 of one year and ends on June 30 of the following year.

(8) Ralph M. Brown Act. Meetings of the Commission and of any advisory or other committees that may be appointed by the Commission will be open to the public and subject to all applicable provisions of the Ralph M. Brown Act (California Government Code Section 54950, et seq.)

E. Committees. The Commission may appoint permanent or ad hoc advisory committees to give advice to the Commission on any matters that may be referred to those committees. All committees must have a stated purpose before they are formed. A permanent or ad hoc committee will remain in existence until it is dissolved by the Commission. Qualified persons will be appointed to those committees by the Commission, and each appointee will serve at the pleasure of the Commission. Unless otherwise provided by the Act, this Agreement, the bylaws, or direction of the Commission, committees may be comprised of members of the Commission as well as individuals who are not members of the Commission.

F. Personnel. The Commission is responsible for the regulation of all personnel activities, including but not limited to the selection, recruitment, discipline, and discharge of any Commission staff. The Commission may designate the Executive Director or another person to exercise the authority of the Board to perform any or all of the duties set forth in this paragraph and to take such action as is necessary and appropriate with regard to those duties.

## ARTICLE IV

### OFFICERS, EMPLOYEES, AND AGENTS

Section 1. General. On the annual basis, the Commission will elect a President, Vice President, Secretary, Treasurer, and Controller. The Commission may designate such other subordinate officers as it deems appropriate to exercise the powers and to accomplish the purposes of this Agreement. In addition to the duties set forth below in this Article IV, the officers may perform such additional duties as may be specified by the Commission from time to time. Subject to the restrictions set forth below regarding the Treasurer and the Controller, any number of offices may be held by the same person.

#### Section 2. Duties, Qualifications, and Selection.

A. President. The President will be elected from among the members of the Commission and will preside over and conduct all meetings of the Commission. The President may sign contracts on behalf of the Authority and perform such other duties as may be specified by the Commission.

B. Vice President. The Vice President will be elected from among the members of the Commission and will perform the duties of the President if that officer is absent or unable to act.

C. Secretary. The Secretary will be elected by the Commission, but the individual holding this office need not be a member of the Commission. The Secretary will perform all duties that may be specified by the Commission, including preparation of the minutes of meetings of the Commission and of any advisory committees.

D. Treasurer. The Treasurer will be elected by the Commission and must be an individual holding the position of City Treasurer in either Bell or Cudahy. The duties and responsibilities of the Treasurer include the following:

(1) To act as the depository for and custodian of all funds and accounts of the Authority from whatever source.

(2) To receive and issue receipts for all moneys received by the Authority and to deposit those moneys in the Authority's treasury.

(3) To be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all moneys of the Authority that are in the custody of the Treasurer.

(4) To pay from the moneys of the Authority, upon warrants issued by the Controller, all sums that are due and owing by the Authority.

(5) To verify and to report in writing to the Authority, Bell, and Cudahy on the first day of July, October, January, and April of each year the amount of money held for the account of the Authority, and the aggregate funds received and disbursements made since the previous quarterly report.

E. Controller. The Controller will be elected by the Commission and must be an individual holding the position of Controller or Auditor in the same city where the Treasurer is employed. The Controller is responsible for drawing warrants to pay demands against the Authority after those demands are approved by the Commission or by officers of the Authority to whom the power of approval has been delegated.

F. Executive Director. By a majority vote, the Commission may appoint an Executive Director and may delegate authority to the Executive Director to execute contracts approved by the Board and to perform any duties that are necessary for the day-to-day management and operation of the Authority, including the taking of minutes of Commission meetings. Unless modified by resolution adopted by the Commission, the Executive Director is authorized to approve demands and to issue warrants of \$1,000 or less.

G. General Counsel. The Commission may appoint a General Counsel of the Authority to provide legal advice and to perform such other duties as may be prescribed by the Commission.

H. Other Employees. The Commission may appoint and employ such other employees, consultants, and independent contractors as may be necessary to accomplish the purposes of this Agreement.

I. Removal and Reappointment. Unless otherwise expressly stated in this Agreement, all officers of the Authority will serve at the pleasure of the Commission.

