

Elizabeth Alcantar, Mayor  
Jose R. Gonzalez, Vice Mayor  
Chris Garcia, Council Member  
Jack M. Guerrero, Council Member  
Blanca Lozoya, Council Member



**REMOTE TELECONFERENCE AND ELECTRONICALLY**

This meeting will be conducted telephonically and electronically pursuant to the State of California Executive Order No. 29-20.

**Teleconference Phone Number:**

1 (253) 215-8782

**Meeting ID:** 879 7343 4805

<https://us02web.zoom.us/j/87973434805>

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## **AGENDA**

**A REGULAR MEETING  
OF THE CUDAHY CITY COUNCIL  
and JOINT MEETING of the  
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY  
TO THE CUDAHY DEVELOPMENT COMMISSION  
Tuesday, July 21, 2020 – 6:30 P.M.**

Written materials distributed to the City Council within 72 hours of the City Council meeting shall be available for public inspection at [www.cityofcudahy.com](http://www.cityofcudahy.com)

*In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.*

### **Rules of Decorum**

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screaming or yelling during another audience member's public comments period;
- Profane language directed at individuals in the meeting room;
- Throwing objects at other individuals in the meeting room;
- Verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted three-minute public comment period granted.

When a person's or group's conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room. Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403.)

**1. CALL TO ORDER**

**2. ROLL CALL**

Council / Agency Member Garcia  
Council / Agency Member Guerrero  
Council / Agency Member Lozoya  
Vice Mayor / Vice Chair Gonzalez  
Mayor / Chair Alcantar

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS**

**5. PUBLIC COMMENTS**

(Each member of the public may provide a public comment telephonically or electronically if he or she wishes to address the City Council. Members of the public are permitted to speak for three (3) minutes concerning items under the City Council's jurisdiction, including items on the agenda and closed session items.)

(Any person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. (Pen. Code, § 403).)

**6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS** (Each Council Member is limited to three minutes.)

(This is the time for the City Council / Agency 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 Council / Agency Member 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.)

**7. CITY MANAGER REPORT (information only)**

**8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS**

## 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 / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.)  
(COUNCIL / AGENCY)

**Recommendation:** Approve the Waiver of Full Reading of Resolutions and Ordinances.

## 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.)

### A. Approval of the Local Agency Investment Fund (LAIF) for the Month of May 2020 *(page 9)*

Presented by Finance Director

**Recommendation:** The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of May 2020 in the amount of \$7,607,124.65.

### B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of May 2020 *(page 13)*

Presented by Finance Director

**Recommendation:** The City Council is requested to approve the Demands and Payroll in the amount of \$1,351,124.66 including Cash and Investment Report by Fund for the month of May 2020.

### C. Consideration to Review and Approve the Draft Minutes of July 7, 2020, and for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission *(page 31)*

Presented by Assistant City Clerk

**Recommendation:** The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for July 7, 2020.

### D. Consideration to Approve Resolution No. 20-26 Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions *(page 43)*

Presented by City Manager's Office

**Recommendation:** The City Council is requested to approve Resolution No. 20-26, supporting balanced energy solutions and maintaining local control of energy solutions.

- E. Adoption of a Proposed Resolution No. 20-27 Amending the Standard Order of Business for all City Council Meetings (*page 47*)

Presented by City Attorney's Office

**Recommendation:** The City Council is requested to adopt a proposed Resolution No. 20-27, amending the standard order of business for all City Council meetings.

## 11. PUBLIC HEARING - NONE

## 12. BUSINESS SESSION

- A. Consideration to Approve a Legal Services Agreement (PSA) with Liebert Cassidy Whitmore (LCW) for Employment Matters (*page 61*)

Presented by City Human Resources Manager

**Recommendation:** The City Council is requested to approve a Fourth Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore (LCW) for employment related matters (July 1, 2020 through June 30, 2021).

- B. Consideration to approve a Professional Services Agreement and Community Development Block Grant Program Subrecipient Agreement between the City of Cudahy and the Young Men's Christian Association (YMCA) for Continuing Youth Sports Services and Distance Learning (*page 83*)

Presented by Parks and Recreation Coordinator

**Recommendation:** The City Council is requested to approve a Professional Services Agreement and Community Development Block Grant Program Subrecipient Agreement between the City of Cudahy and the YMCA to continue to provide youth sports services, and distance learning.

## 13. COUNCIL DISCUSSION - NONE

### RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the

closed session agenda. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then rejoin the proceedings.

#### 14. CLOSED SESSION

##### DELIBERATING AS CUDAHY SUCCESSOR AGENCY

###### A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 1 Elizabeth Street Residential  
Property 5256 Elizabeth Street APN: 6224-001-014  
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer Under Negotiation: Price and Terms

###### B. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 2 Atlantic Avenue/Santa Ana Street Commercial  
Property 4734 Santa Ana Street APN: 6224-018-008  
8110 South Atlantic Avenue APN: 6224-018-071  
8100 South Atlantic Avenue APN: 6224-018-068  
Santa Ana Street APN: 6224-018-070  
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer Under Negotiation: Price and Terms

###### C. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 3 Santa Ana Street Residential  
Property 4610 Santa Ana Street APN: 6224-019-014

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer Under Negotiation: Price and Terms

D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 4 Atlantic Avenue/Cecilia Street Commercial  
Property 8135 South Atlantic Avenue APN: 6224-022-001  
4629 Cecilia Street APN: 6224-022-004  
8201 South Atlantic Avenue APN: 6224-022-002  
8221 South Atlantic Avenue APN: 6224-022-012  
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 5 Atlantic Avenue/Patata Street Commercial  
Property 4819 Patata Street APN: 6224-034-014  
8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040  
Patata Street APN: 6224-034-041

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 6 Atlantic Avenue/Clara Street Commercial  
Property 4613 Clara Street APN: 6226-022-002  
7660 South Atlantic Avenue APN: 6226-022-008  
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020  
7638 South Atlantic Avenue APN: 6226-022-023  
7644 South Atlantic Avenue APN: 6226-022-022  
No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer Under Negotiation: Price and Terms

G. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Properties:

- 8100 Atlantic Ave., 4720 Santa Ana St., 8110 Atlantic Ave., 4734 Santa Ana St. (APN 6224-018-068, 069, 070, 071, 008)
- 8135 Atlantic Ave., 4629 Cecilia St., 8201 S. Atlantic, 4633 Cecilia St., 8221 S. Atlantic Ave. (APN 6224-022-001, 004, 002, 003, 012)
- 4819 Patata, 8420 S. Atlantic Ave. (APN 6224-034-014, 032, 040, 041)
- 4613/4615 Clara St., 7630 Atlantic Blvd., 7660 Atlantic Blvd., 7638 Atlantic Blvd., 7644 Atlantic Blvd. (APN 6226-022-002, 019, 020, 008, 021, 022, 023, 024)
- 4610 Santa Ana St. (APN 6224-019-014)

City Negotiators: Interim City Manager, Henry Garcia and City  
Attorney Negotiating Parties: Cudahy LF, LLC  
Under Negotiation: Price and terms of payment

**DELIBERATING AS CITY COUNCIL**

- H. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – One Matter

**RECONVENE TO OPEN SESSION**

**15. CLOSED SESSION ANNOUNCEMENT**

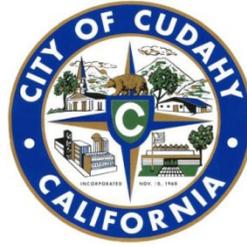
**16. ADJOURNMENT**

I, Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 17<sup>th</sup> day of July 2020

  
Richard Iglesias  
Assistant City Clerk

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# Item Number 10A

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## STAFF REPORT

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**Date:** July 21, 2020  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Henry Garcia, interim City Manager/Executive Director  
By: Steven Dobrenen, Finance Director  
**Subject:** **Approval of the Local Agency Investment Fund (LAIF) for the Month of May 2020**

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### **RECOMMENDATION**

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of May 2020 in the amount of \$7,607,124.65.