Section 3. Charges for Services of Treasurer and Controller. The city from which the Treasurer and the Controller are selected by the Commission may determine the reasonable charges to be made against the Authority for the services of these two officers.

## ARTICLE V

### TERM; DISPOSITION OF ASSETS

Section 1. Term. This Agreement will continue in full force and effect until the first to occur of the following:

A. The mutual consent of the parties to terminate this Agreement, which consent must be expressed by ordinance or

resolution adopted by the legislative body of each of the parties.

B. The decision of either party to terminate its status as a party to this Agreement, effective as of the end of any fiscal year, subject to compliance with the following conditions:

(1) Written notice of the party's intention to withdraw must be served upon the Commission and upon the City Clerk of the other party no later than April 30 preceding the end of the fiscal year.

(2) The withdrawing party must assume the obligation to pay all costs and expenses relating to the assignment or other disposition by the Authority to both the withdrawing party and to the non-withdrawing party of any then-outstanding franchise, license, lease, or similar agreement previously executed by the Authority and by any cable operator or other telecommunications service provider that authorizes services within the combined corporate limits of Bell and Cudahy.

Section 2. Distribution of Assets. Upon any termination of this Agreement, all surplus funds of the Authority will be distributed to Bell and to Cudahy in proportion to the contributions made by each of them. Similarly, all real and personal property of the Authority will be conveyed or distributed to Bell and to Cudahy in proportion to the contributions made by each of them. Bell and Cudahy will execute any instruments that are necessary to effect any conveyance, transfer, or distribution. In making the computations required under this Section 2, the contributions made by each party will be deemed to consist of the aggregate of all money, property, and the fair market value of services provided by each party during the entire term of this Agreement, commencing on June 3, 1985. Any remaining money or property that is in excess of the contributions made by Bell and Cudahy will be apportioned and distributed to them in accordance with the Accounting Percentages in effect upon the termination of this Agreement, as provided for below in Section 3.

Section 3. Apportionment Percentages. In apportioning and distributing money or property that is in excess of the contributions made by Bell and Cudahy and that remains after termination of this Agreement, "Accounting Percentages" will be calculated and applied as provided for in this Section 3. The Accounting Percentages will be the ratio of the cable television franchise fees, license fees, lease payments, and similar revenues received by the Authority for cable television service and other telecommunications services provided within the respective corporate limits of Bell and of Cudahy, divided by the total franchise fees, license fees, lease payments, and similar revenues received by the Authority for cable television service and other telecommunications services provided within the

combined corporate limits of Bell and Cudahy. This computation will be based upon fees, payments, and other revenues received by the Authority during the period following any immediately preceding computation. Initially, the Apportionment Percentages for both Bell and Cudahy were established at 50 percent. Thereafter, the accounting percentages have been and will continue to be recomputed annually in the month of January, based upon fees, payments, and other revenues received by the Authority as of November 30 of the prior year.

## ARTICLES VI

### REPORTS AND AUDITS

Section 1. Revenue Reports. Reports concerning the gross profits of the Authority will be made on a monthly basis. Gross profits will be calculated by subtracting from the income received by the Authority, including franchise fees and similar payments, all costs and expenses incurred. The resulting profits, if any, will then be apportioned to the parties in accordance with the Accounting Percentages that are set forth in Article V, Section 3.

Section 2. Audits. The Controller of the Authority is authorized to contract with a certified public accountant to conduct an annual audit of the accounts and records of the Authority. The minimum requirements of that audit are those prescribed by the State Controller for special districts under California Government Code Section 26909. The audit must conform to generally accepted auditing standards. A report of that audit must be filed as a public record with Bell and Cudahy and with the Los Angeles County Auditor within 12 months after the end of the fiscal year or years under examination. Any costs of the audit, including contracts with or employment of certified public accountants, will be borne by the Authority and will be a charge against any unencumbered funds of the Authority available for that purpose. By unanimous vote of the Commission, the annual audit may be replaced by an audit that covers a two-year period.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Notices. Any notices required or authorized to be given under this Agreement must be in writing and delivered to the City Clerk of each of the parties at the address of the principal business office listed below, or at such other address as a party may specify in writing to the Authority:

If to Bell:      Office of the City Clerk  
                         6330 Pine Avenue  
                         Bell, California 90201

If to Cudahy: Office of the City Clerk  
5220 Santa Ana Street  
Cudahy, California 90201

Section 2. Governing Law. This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California.

Section 3. Headings. The article, section, and paragraph headings contained in this Agreement are solely to facilitate ease of reference and are not intended to define, limit, or describe the scope of any provision of this Agreement.

Section 4. Consent. Whenever any consent or approval is required by this Agreement, that consent or approval may not be unreasonably withheld.

Section 5. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by all parties to this Agreement, either as required to carry out any of the provisions of this Agreement, or for any other purpose.

Section 6. Enforcement By Authority. The Authority is authorized to take any legal or equitable actions, including but not limited to injunctive relief and specific performance, that may be necessary to enforce this Agreement.

Section 7. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining provisions of this Agreement will not be affected by that determination.

Section 8. Successors. This Agreement is binding upon and inures to the benefit of the successors of the parties. Neither party may assign any right or obligation under this Agreement without the prior written consent of the other party.

Section 9. New Parties. Upon approval by the Commission and by the legislative bodies of each of the parties, additional cities or public agencies may become parties to this Agreement.

Section 10. Execution in Counterparts. This Agreement may be executed by the parties in one or more counterparts, all of which will collectively constitute one document and agreement.

Section 11. Effective Date. This Agreement is effective upon the date that the last of the parties, whether Bell or Cudahy, executes this Agreement.

Section 12. Filing With Secretary of State. The Secretary of the Authority is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its effective date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, the parties have caused this Agreement to be executed and attested by their authorized officers, and have caused their official seals to be affixed, on the day and year that appears under the signature of each of the parties.

ATTEST:

Larry Helwan

(SEAL)

CITY OF CUDAHY

By: [Signature]  
Mayor

Dated: 10-9-00

ATTEST:

[Signature]

(SEAL)

CITY OF BELL

By: [Signature]  
Mayor

Dated: 07-07-00





13C

# AGENDA REPORT

---

MEETING DATE: July 1, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Isabel Birrueta, Assistant City Attorney

TITLE: **Local Firearms Regulations**

---

## RECOMMENDATION:

That the City Council of the City of Cudahy (the "City Council" of the "City") provide direction as to whether it desires the City Attorney to draft an ordinance implementing local firearms regulations for the City and, if so, what specific type(s) of firearms regulations it would like to have included in such ordinance. It is also recommended that City staff provide information to the City Council as to the number of firearms retailers in the City and a breakdown of firearms-related offenses that have occurred in the City within the past 3 years.

## BACKGROUND:

Some members of the City Council have expressed an interest in the City's adoption of local regulations pertaining to local firearms. Article II of Chapter 9.04 (Criminal Code) of the Cudahy Municipal Code proscribes the *discharge* of firearms or other similar devices unless discharged by a police officer, when necessary to protect life or property, or at a shooting range. No other provisions of the Cudahy Municipal Code currently regulate firearms.

## DISCUSSION:

Notwithstanding the United States Constitution Second Amendment's protection of the right of the "people to keep and bear arms," the United States Congress has neither elected to exclusively occupy the field of firearms regulation nor completely abdicate the authority to regulate firearms to the states. Accordingly, there are two independent regulatory schemes for firearms regulation – one at the federal level and one at the state level. A summary of California firearms laws is attached as Attachment 1 to this agenda report.

In California, the Legislature has chosen to preempt discrete areas of gun regulation, permitting local government to tailor firearms legislation in other substantial areas. *Fiscal v. City & County of San Francisco* (2008) 158 Cal.App.4th 895.

State law expressly preempts the following:

- Regulation of the registration or licensing of firearms (Gov. Code, § 53071).

- Manufacture, sale, or possession of imitation firearms (Gov. Code, § 53071.5).
- Restrictions on handgun possession in an individual's home, business, or private property (Pen. Code, § 25605); *Fiscal v. City & County of San Francisco* (2008) 158 Cal.App.4th 895, 905.
- Certain ammunition sales (Pen. Code, §§ 18735, 30210, 30320) (77 Ops.Cal.Atty.Gen 147 – State law preempts city from prohibiting sale of handgun ammunition).