### **BACKGROUND**

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.
2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California's local governments and special districts. The LAIF continues today under State Treasurer Fiona Ma's administration.
3. On May 1, 2020, the balance in LAIF was \$6,607,124.65 (See Attachment).
4. In May 2020, \$1,000,000 was transferred to LAIF from the City's General Bank Account. (See Attachment).
5. On May 31, 2020, the balance in LAIF was \$7,607,124.65 (See Attachment).

## **ANALYSIS**

The voluntary program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian.

Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."

## **CONCLUSION**

Once the City Council approves the May 2020 LAIF, the LAIF ending balance of \$7,607,124.65 may be relied upon when determining whether or not there are sufficient funds available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

## **FINANCIAL IMPACT**

None

## **ATTACHMENT**

Local Agency Investment Fund (LAIF) Balance

**LOCAL AGENCY INVESTMENT FUND**

General Account - City #98-19-225

Beginning Balance as of	May 01, 2020	\$6,607,124.65
Transfer from City operating account		1,000,000.00
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Ending Balance as of	May 31, 2020	\$7,607,124.65
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# Item Number 10B

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## STAFF REPORT

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**Date:** July 21, 2020

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Henry Garcia, Interim City Manager/Executive Director  
By: Steven Dobrenen, Finance Director

**Subject:** **Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of May 2020**

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### RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$1,351,124.66 including Cash and Investment Report by Fund for the month of May 2020.

### BACKGROUND

1. On December 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicating, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."
2. On May 2020, the following demands and payroll have been audited by the Finance Department:

Demands	\$ 1,214,603.89 (Attachment A)
Payroll Warrants	\$ 68,421.45 (Attachment B)
	<u>\$ 68,099.32 (Attachment B)</u>
<b>Total:</b>	<b>\$ 1,351,124.66</b>

## **ANALYSIS**

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund May 2020 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of May 2020, (Attachment D) a summary of cash received and disbursed by month during Fiscal Year (FY) 2019-20, and (Attachment E) a summary of cash received and disbursed by month during FY 2018-19.

Cudahy Municipal Code Section 3.04.070 indicates, "...Budgeted demands paid by warrant prior to audit by the council shall be presented to the council for ratification and approval..."

## **CONCLUSION**

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval in accordance with Cudahy Municipal Code Section 3.04.070.

## **FINANCIAL IMPACT**

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of \$1,351,124.66 were distributed between the funds of the City.

## **ATTACHMENTS**

- A. Check Register Report
- B. Payroll Warrants including payroll taxes and insurance premiums
- C. Cash and Investment Report by Fund May 2020
- D. Summary of Cash Receipt / Disbursement by Month FY 2019-20
- E. Summary of Cash Receipt / Disbursement by Month FY 2018-19

Check Register Report

Attachment A

Date: 07/16/2020

Time: 5:54 pm

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
50973	05/12/2020	9991 Printed	TRANSTECH ENGINEERING, INC. CM PHASE HSIP-6	14,260.50 0.00	14,260.50

Ref#	GL Number	Gross	Discount	Amount
34355	235-7087-6725.000	798.00	0.00	798.00
34356	235-7087-6725.000	2,319.25	0.00	2,319.25
34357	235-7087-6725.000	204.75	0.00	204.75
34358	235-7105-6720.000	4,500.00	0.00	4,500.00
34359	235-7105-6720.000	5,562.50	0.00	5,562.50
34360	235-7105-6720.000	876.00	0.00	876.00

Check Amount 14,260.50

50974	05/12/2020	9951 Printed	WILLDAN PLANNING SERVICES	19,293.00 0.00	19,293.00
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Ref#	GL Number	Gross	Discount	Amount
34353	001-4215-6760.000	3,193.50	0.00	3,193.50
34361	001-4215-6720.000	16,099.50	0.00	16,099.50

Check Amount 19,293.00

50975	05/12/2020	10401 Printed	WILLDAN FINANCIAL SERVICES DIF STUDY, COST ALLOC PLAN	6,870.00 0.00	6,870.00
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Ref#	GL Number	Gross	Discount	Amount
34354	001-4151-6720.000	6,870.00	0.00	6,870.00

Check Amount 6,870.00

50976	05/19/2020	1778 Printed	ALL CITY MANAGEMENT SCHOOL CRSING GUARD MAR 20	1,313.78 0.00	1,313.78
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Ref#	GL Number	Gross	Discount	Amount
34400	201-4520-6730.000	1,313.78	0.00	1,313.78

Check Amount 1,313.78

50977	05/19/2020	7995 Printed	AMERICAN CITY PEST & TERMITE PEST CONTROL SVS APR 2020	430.50 0.00	430.50
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Ref#	GL Number	Gross	Discount	Amount
34362	001-4020-6720.000	113.50	0.00	113.50
34363	001-4020-6720.000	131.50	0.00	131.50
34364	001-4020-6720.000	185.50	0.00	185.50

Check Amount 430.50

50978	05/19/2020	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE APR 2020	123.44 0.00	123.44
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Ref#	GL Number	Gross	Discount	Amount
34401	001-4020-6390.000	42.44	0.00	42.44
34402	001-4020-6390.000	40.50	0.00	40.50
34403	001-4020-6390.000	40.50	0.00	40.50

Check Amount 123.44

50979	05/19/2020	10133 Printed	AVANT-GARDE, INC. FUNDING COMPLIANCE SVCS MAR 20	3,830.00 0.00	3,830.00
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Ref#	GL Number	Gross	Discount	Amount
34365	510-7116-6720.000	1,235.00	0.00	1,235.00
34365	510-4620-6720.000	1,056.25	0.00	1,056.25
34365	001-4210-6720.000	1,538.75	0.00	1,538.75

Check Amount 3,830.00

Check Register Report

Date: 07/16/2020

Time: 5:54 pm

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date	Reconcile Date	Vendor#	Vendor Name	Gross	Amount
	Void/Stop Date		Status	Check Description	Discount	

Ref#	GL Number	Gross	Discount	Amount
34366	001-4350-6210.000	369.00	0.00	369.00

				Check Amount		369.00
50981	05/19/2020		4546	CENTRAL BASIN MUNICIPAL WATER		532.90
			Printed	RECYCLE WTR SVC FEB-MAR 2020		0.00

Ref#	GL Number	Gross	Discount	Amount
34367	001-4020-6395.000	532.90	0.00	532.90

				Check Amount		532.90
50982	05/19/2020		10517	DELL FINANCIAL SERVICES LLC		2,353.36
			Printed	COMPUTER LEASES - JUNE 2020		0.00

Ref#	GL Number	Gross	Discount	Amount
34368	001-4020-6910.000	625.18	0.00	625.18
34369	001-4020-6910.000	551.50	0.00	551.50
34426	001-4020-6910.000	625.18	0.00	625.18
34427	001-4020-6910.000	551.50	0.00	551.50

				Check Amount		2,353.36
50983	05/19/2020		10575	ELENA'S GARMENT INC.		100.00
			Printed	CLOTH MASKS FOR CITY EMPL		0.00

Ref#	GL Number	Gross	Discount	Amount
34404	001-4020-6080.000	100.00	0.00	100.00

				Check Amount		100.00
50984	05/19/2020		10179	EMPIRE CLEANING SUPPLY		2,701.15
			Printed	Janitorial Supplies		0.00

Ref#	GL Number	Gross	Discount	Amount
34370	001-4020-6080.000	1,205.53	0.00	1,205.53
34371	001-4020-6080.000	13.86	0.00	13.86
34372	001-4020-6080.000	449.73	0.00	449.73
34373	001-4020-6080.000	22.60	0.00	22.60
34374	001-4020-6080.000	1,009.43	0.00	1,009.43

				Check Amount		2,701.15
50985	05/19/2020		10485	ENTERPRISE FM TRUST		3,856.35
			Printed	FORD VEHICLE LEASE MAY 2020		0.00