#### **ANALYSIS:**

With regard to local regulation in California, Article XI, Section 7 of the California Constitution provides that “[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with the general laws.” Under this provision, a local government’s police power enables it to protect the welfare of its residents. Such police power includes the regulation of firearms.

Therefore, state law has not preempted the following:

- Local regulations on the display and discharge of firearms by police officers. *Long Beach Police Officers Ass’n v. City of Long Beach* (1976) 61 Cal.App.3d 364.
- Ordinances restricting gun dealerships to commercial areas and requiring land use and police permits. *Suter v. City of Lafayette* (1997) 57 Cal.App.4th 1109.
- Ordinances prohibiting gun or ammunition sales on county property. *Great Western Shows, Inc. v. County of Los Angeles* (2002) 27 Cal.4th 893.

There are also overlapping state and local regulations in which the local regulations have not been preempted:

- Regulation of numerous aspects of registration, possession, and discharge of guns does not preempt local regulation of licensing of guns. *Galvan v. Superior Court* (1969) 70 Cal.2d 851, 859.
- Prohibition on sale of certain handguns not preempted by state firearm regulations. *California Rifle & Pistol Ass’n, Inc. v. City of West Hollywood* (1998) 66 Cal.App.4th 1302.

Two examples of local firearm ordinances are attached for ease of reference as Attachment 2 and Attachment 3 – one from the City of San Diego and one from the City of Pleasant Hill. Provisions in these ordinances provide for such regulation as follows:

- Gun stores cannot locate within 150 feet of a residence; within 500 feet of a park, another gun dealer, a massage parlor or an adult entertainment venue; or within 1,000 feet of a day care or school.
- Store owners and employees must pass a criminal-background check.
- Dealers must install an alarm system and surveillance cameras, and submit an annual report to the police chief detailing compliance with the regulations.

13D

**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 1st day of July 2014.**

\_\_\_\_\_  
Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Carrie Gallagher,  
Interim City Clerk

\_\_\_\_\_  
Rick R. Olivarez, City Attorney

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

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-03 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 1st day of July, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Carrie Gallagher,  
Interim City Clerk

13E

**RESOLUTION NO. 14-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY SUPPORTING PLANS TO DEVELOP THE FIRST COMMUNITY SWIMMING POOL IN THE CITY**

**WHEREAS**, it is important to promote the development of parks, green spaces, and opportunities for community recreation in the City of Cudahy; and

**WHEREAS**, the City of Cudahy is presently the only city in the Southeast Los Angeles region without community swimming facilities available for its residents use and enjoyment; and

**WHEREAS**, community swimming facilities offer a locale for its residents to improve their physical and mental wellbeing while reducing stress and vulnerability to obesity; and

**WHEREAS**, longitudinal studies in communities, neighborhoods, and housing projects have demonstrated that in communities where swimming facilities are promoted, community members report improved self-esteem and reductions in vandalism.

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

SECTION 1. The Cudahy City Council directs City staff to conduct research to determine the projected expenditures to contract with the appropriate professionals capable of developing community swimming facilities for the residents of the City of Cudahy.

SECTION 2. The Cudahy City Council directs City staff to research potential swimming facilities locations within the City of Cudahy, as well as explore grant opportunities and the formation of an ad-hoc committee dedicated to bringing to fruition the development of the first community swimming facility in the City of Cudahy.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 1st day of July, 2014.**

---

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Carrie Gallagher  
Interim City Clerk

\_\_\_\_\_  
Rick Olivarez  
City Attorney

STATE OF CALIFORNIA

)

COUNTY OF LOS ANGELES  
CITY OF CUDAHY

)  
)

SS:

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-42 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 1st day of July, 2014 and that said Resolution was adopted by the following vote to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
Carrie Gallagher,  
Interim City Clerk

13F

**RESOLUTION NO. 14-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ENDORSING SB-935 TO AMEND THE CALIFORNIA STATE MINIMUM WAGE ANNUAL ADJUSTMENT**

**WHEREAS**, it is important that families and workers earn a living wage, and legislative action to further that goal is beneficial; and

**WHEREAS**, a higher minimum wage contributes to increasing the quality of life for residents of both the City of Cudahy and the State of California; and

**WHEREAS**, a higher minimum wage increases consumer purchasing power, increases workers' standards of living, reduces poverty, and stimulates the local and state economy; and

**WHEREAS**, the current Federal hourly minimum wage is \$7.25 and current California state hourly wage is \$8.00; and

**WHEREAS**, the California state hourly minimum wage will increase to \$9.00 on July 1, 2014, and increase to \$10.00 on January 1, 2016; and

**WHEREAS**, the City Council endorses Senate Bill 935, an act to amend Section 1182.12 of the Labor Code, which would increase the State minimum wage on and after January 1, 2015, to not less than \$11 per hour, on and after January 1, 2016, to not less than \$12 per hour, and on and after January 1, 2017, to not less than \$13 per hour.