Ref#	GL Number	Gross	Discount	Amount
34375	201-4425-6393.000	2,599.98	0.00	2,599.98
34375	257-4780-6393.000	1,256.37	0.00	1,256.37

				Check Amount		3,856.35
50986	05/19/2020		9983	FIESTA TAXI COOPERATIVE, INC.		10,855.49
			Printed	SENIOR FOOD DELIVERY		0.00

Ref#	GL Number	Gross	Discount	Amount
34376	252-4750-6780.000	7,703.98	0.00	7,703.98
34405	254-4755-6780.000	3,151.51	0.00	3,151.51

				Check Amount		10,855.49
50987	05/19/2020		7046	FRANCHISE TAX BOARD		10.00
			Printed	CUDAHY YOUTH FNDN RETURN		0.00

Ref#	GL Number	Gross	Discount	Amount
34406	710-6010-6376.000	10.00	0.00	10.00

Check Register Report

Date: 07/16/2020

Time: 5:54 pm

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Reconcile Date Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
50988	05/19/2020	10579 Printed	GUDELIA NARVARDO REFUND PRESALE INSPECTION	255.00 0.00	255.00															
				Check Amount	255.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34425</td> <td>001-0000-4191.000</td> <td>255.00</td> <td>0.00</td> <td>255.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34425	001-0000-4191.000	255.00	0.00	255.00					
Ref#	GL Number	Gross	Discount	Amount																
34425	001-0000-4191.000	255.00	0.00	255.00																
50989	05/19/2020	10053 Printed	HAULAWAY STORAGE CONTAINERS 21 Ft. Storage Container Rent	74.20 0.00	74.20															
				Check Amount	74.20															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34377</td> <td>001-4020-6970.000</td> <td>74.20</td> <td>0.00</td> <td>74.20</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34377	001-4020-6970.000	74.20	0.00	74.20					
Ref#	GL Number	Gross	Discount	Amount																
34377	001-4020-6970.000	74.20	0.00	74.20																
50990	05/19/2020	2139-2 Printed	HDL COREN & CONE CONTRACT SVC APR-JUNE 2020	1,369.81 0.00	1,369.81															
				Check Amount	1,369.81															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34378</td> <td>001-4151-6720.000</td> <td>1,369.81</td> <td>0.00</td> <td>1,369.81</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34378	001-4151-6720.000	1,369.81	0.00	1,369.81					
Ref#	GL Number	Gross	Discount	Amount																
34378	001-4151-6720.000	1,369.81	0.00	1,369.81																
50991	05/19/2020	9723 Printed	IT SYSTEM HOUSE, LLC IT OUTSOURCING FEE	3,200.00 0.00	3,200.00															
				Check Amount	3,200.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34407</td> <td>001-4020-6720.000</td> <td>3,200.00</td> <td>0.00</td> <td>3,200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34407	001-4020-6720.000	3,200.00	0.00	3,200.00					
Ref#	GL Number	Gross	Discount	Amount																
34407	001-4020-6720.000	3,200.00	0.00	3,200.00																
50992	05/19/2020	8057 Printed	KONICA MINOLTA BUSINESS BIZHUB 552 Copier Lease	297.49 0.00	297.49															
				Check Amount	297.49															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34379</td> <td>001-4020-6014.000</td> <td>297.49</td> <td>0.00</td> <td>297.49</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34379	001-4020-6014.000	297.49	0.00	297.49					
Ref#	GL Number	Gross	Discount	Amount																
34379	001-4020-6014.000	297.49	0.00	297.49																
50993	05/19/2020	10542 Printed	MV CHENG & ASSOCIATES INC. Senior Accountant;Payroll Tech	16,043.75 0.00	16,043.75															
				Check Amount	16,043.75															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34380</td> <td>001-4155-6720.000</td> <td>16,043.75</td> <td>0.00</td> <td>16,043.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34380	001-4155-6720.000	16,043.75	0.00	16,043.75					
Ref#	GL Number	Gross	Discount	Amount																
34380	001-4155-6720.000	16,043.75	0.00	16,043.75																
50994	05/19/2020	7014 Printed	NATIONWIDE ENVIRONMENTAL SWEEPING SERVICES MAR 2020	16,416.00 0.00	16,416.00															
				Check Amount	16,416.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34409</td> <td>201-4425-6778.000</td> <td>8,208.00</td> <td>0.00</td> <td>8,208.00</td> </tr> <tr> <td>34410</td> <td>201-4425-6778.000</td> <td>8,208.00</td> <td>0.00</td> <td>8,208.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34409	201-4425-6778.000	8,208.00	0.00	8,208.00	34410	201-4425-6778.000	8,208.00	0.00	8,208.00
Ref#	GL Number	Gross	Discount	Amount																
34409	201-4425-6778.000	8,208.00	0.00	8,208.00																
34410	201-4425-6778.000	8,208.00	0.00	8,208.00																
50995	05/19/2020	1978-2 Printed	OFFICE DEPOT OFFICE SUPPLIES	71.63 0.00	71.63															
				Check Amount	71.63															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34411</td> <td>001-4020-6080.000</td> <td>33.05</td> <td>0.00</td> <td>33.05</td> </tr> <tr> <td>34411</td> <td>001-4020-6014.000</td> <td>38.58</td> <td>0.00</td> <td>38.58</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	34411	001-4020-6080.000	33.05	0.00	33.05	34411	001-4020-6014.000	38.58	0.00	38.58
Ref#	GL Number	Gross	Discount	Amount																
34411	001-4020-6080.000	33.05	0.00	33.05																
34411	001-4020-6014.000	38.58	0.00	38.58																
50996	05/19/2020	10436 Printed	ONTARIO REFRIGERATION MNTNCE SVC PRGM APR-JUN 2020	2,145.00 0.00	2,145.00															
				Check Amount	2,145.00															



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Check Number	Check Date	Reconcile Date	Vendor#	Vendor Name	Gross	Amount
	Void/Stop Date		Status	Check Description	Discount	

Ref#	GL Number	Gross	Discount	Amount
34391	001-4410-6040.000	31.26	0.00	31.26
34391	201-4425-6040.000	61.91	0.00	61.91
34408	201-4425-6040.000	386.46	0.00	386.46
34408	001-4530-6040.000	35.05	0.00	35.05
34414	201-4425-6040.000	186.94	0.00	186.94
34414	001-4530-6040.000	51.68	0.00	51.68

Check Amount 753.30

51004	05/19/2020		5737	SOUTH COAST A.Q.M.D.	137.63	137.63
			Printed	AQMD FEE JUL 19 TO JUN 20	0.00	

Ref#	GL Number	Gross	Discount	Amount
34415	001-4410-6770.000	137.63	0.00	137.63

Check Amount 137.63

51005	05/19/2020		8363	TIME WARNER CABLE	293.95	293.95
			Printed	INTERNET SVC 4/34-5/22/20	0.00	

Ref#	GL Number	Gross	Discount	Amount
34392	001-4020-6396.000	106.98	0.00	106.98
34416	001-4020-6396.000	89.99	0.00	89.99
34417	001-4020-6396.000	96.98	0.00	96.98

Check Amount 293.95

51006	05/19/2020		0078	TRACT 349 MUTUAL WATER CO	600.53	600.53
			Printed	WATER BILLING 2/15-4/15-20	0.00	

Ref#	GL Number	Gross	Discount	Amount
34418	201-4425-6395.000	600.53	0.00	600.53

Check Amount 600.53

51007	05/19/2020		9991	TRANSTECH ENGINEERING, INC.	48,466.43	48,466.43
			Printed	BLDG PLAN CKS 1/31/20	0.00	

Ref#	GL Number	Gross	Discount	Amount
34419	001-4215-6720.000	4,531.05	0.00	4,531.05
34420	001-4215-6720.000	2,557.54	0.00	2,557.54
34421	001-4215-6720.000	27,968.78	0.00	27,968.78
34422	001-4215-6720.000	13,409.06	0.00	13,409.06

Check Amount 48,466.43

51008	05/19/2020		2859	UNDERGROUND SERVICE ALERT-SC	191.81	191.81
			Printed	NEW TICKET CHRGS MAY 20	0.00	

Ref#	GL Number	Gross	Discount	Amount
34393	201-4425-6735.000	19.09	0.00	19.09
34394	201-4425-6735.000	49.60	0.00	49.60
34395	201-4425-6735.000	57.85	0.00	57.85
34396	201-4425-6735.000	34.75	0.00	34.75
34397	201-4425-6735.000	15.26	0.00	15.26
34398	201-4425-6735.000	15.26	0.00	15.26

Check Amount 191.81

51009	05/19/2020		10578	VALBRIDGE PROPERTY ADVISORS	18,900.00	18,900.00
			Printed	PROPERTY APPRAISALS	0.00	

Ref#	GL Number	Gross	Discount	Amount
34423	001-4930-6724.000	18,900.00	0.00	18,900.00

Check Amount 18,900.00



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Check Number	Check Date	Reconcile Date	Vendor#	Vendor Name	Gross	Discount	Amount
Void/Stop Date	Status	Check Description					
	34436	001-4216-6745.000		6,500.00	0.00	6,500.00	
				Check Amount		12,953.87	
51019	05/19/2020		10053	HAULAWAY STORAGE CONTAINERS	74.20		74.20
			Printed	STORAGE RNTL 4/1/-4/28/20		0.00	
	Ref#	GL Number		Gross	Discount	Amount	
	34448	001-4020-6970.000		74.20	0.00	74.20	
				Check Amount		74.20	
51020	05/19/2020		0197	LA COUNTY SHERIFF'S DEPARTMENT	3,503.55		3,503.55
			Printed	PRPTY MNTCE 2/06 TO 2/25/20		0.00	
	Ref#	GL Number		Gross	Discount	Amount	
	34437	270-4501-6763.000		3,503.55	0.00	3,503.55	
				Check Amount		3,503.55	
51021	05/19/2020		5549-1	MARIA JENNIFER	7,140.00		7,140.00
			Printed	EDUC REIMB SPRING 2020		0.00	
	Ref#	GL Number		Gross	Discount	Amount	
	34445	001-4015-6392.000		7,140.00	0.00	7,140.00	
				Check Amount		7,140.00	
51022	05/19/2020		10483	PRESS-TELEGRAM	9,358.64		9,358.64
			Printed	CLASSIFIED ADS MAR 2, 2020		0.00	
	Ref#	GL Number		Gross	Discount	Amount	
	34454	251-7084-6725.000		1,395.96	0.00	1,395.96	
	34454	251-7027-6725.000		1,250.00	0.00	1,250.00	
	34454	253-7115-6725.000		1,250.00	0.00	1,250.00	
	34454	253-7102-6725.000		1,250.00	0.00	1,250.00	
	34455	001-4008-6310.000		492.78	0.00	492.78	
	34455	001-4008-6310.000		517.40	0.00	517.40	
	34455	001-4008-6310.000		935.94	0.00	935.94	
	34455	001-4008-6310.000		517.40	0.00	517.40	
	34455	001-4008-6310.000		492.78	0.00	492.78	
	34455	001-4008-6310.000		443.54	0.00	443.54	
	34455	001-4008-6310.000		812.84	0.00	812.84	
				Check Amount		9,358.64	
51023	05/19/2020		0070	SOUTHERN CALIFORNIA EDISON	27,619.81		27,619.81
			Printed	Service Period 2/19 - 3/19/202		0.00	
	Ref#	GL Number		Gross	Discount	Amount	
	34449	350-4430-6318.000		7.12	0.00	7.12	
	34449	001-4020-6318.000		29.82	0.00	29.82	
	34450	350-4430-6318.000		8.30	0.00	8.30	
	34450	201-4420-6318.000		368.31	0.00	368.31	
	34450	001-4020-6318.000		2,966.09	0.00	2,966.09	
	34451	001-4020-6318.000		2,935.65	0.00	2,935.65	
	34451	350-4430-6318.000		7,347.48	0.00	7,347.48	
	34451	201-4420-6318.000		111.41	0.00	111.41	
	34451	001-4020-6318.000		1,543.48	0.00	1,543.48	
	34452	001-4020-6318.000		2,935.65	0.00	2,935.65	
	34452	350-4430-6318.000		7,078.35	0.00	7,078.35	
	34452	201-4420-6318.000		130.64	0.00	130.64	
	34452	001-4020-6318.000		2,157.51	0.00	2,157.51	
				Check Amount		27,619.81	
51024	05/19/2020		5453	SWRCB ACCOUNTING OFFICE	2,625.00		2,625.00



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Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
					Check Amount	430.50															
51030	05/28/2020		0057-2 Printed	AT & T PHONE SERVICE CHRG LAND LINE APR-MAY 2020	765.56 0.00	765.56															
					Check Amount	765.56															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34460</td> <td>001-4020-6390.000</td> <td>765.56</td> <td>0.00</td> <td>765.56</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34460	001-4020-6390.000	765.56	0.00	765.56					
Ref#	GL Number	Gross	Discount	Amount																	
34460	001-4020-6390.000	765.56	0.00	765.56																	
51031	05/28/2020		10133 Printed	AVANT-GARDE, INC. FNDNG COMPL SVCS APR 2020	2,500.00 0.00	2,500.00															
					Check Amount	2,500.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34494</td> <td>510-7116-6720.000</td> <td>1,056.25</td> <td>0.00</td> <td>1,056.25</td> </tr> <tr> <td>34494</td> <td>001-4210-6720.000</td> <td>1,443.75</td> <td>0.00</td> <td>1,443.75</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34494	510-7116-6720.000	1,056.25	0.00	1,056.25	34494	001-4210-6720.000	1,443.75	0.00	1,443.75
Ref#	GL Number	Gross	Discount	Amount																	
34494	510-7116-6720.000	1,056.25	0.00	1,056.25																	
34494	001-4210-6720.000	1,443.75	0.00	1,443.75																	
51032	05/28/2020		10013 Printed	CENTRAL FORD OIL CHANGE UNIT #22 MAY 2020	300.10 0.00	300.10															
					Check Amount	300.10															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34461</td> <td>001-4530-6394.000</td> <td>205.22</td> <td>0.00</td> <td>205.22</td> </tr> <tr> <td>34462</td> <td>001-4530-6394.000</td> <td>94.88</td> <td>0.00</td> <td>94.88</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34461	001-4530-6394.000	205.22	0.00	205.22	34462	001-4530-6394.000	94.88	0.00	94.88
Ref#	GL Number	Gross	Discount	Amount																	
34461	001-4530-6394.000	205.22	0.00	205.22																	
34462	001-4530-6394.000	94.88	0.00	94.88																	
51033	05/28/2020		6045 Printed	CONTRERAS GARDEN SUPPLY ENGINE - HEDGE TRIM MAY 2020	903.00 0.00	903.00															
					Check Amount	903.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34463</td> <td>001-4410-6770.000</td> <td>554.00</td> <td>0.00</td> <td>554.00</td> </tr> <tr> <td>34464</td> <td>001-4410-6770.000</td> <td>349.00</td> <td>0.00</td> <td>349.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34463	001-4410-6770.000	554.00	0.00	554.00	34464	001-4410-6770.000	349.00	0.00	349.00
Ref#	GL Number	Gross	Discount	Amount																	
34463	001-4410-6770.000	554.00	0.00	554.00																	
34464	001-4410-6770.000	349.00	0.00	349.00																	
51034	05/28/2020		0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE & CONTROL APR 2020	1,299.23 0.00	1,299.23															
					Check Amount	1,299.23															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34465</td> <td>001-4510-6703.000</td> <td>1,299.23</td> <td>0.00</td> <td>1,299.23</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34465	001-4510-6703.000	1,299.23	0.00	1,299.23					
Ref#	GL Number	Gross	Discount	Amount																	
34465	001-4510-6703.000	1,299.23	0.00	1,299.23																	
51035	05/28/2020		10179 Printed	EMPIRE CLEANING SUPPLY JANITORIAL SUPPLIES MAY 2020	996.68 0.00	996.68															
					Check Amount	996.68															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34466</td> <td>001-4020-6080.000</td> <td>996.68</td> <td>0.00</td> <td>996.68</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34466	001-4020-6080.000	996.68	0.00	996.68					
Ref#	GL Number	Gross	Discount	Amount																	
34466	001-4020-6080.000	996.68	0.00	996.68																	
51036	05/28/2020		10577 Printed	ENVIROPROS LLC CHEMICAL EQUIPMENT APR 2020	1,272.00 0.00	1,272.00															
					Check Amount	1,272.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34467</td> <td>001-4020-6080.000</td> <td>1,272.00</td> <td>0.00</td> <td>1,272.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34467	001-4020-6080.000	1,272.00	0.00	1,272.00					
Ref#	GL Number	Gross	Discount	Amount																	
34467	001-4020-6080.000	1,272.00	0.00	1,272.00																	
51037	05/28/2020		9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE SVCS APR 2020	3,178.37 0.00	3,178.37															
					Check Amount	3,178.37															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34468</td> <td>252-4750-6780.000</td> <td>3,178.37</td> <td>0.00</td> <td>3,178.37</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34468	252-4750-6780.000	3,178.37	0.00	3,178.37					
Ref#	GL Number	Gross	Discount	Amount																	
34468	252-4750-6780.000	3,178.37	0.00	3,178.37																	
51038	05/28/2020		6087	FIRST AMERICAN DATA TREE	297.00	297.00															
					Check Amount	297.00															