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

**SECTION 1.** The Cudahy City Council is committed to advancing an improved quality of life for its residents and stimulating the local and state economy;

**SECTION 2.** The Cudahy City Council expresses its support for California State Legislature efforts to amend Section 1182.12 of the Labor Code, which would increase the State minimum wage on and after January 1, 2015, to not less than \$11 per hour, on and after January 1, 2016, to not less than \$12 per hour, and on and after January 1, 2017, to not less than \$13 per hour.

**SECTION 3.** The Cudahy City Council calls on its representatives in the California State Legislature to support Senate Bill 935.

**SECTION 4.** This resolution shall take effect immediately upon its adoption. 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 1st day of July, 2014.**

\_\_\_\_\_  
Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Carrie Gallagher  
Interim City Clerk

\_\_\_\_\_  
Rick Olivarez  
City Attorney

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

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-43 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 1st day of July, 2014 and that said Resolution was adopted by the following vote to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
Carrie Gallagher,  
Interim City Clerk

13G

**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 Campaign Contributions – Limitations
- Sec. 2.54.030 Prohibition Against Solicitation Contributions, Gifts, or Loans.
- Sec. 2.54.040 Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months After Approving a Permit or Decision.
- Sec. 2.54.050 Prohibition Against Solicitation of Contributions and Gifts.
- Sec. 2.54.060 Disclosure on the Record of Contributions.
- Sec. 2.54.070 Referral and Enforcement.
- Sec. 2.54.080 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 Candidate” means any person who is a candidate for member of an elected City office or who is a member of a City office that is subject to a recall election.

“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 Campaign Contributions – Limitations

- A. No Person shall make to any City Candidate, or his or her Campaign Committee, and no such City Candidate or his or her Campaign Committee shall accept from any such Person, a contribution or contributions totaling more than One Thousand Dollars (\$1,000) for any City election.
- B. The provisions of this section shall not apply to a City Candidate’s contribution of his or her personal funds to his or her own campaign,

#### Sec. 2.54.030 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. 2.54.040. Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months 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 Two Hundred Fifty Dollars (\$250) or any aggregation of multiple Contributions, Gifts, or Loans that exceeds Two Hundred Fifty (\$250) from any single Person for a period of three months (3) months 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 or during the time such matters are pending: (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. 2.54.050 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 Disclosure on the Record of Contributions.

Prior to rendering any decision in a proceeding involving the award, to a Person, of a contract to provide services, goods, or equipment to the City or the award, to a Person, of a municipal franchise agreement, each City Official participating in such proceeding, who received a contribution from such Person, shall disclose verbally on the record the amount of contributions received from such Person within the preceding twelve (12) months.

#### Sec.2.54.070 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. 2.54.080 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 1st day of July, 2014.

13H

**RESOLUTION NO.14-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REGARDING THE VIDEO RECORDING OF SPECIAL AND REGULAR CITY COUNCIL MEETINGS**

WHEREAS, the City Council of the City of Cudahy ("City Council") recognizes that not all members of the public are able to attend special and regular City Council meetings in person; and

WHEREAS, the City Council believes in the importance of transparent government and members of the public having timely access to the information and perspectives shared at City Council meetings; and

WHEREAS, in this age of technology and internet access, the City Council believes members of the public would benefit from the opportunity to view special and regular City Council meetings online; and

WHEREAS, the City has determined that there are methods and means of live streaming and/or posting video recordings of City Council meetings on the internet that would be of relatively low cost to the City and high value to members of the public; and

WHEREAS, the City desires to implement a practice whereby all special and regular meetings of the City Council are recorded and available online for a period of time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