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Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
	34469	001-4215-6080.000	99.00	0.00	99.00
	34470	001-4215-6080.000	99.00	0.00	99.00
	34471	001-4215-6080.000	99.00	0.00	99.00
	Check Amount				297.00
51039	05/28/2020	8203 Printed	GARVEY EQUIPMENT COMPANY STRING TRIMMER MAY 2020	894.53 0.00	894.53
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	34472	001-4410-6770.000	523.33	0.00	523.33
	34473	201-4425-6150.000	371.20	0.00	371.20
	Check Amount				894.53
51040	05/28/2020	2139-2 Printed	HDL COREN & CONE CONTINUING DISCLOSURE APR 2020	1,500.00 0.00	1,500.00
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	34474	610-4930-6720.000	1,500.00	0.00	1,500.00
	Check Amount				1,500.00
51041	05/28/2020	10394 Printed	KEENAN ASSOCIATES P&L CLAIM ADM FEE JAN-MAR 2020	924.00 0.00	924.00
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	34475	001-4020-6420.000	924.00	0.00	924.00
	Check Amount				924.00
51042	05/28/2020	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENF SVCS FEB 2020	681,360.60 0.00	681,360.60
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	34476	001-4501-6763.000	340,680.30	0.00	340,680.30
	34477	001-4501-6763.000	340,680.30	0.00	340,680.30
	Check Amount				681,360.60
51043	05/28/2020	10436 Printed	ONTARIO REFRIGERATION SANITATION SVCS APR-JUN 2020	1,179.00 0.00	1,179.00
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	34478	001-4020-6950.000	393.00	0.00	393.00
	34479	001-4020-6950.000	262.00	0.00	262.00
	34480	001-4020-6950.000	524.00	0.00	524.00
	Check Amount				1,179.00
51044	05/28/2020	10430 Printed	RIGHT OF WAY, INC. OVRHD SIGNS BARRICADES MAY2020	3,656.18 0.00	3,656.18
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	34481	201-4425-6387.000	3,656.18	0.00	3,656.18
	Check Amount				3,656.18
51045	05/28/2020	10568 Printed	RS CONSTRUCTION & DEVELOPMENT PRK RESTRMS APRIL 2020 BILLING	129,365.10 0.00	129,365.10
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>
	34482	510-7116-6720.000	129,365.10	0.00	129,365.10
	Check Amount				129,365.10
51046	05/28/2020	0069-2 Printed	SIEMENS INDUSTRY, INC. TRF SGNL MNTCE APR 20	7,835.80 0.00	7,835.80
	<b>Ref#</b>	<b>GL Number</b>	<b>Gross</b>	<b>Discount</b>	<b>Amount</b>

Check Register Report

Date: 07/16/2020

Time: 5:54 pm

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
	34500	350-4430-6775.000	783.25	0.00	783.25
	34501	254-4420-6771.000	618.00	0.00	618.00
	34502	254-4420-6771.000	729.68	0.00	729.68
			Check Amount		7,835.80
51047	05/28/2020	0071-1 Printed	SO CAL GAS 4835 CLARA ST 4/8 - 5/7/20	98.96 0.00	98.96
	Ref#	GL Number	Gross	Discount	Amount
	34483	001-4020-6380.000	25.90	0.00	25.90
	34484	001-4020-6380.000	39.34	0.00	39.34
	34485	001-4020-6380.000	33.72	0.00	33.72
			Check Amount		98.96
51048	05/28/2020	2378-2 Printed	SOUTH CITY GAS VEHICLE FUEL 5/7 - 5/14/2020	206.70 0.00	206.70
	Ref#	GL Number	Gross	Discount	Amount
	34486	201-4425-6040.000	206.70	0.00	206.70
			Check Amount		206.70
51049	05/28/2020	0070 Printed	SOUTHERN CALIFORNIA EDISON ACCT 5240 3/19/20 - 4/17/20	3,380.17 0.00	3,380.17
	Ref#	GL Number	Gross	Discount	Amount
	34487	350-4430-6318.000	7.42	0.00	7.42
	34487	001-4020-6318.000	30.99	0.00	30.99
	34488	001-4020-6318.000	73.31	0.00	73.31
	34488	201-4420-6318.000	375.45	0.00	375.45
	34489	001-4020-6318.000	73.31	0.00	73.31
	34489	201-4420-6318.000	438.07	0.00	438.07
	34490	350-4430-6318.000	8.85	0.00	8.85
	34490	201-4420-6318.000	369.51	0.00	369.51
	34490	001-4020-6318.000	2,003.26	0.00	2,003.26
			Check Amount		3,380.17
51050	05/28/2020	0491 Printed	STATE CONTROLLER'S OFFICE Street Report for FY2018-19	1,183.12 0.00	1,183.12
	Ref#	GL Number	Gross	Discount	Amount
	34497	201-4425-6710.000	1,183.12	0.00	1,183.12
			Check Amount		1,183.12
51051	05/28/2020	10445 Printed	THE SAUCE CREATIVE SERVICES POLO SHIRTS MAY 2020	494.47 0.00	494.47
	Ref#	GL Number	Gross	Discount	Amount
	34491	001-4530-6250.000	494.47	0.00	494.47
			Check Amount		494.47
51052	05/28/2020	9991 Printed	TRANSTECH ENGINEERING, INC. ATP 2 PROGRESS BILL APR 2020	12,281.00 0.00	12,281.00
	Ref#	GL Number	Gross	Discount	Amount
	34495	235-7105-6720.000	6,869.00	0.00	6,869.00
	34496	235-7105-6720.000	5,412.00	0.00	5,412.00
			Check Amount		12,281.00
51053	05/28/2020	9951 Printed	WILLDAN BLDG SVCS 4/6/20 - 5/1/20	7,050.00 0.00	7,050.00
	Ref#	GL Number	Gross	Discount	Amount

Check Register Report

Date: 07/16/2020

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
51054	05/28/2020		10401 Printed	WILLDAN FINANCIAL SERVICES CST ALLOC PLN MAY 2020	16,122.00 0.00	16,122.00

Ref#	GL Number	Gross	Discount	Amount
34493	001-4151-6720.000	16,122.00	0.00	16,122.00

Check Amount 16,122.00

**Total Checks: 82 Bank Total(excluding void checks): 1,214,603.89**

**Total Checks: 82 Grand Total(excluding void checks): 1,214,603.89**

CITY OF CUDAHY  
Payroll Warrants including payroll taxes and insurance premiums:

	May 7, 2020	May 21, 2020
Issued Warrants Number	26102 to 26149	26150 to 26191
Voided Warrants	None	None
Issued Warrants Amount	\$ 1,865.17	\$ 1,799.17
Direct Deposits (a)	48,550.55	48,067.45
CalPERS Direct Deposit (b)	\$ 7,937.90	\$ 7,937.90
Payroll taxes (c)	10,067.83	10,294.80
<b>Total Amount</b>	<b>\$ 68,421.45</b>	<b>\$ 68,099.32</b>

Note (a) - Employees / Council Members / Commissioners

Note (b) - Payments for CalPERS retirement contributions

Note (c) - Federal and State payroll taxes

CITY OF CUDAHY  
Cash and Investment Report by Fund May 2020

	July 1, 2019	Inflow YTD	Outflow YTD	May 31, 2020	Receipts May 2020	Disbursements May 2020
001 General Fund	2,895,777.84	7,131,315.80	7,600,947.01	2,426,146.63	1,621,354.21	1,011,798.85
201 State Gas Tax	631,966.22	999,003.38	694,875.89	936,093.71	67,040.13	62,870.93
235 Other Grants	(162,526.63)	678,360.58	623,537.17	(107,703.22)	-	36,503.46
240 Prop 1 B - Local Street Improv.	84,079.95	1,506.37	1.08	85,585.24	-	-
251 Prop C	443,401.66	415,624.23	318,024.01	541,001.88	20,290.96	7,239.52
252 Prop A	702,029.88	496,337.74	598,719.32	599,648.30	24,455.59	14,246.48
253 Measure R	1,359,519.99	324,564.47	98,391.40	1,585,693.06	15,228.39	6,864.60
254 Measure M	609,897.73	319,331.95	43,151.12	886,078.56	16,903.30	43,142.53
255 TDA	-	-	-	-	-	-
257 AQMD	75,845.82	32,615.06	15,411.20	93,049.68	7,889.83	2,512.74
260 Used Oil	1.43	0.04	-	1.47	-	-
261 California Beverage Container	6,473.27	115.98	0.08	6,589.17	-	-
265 Recycling Grant	14,755.67	264.36	0.19	15,019.84	-	-
270 C.O.P.S	80,409.13	157,947.37	76,756.30	161,600.20	-	3,503.55
280 County Park Bond	27,073.98	530.20	0.47	27,603.71	-	-
300 CAL Home	99,857.20	7,138.80	1.30	106,994.70	-	-
350 Street Lighting Fund	(38,072.01)	81,640.93	91,632.65	(48,063.73)	5,483.03	15,240.77
390 Quimby Act Fund	64,976.64	1,164.12	0.84	66,139.92	-	-
510 CDBG	(82,014.14)	310,771.52	424,628.43	(195,871.05)	-	149,031.86
515 Federal STPL	803,956.50	14,368.92	2,848.31	815,477.11	-	-
610 Successor Agencies	5,584,480.82	1,198,465.00	3,386,640.65	3,396,305.17	17,300.00	-
710 Youth Foundation	12,813.18	14,001.18	5,894.41	20,919.95	-	10.00
730 Refuse Assessment	-	424,334.04	374,924.34	49,409.70	49,675.87	-
	<u>13,214,704.13</u>	<u>12,609,402.04</u>	<u>14,356,386.17</u>	<u>11,467,720.00</u>	<u>1,845,621.31</u>	<u>1,352,965.29</u>
LAIF- CITY	5,984,107.03	2,623,017.62	1,000,000.00	7,607,124.65	1,000,000.00	-
Wells Fargo	7,230,597.10	13,729,339.32	17,099,341.07	3,860,595.35	845,621.31	1,352,965.29
TOTAL	<u>13,214,704.13</u>	<u>16,352,356.94</u>	<u>18,099,341.07</u>	<u>11,467,720.00</u>	<u>1,845,621.31</u>	<u>1,352,965.29</u>

Total cash disbursements per May and Payroll Reports

AP disbursements	1,214,603.89
Payroll - May 7, 2020	68,421.45
Payroll - May 21, 2020	68,099.32
Sub-Total	<u>1,351,124.66</u>
Add: Total Bank charges in May 2020	257.24
Add: Successor Agency Debt Service	-
Add: Credit card charge - Insurance	1,583.39
Total Cash Disbursements per May Cash & Investment Report	<u>1,352,965.29</u>

## City of Cudahy

## Summary of Cash Receipt/Disbursement by Month - FY 2019-20

Date	All Funds	
	Cash Receipts	Disbursement
July 2019	\$ 941,452.89	1,457,035.28 (a)
August 2019	853,284.53	1,163,911.34 (b)
September 2019	630,557.64	2,788,258.46 (c)
October 2019	1,039,549.28	1,094,154.20
November 2019	1,129,199.54 (d)	839,527.34
December 2019	1,169,820.86	2,879,103.92
January 2020	3,371,576.13 (e,f)	719,097.08
February 2020	1,145,152.26	1,044,722.67
March 2020	701,012.42	1,138,188.84
April 2020	1,076,894.04	1,174,140.46
May 2020	1,845,621.31 (g)	1,352,965.29
June 2020		
Total:	\$ 13,904,120.90	15,651,104.88

Note (a) - City liab. and workers comp insurance, and PERS unfunded pension liab.

Note (b) - Design cost for Atlantic Blvd and 2 sheriff payments

Note (c) - Successor Agency Debt Service Payment

Note (d) - Prop A exchange

Note (e) - Return of funds relating to 2018 Tax Allocation Bonds for future distribution by County

Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu

Note (f) - Bi-annual motor-vehicle-in-lieu and ROPS bond payoff

Note (g) - Bi-annual motor-vehicle-in-lieu

Date	General Fund	
	Cash Receipts	Disbursement
July 2019	\$ 1,866,520.76	2,435,791.50 (1)
August 2019	523,008.55	944,706.98 (2)
September 2019	344,846.17	1,093,211.56 (3)
October 2019	543,373.98	417,913.40
November 2019	909,708.61 (4)	756,296.87
December 2019	402,756.90	595,653.85
January 2020	1,935,550.47 (5)	424,124.13
February 2020	615,691.04	509,201.42
March 2020	379,107.08	778,915.72
April 2020	582,851.08	864,621.79
May 2020	1,621,354.21 (5)	1,011,798.85
June 2020		
Total:	\$ 9,724,768.85	9,832,236.07
Average Per Month:	884,069.90	893,839.64

Note (1) - City liab. & workers comp insurance, and PERS unfunded pension liab.,

Note (2) - 2 sheriff payments

Note (3) - Virtual City Hall Software first installment

Note (4) - Prop A Exchange

Note (5) - Bi-annual motor-vehicle-in-lieu

## City of Cudahy

## Summary of Cash Receipt/Disbursement by Month - FY 2018-19

Date	All Funds	
	Cash Receipts	Disbursement
July 2018	691,772.52	923,546.53
August 2018	600,224.95	1,355,964.47 (a)
September 2018	671,668.80	3,057,462.54 (b)
October 2018	810,382.01	645,124.72
November 2018	522,560.70	1,549,730.19 (c)
December 2018	1,121,529.12 (d)	424,080.59
January 2019	3,785,470.66 (e)	1,208,844.24 (f)
February 2019	674,683.44	724,770.19
March 2019	687,121.16	1,074,540.91 (g)
April 2019	1,256,634.02 (h)	902,870.53
May 2019	3,908,451.88 (i)	895,863.14
June 2019	1,449,768.63	991,353.76 (j)
Total:	16,180,267.89	13,754,151.81

Note (a) - City liab. and workers comp insurance, general plan update, and PERS unfunded pension liab.