**SECTION 1.** The facts set forth in the recitals above are true and correct.

**SECTION 2.** The Special and Regular Meetings of the City Council shall be video recorded by City staff.

**SECTION 3.** City Council hereby directs City staff to determine a low cost option of posting City Council meeting video recordings and/or live video streaming City Council meetings on the Internet so that these meetings may be viewed online by members of the public. Any option chosen by City staff must be able to be performed according to and within the constraints of the City budget. If City staff are not able to find a viable option whereby video of City Council meetings may be streamed live, City staff shall post a video recording of the meeting online within 72 hours of the conclusion of the meeting. Information and instructions on how to view City Council meetings shall be posted on the City website.

**SECTION 4.** The City shall retain and make available video recordings of City Council meetings for a period of time in a manner that is consistent with the requirements of California Public Records Act (Government Code section 6250 et. seq.), Government

Code section 34090, and the City's Policy for Retention and Destruction of Records (Resolution No. 12-18).

**SECTION 5.** 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 the regular meeting of this 1st day of July, 2014.

---

Chris Garcia,  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

Carrie Gallagher,  
Interim City Clerk

---

Rick Olivarez,  
City Attorney

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

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.14-45 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 1<sup>st</sup> day of July, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Carrie Gallagher, Interim City Clerk

131

**RESOLUTION NO.14-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY CALIFORNIA REGARDING THE CITY ATTORNEY OFFICE'S REVIEW OF ALL REQUESTS FOR PROPOSALS AND CONTRACTS PRIOR TO PRESENTATION TO CITY COUNCIL**

WHEREAS, the City Council of the City of Cudahy ("City Council") believes that the timely review of City contracts and Requests for Proposals by the City Attorney's Office, in consultation with City staff, prior to such contracts being brought before the City Council, is beneficial and helpful to the City Council in making efficient informed decisions; and

WHEREAS, the City Council recognizes that there have been times when contracts have come before the City Council which have not yet been reviewed by the City Attorney's Office, resulting in delays to the execution of those contracts; and

WHEREAS, for the purpose of efficiency and to prevent potential legal issues with City-issued Requests for Proposals and Contracts/Agreements, the City of Cudahy ("City") would like to implement a policy and practice whereby all such documents are submitted to the City Attorney's Office prior to being presented to City Council (or, in the case of Requests for Proposals, prior to being posted/sent out) for review and consultation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

**SECTION 1.** The facts set forth in the recitals above are true and correct.

**SECTION 2.** City staff members are hereby required to submit all contracts, agreements, and any amendments and addendums thereto, to the City Attorney's Office for review and consultation fourteen (14) to seven (7) calendar days before the contract, agreement, amendment, or addendum is scheduled to be submitted for the City Council agenda.

**SECTION 3.** If the contract, agreement, amendment or addendum does not require City Council consideration and/or approval, City staff members are hereby required to submit the contract, agreement, amendment or addendum to the City Attorney's Office fourteen (14) to seven (7) calendar days prior to the anticipated execution date of said document.

**SECTION 4.** City staff members are hereby required to submit all drafts or requests for Formal Bid Solicitation Letters, Requests for Proposals and Requests for Qualifications to the City Attorney's Office for review and consultation at least thirty (30) calendar days before such document is scheduled to be sent out and/or posted. In no event may a draft or request for Formal Bid Solicitation Letters, Requests for Proposals and

Requests for Qualifications be submitted to the City Attorney's Office less than fourteen (14) calendar days before such document is scheduled to be sent out and/or posted without permission of the City Manager or his/her designee.

**SECTION 5.** Exceptions to the 7-day deadline of Sections 2 through 3 above shall only be permitted in special circumstances, where factors beyond the City staff member's control made it impossible or impractical to submit the document to the City Attorney's Office before the 7-day deadline.

**SECTION 6.** This Resolution shall take effect immediately upon its adoption. 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 the regular meeting of this 1st day of July, 2014.

---

Chris Garcia,  
Mayor

ATTEST:

APPROVED AS TO FORM:

---

Carrie Gallagher,  
Interim City Clerk

---

Rick Olivarez,  
City Attorney

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

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.14-46 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 1<sup>st</sup> day of July, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Carrie Gallagher, Interim City Clerk