Note (b) - Debt service payment and 2 sheriff payments

Note (c) - Prop A exchange and 2 sheriff payments

Note (d) - Prop A exchange and refuse assessment

Note (e) - ROPS distribution from County and bi-annual motor-vehicle-in-lieu

Note (f) - 2 sheriff payments, refuse collection, and Maywood police dept furniture

Note (g) - Debt service payment

Note (h) - Cannabis fees, annual franchise fees, and refuse collection

Note (i) - Bi-annual motor-vehicle-in-lieu and ROPS bond payoff

Note (j) - Refuse collection, PARS - OPEB and Retirement Trust

Date	General Fund	
	Cash Receipts	Disbursement
July 2018	458,761.50	736,296.50
August 2018	303,501.54	1,186,595.26 (1)
September 2018	336,600.23	954,388.46 (2)
October 2018	403,268.29	480,417.07
November 2018	274,143.29	871,293.61 (3)
December 2018	686,428.02	305,478.17
January 2019	1,894,263.76 (4)	871,964.95 (5)
February 2019	389,638.59	298,175.33
March 2019	414,938.14	603,339.22
April 2019	790,947.57 (6)	784,443.47
May 2019	1,718,423.49 (7)	530,576.27
June 2019	430,702.05	747,904.92 (8)
Total:	8,101,616.47	8,370,873.23
Average Per Month:	736,510.59	760,988.48

Note (1) - City liab. & workers comp insurance, PERS unfunded pension liab., and general plan update

Note (2) - 2 sheriff payments

Note (3) - 2 sheriff payments

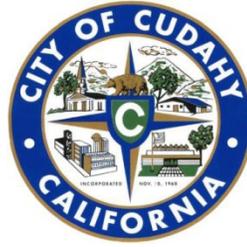
Note (4) - Bi-annual motor-vehicle-in-lieu

Note (5) - 2 sheriff payments and Maywood police dept furniture

Note (6) - Cannabis and annual franchise fees

Note (7) - Bi-annual-motor-vehicle-in-lieu

Note (8) - Payments to PARS Trust Fund (OPEB & Retirement)



# Item Number 10C

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## STAFF REPORT

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**Date:** July 21, 2020

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Henry Garcia, Interim City Manager/Executive Director  
By: Richard Iglesias, Assistant City Clerk

**Subject:** **Consideration to Review and Approve the Draft Minutes of July 7, 2020, and for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission**

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### RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for July 7, 2020.

### BACKGROUND / ANALYSIS

#### Historically

The Municipal Clerk is one of the oldest professions in government, dating back to 1272 A.D., originating in England. The record keeper then was called Remembrancer, an English official whose job was to remind the Lord Treasurer and Barons of Court, of business pending.

Years later, in the 1600s, when early colonists came to America, the office of the Clerk was one of the first offices to be established. Over the years, the City Clerk's office has become the core for local government, and the liaison to the residents of the Community. The Municipal Clerk (City Clerk) is the record keeper of a City's recorded history.

William Bennett Munro, a Canadian historian, and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: "No other office in municipal service has so many contacts. It serves the Mayor, the

City Council, the City Manager (when there is one), and all administrative departments, without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

Moving forward to the present time, the City Clerk's office today is generally responsible for keeping a record of City Council meetings; agreements; recordings of official documents; legal advertisements; municipal elections; commissions and committees current files; claims against the city; and other legal or official documents.

City Clerks in General Law cities are required to keep a record (minutes) of the proceedings of Council meetings (Government Code Sections 36814 and 40801). Minutes are the official record of a meeting which provides a history of the Council's decisions and actions.

### **CONCLUSION**

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of July 7, 2020 City Council meeting.

### **FINANCIAL IMPACT**

No Financial Impact.

### **ATTACHMENT**

- A. Draft Minutes July 7, 2020
- B. Resolution No. 16-38, approving the City Clerk's use of Summary Action Minutes as the Official Record of the City Council proceedings.

**MINUTES**

**CUDAHY CITY COUNCIL REGUAR MEETING and  
CITY OF CUDAHY AS SUCCESSOR AGENCY and  
HOUSING SUCCESSOR AGENCY TO THE CUDAHY  
DEVELOPMENT COMMISSION JOINT MEETING**

**July 7, 2020 6:30 P.M.**

**1. CALL TO ORDER**

Mayor / Chair Alcantar called the meeting to order at 6:35 p.m.

**2. ROLL CALL**

PRESENT: Council / Agency Member Garcia (arrived at 6:40 p.m.)  
Council / Agency Member Guerrero  
Council / Agency Member Lozoya  
Vice Mayor / Vice Chair Gonzalez  
Mayor / Chair Alcantar

ABSENT: None

ALSO PRESENT: Interim City Manager Henry Garcia, City Attorney, Victor Ponto, Assistant City Clerk, Richard Iglesias, Finance Director, Steven Dobrenen, and Junior Deputy City Clerk, Andres Rangel.

**3. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Lozoya.

**IT WAS MOTIONED BY VICE MAYOR GONZALEZ AND SECONDED BY MAYOR ALCANTAR TO MOVE CLOSED SESSION ITEMS AFTER SECTION 8 OF THE AGENDA. THE MOTION CARRIED (5-0-0) BY THE FOLLOWING ROLL CALL VOTE:**

AYES: Garcia, Guerrero, Lozoya, Gonzalez, and Alcantar  
NOES: None  
ABSENT: None  
ABSTAIN: None

**4. PRESENTATIONS - NONE**

**5. PUBLIC COMMENTS - NONE**

**6. CITY COUNCIL COMMENTS**

Council Member Guerrero, reserved his comments regarding potentially bringing an agenda item to a subsequent meeting until later in the meeting.

Mayor Alcantar, reminded residents to fill out their census form.

**7. CITY MANAGER REPORT (information only)**

**8. REPORTS REGARDING AD HOC, ADVISORY, STANDING OR OTHER COMMITTEE MEETINGS - NONE**

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

**10. CONSENT CALENDAR (COUNCIL MEMBER GUERRERO PULLED ITEMS A-C FOR DISCUSSION)**

**A. Approval of the Local Agency Investment Fund (LAIF) for the Month of April 2020**

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of April 2020 in the amount of \$6,607,124.65.

**Motion:** It was motioned by Vice Mayor Gonzalez and seconded by Council Member Lozoya to approve the Local Agency Investment Fund (LAIF) Report for the month of April 2020 in the amount of \$6,607,124.65. The motion carried (3-1-1) by the following roll call vote:

AYES: Lozoya, Gonzalez, and Alcantar  
NOES: Guerrero  
ABSENT: Garcia  
ABSTAIN: None

**B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of April 2020**

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of \$1,162,474.42 including Cash and Investment Report by Fund for the month of April 2020.

**Motion:** It was motioned by Vice Mayor Gonzalez and seconded by Council Member Lozoya to approve the Demands and Payroll in the amount of \$1,162,474.42 including Cash and Investment Report by Fund for the month of April 2020. The motion carried (3-1-1) by the following roll call vote:

AYES: Lozoya, Gonzalez, and Alcantar  
NOES: Guerrero  
ABSENT: Garcia  
ABSTAIN: None

**C. Adoption of Proposed Resolution No. 20-22 Electing the Population and Inflation Factors and Establishing the City's Fiscal Year (FY) 2020-2021 Appropriations Limit (Gann Limit)**

Presented by the Finance Director

The City Council is requested to adopt proposed Resolution No. 20-22 confirming the population and inflation factors used to calculate the annual Appropriation Limit (Gann Limit) and establish the City's Gann Limit for Fiscal Year (FY) 2020-2021.

**Motion:** It was motioned by Vice Mayor Gonzalez and seconded by Mayor Alcantar to adopt proposed Resolution No. 20-22 confirming the population and inflation factors used to calculate the annual Appropriation Limit (Gann Limit) and establish the City's Gann Limit for Fiscal Year (FY) 2020-2021. The motion did not carry (2-1-1) by the following roll call vote:

AYES: Gonzalez, and Alcantar  
NOES: Guerrero  
ABSENT: Garcia  
ABSTAIN: Lozoya

#### **ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING**

**D.** Adoption of Resolution No. 20-23 Approving the Street Lighting Assessment Report for Fiscal Year (FY) 2020-21 and Declaring the Intention of the City Council to Hold a Public Hearing and Levy the Annual Assessment to Maintain the City of Cudahy Street Lighting District

Presented by the Assistant Engineer

The City Council is requested to:

1. Adopt Resolution No. 20-23, approving the Street Lighting Assessment Report for Fiscal Year (FY) 2020-21; and
2. Declare the intention of the City Council to hold a Public Hearing and levy the annual assessment to maintain the City of Cudahy Street Lighting District and direct staff to publish the Resolution and Notice of Public Hearing for the July 21, 2020 City Council meeting.

**Motion:** It was motioned by Vice Mayor Gonzalez and seconded by Mayor Alcantar to adopt Resolution No. 20-23, approving the Street Lighting Assessment Report for Fiscal Year (FY) 2020-21. The motion carried (4-0-1) by the following roll call vote:

AYES: Guerrero, Lozoya, Gonzalez, and Alcantar  
NOES: None  
ABSENT: Garcia  
ABSTAIN: None

**E.** Consideration to Review and Approve the Draft Minutes of January 7, 2020, May 19, 2020, June 2, 2020, and June 16, 2020 for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission and Draft Minutes of June 23, 2020 and June 30, 2020 Special Meeting of the City Council

Presented by the Assistant City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for January 7, 2020, May 19, 2020, June 2, 2020, June 16, 2020, June 23, 2020, and June 30, 2020.

**Motion:** It was motioned by Vice Mayor Gonzalez and seconded by Mayor Alcantar to review and approve the City Council / Successor Agency Draft Minutes for January 7, 2020, May 19, 2020,

June 2, 2020, June 16, 2020, June 23, 2020, and June 30, 2020. The motion carried (4-0-1) by the following roll call vote:

AYES: Guerrero, Lozoya, Gonzalez, and Alcantar  
NOES: None  
ABSENT: Garcia  
ABSTAIN: None

## 11. PUBLIC HEARING

**A. Public Hearing Regarding Increased Fees for the Handling of Solid Waste and Recyclable Materials for Residential and Commercial Properties within the City and Adoption of proposed Resolution No. 20-24 levying fees for the handling of solid waste and recyclable materials**

Presented by the Finance Director

The City Council is requested to:

1. Receive and file request from Republic Services to increase fees for the handling of solid waste and recyclable materials against residential properties by 5.15% or \$1.08 per dwelling unit per month to \$22.11 per month and commercial/industrial customers within the City by 6.57% to be applied to commercial and roll-off service rates; and
2. Adopt proposed Resolution No. 20-24 levying fees for the handling of solid waste and recyclable materials, also known as rubbish collection charge, against residential properties within the City.

**MAYOR ALCANTAR OPENED THE FLOOR FOR PUBLIC COMMENT AT 9:00 P.M.**

**MAYOR ALCANTAR CLOSED THE FLOOR FOR PUBLIC COMMENT AT 9:02 P.M.**

**Motion:** It was motioned by Mayor Alcantar and seconded by Council Member Garcia to adopt proposed Resolution No. 20-24 levying fees for the handling of solid waste and recyclable materials, also known as rubbish collection charge, against residential properties within the City with direction to not invoke the term extension for the agreement with Republic Services. The motion carried (3-0-0) by the following roll call vote:

AYES: Garcia, Gonzalez, and Alcantar  
NOES: None  
ABSENT: None  
ABSTAIN: Guerrero and Lozoya

## 12. BUSINESS SESSION

**A. Approve Second Amendment to Master Agreement for Solid Waste and Recyclable Materials Collection Services by and Between the City of Cudahy, and Consolidated Disposal Service, L.L.C., In Order to Come into Compliance with State Waste Mandates**

Presented by the City Manager

The City Council is requested to approve the Second Amendment to Master Agreement for Solid Waste and Recyclable Materials Collection Services by and between the City of Cudahy, and Consolidated Disposal Service, L.L.C., in order to come into compliance with state waste mandates.

**Motion:** It was motioned by Mayor Alcantar and seconded by Council Member Garcia to approve the Second Amendment to Master Agreement for Solid Waste and Recyclable Materials Collection Services by and between the City of Cudahy, and Consolidated Disposal Service, L.L.C., in order to come into compliance with state waste mandates. The motion carried (5-0-0) by the following roll call vote:

AYES: Guerrero, Garcia, Lozoya, Gonzalez, and Alcantar  
NOES: None  
ABSENT: None  
ABSTAIN: None

**B.** Consideration and Adoption of Resolution No. 20-25 Urging Members of the California State Legislature and the Governor Explore New Progressive Revenue Options, including a Millionaire Tax to Ensure Safety Net Programs are Not Cut Due to an Unprecedented \$54.3 Billion Deficit as a Result of the COVID-19 Pandemic and Resulting Recession

Presented by the City Attorney's Office

The City Council is requested to adopt Resolution No. 20-25 urging members of the California State Legislature and the Governor to explore new progressive revenue options, including a millionaire tax to ensure safety net programs are not cut due to an unprecedented \$54.3 billion deficit as a result of the COVID-19 pandemic and resulting recession.

**Motion:** It was motioned by Council Member Garcia and seconded by Mayor Alcantar to adopt Resolution No. 20-25 urging members of the California State Legislature and the Governor to explore new progressive revenue options, including a millionaire tax to ensure safety net programs are not cut due to an unprecedented \$54.3 billion deficit as a result of the COVID-19 pandemic and resulting recession. The motion carried (3-1-0) by the following roll call vote:

AYES: Garcia, Gonzalez, and Alcantar  
NOES: Guerrero  
ABSENT: None  
ABSTAIN: Lozoya

### **13. COUNCIL DISCUSSION**

A. Council Member Guerrero

- i. Municipal Code Hotel Permitting Process
- ii. Police Reform

### **14. CLOSED SESSION**

#### **DELIBERATING AS CUDAHY SUCCESSOR AGENCY**

A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:  
Site No. 1 Elizabeth Street Residential Property  
5256 Elizabeth Street APN: 6224-001-014  
5260 Elizabeth Street APN: 6224-001-015

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer  
Under Negotiation: Price and Terms

B. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:  
Site No. 2 Atlantic Avenue/Santa Ana Street Commercial Property  
4734 Santa Ana Street APN: 6224-018-008  
8110 South Atlantic Avenue APN: 6224-018-071  
8100 South Atlantic Avenue APN: 6224-018-068  
Santa Ana Street APN: 6224-018-070  
4720 Santa Ana Street APN: 6224-018-069

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer  
Under Negotiation: Price and Terms

C. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:  
Site No. 3 Santa Ana Street Residential Property  
4610 Santa Ana Street APN: 6224-019-014

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer  
Under Negotiation: Price and Terms

D. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:  
Site No. 4 Atlantic Avenue/Cecilia Street Commercial Property  
8135 South Atlantic Avenue APN: 6224-022-001  
4629 Cecilia Street APN: 6224-022-004  
8201 South Atlantic Avenue APN: 6224-022-002  
8221 South Atlantic Avenue APN: 6224-022-012  
4633 Cecilia Street APN: 6224-022-003

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney

Negotiating parties: Chief Administrative Officer  
Under Negotiation: Price and Terms

E. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 5 Atlantic Avenue/Patata Street Commercial Property  
4819 Patata Street APN: 6224-034-014  
8420 South Atlantic Avenue APN: 6224-034-032 APN: 6224-034-040  
Patata Street APN: 6224-034-041

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer  
Under Negotiation: Price and Terms

F. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators

Property Location:

Site No. 6 Atlantic Avenue/Clara Street Commercial Property  
4613 Clara Street APN: 6226-022-002  
7660 South Atlantic Avenue APN: 6226-022-008  
7630 South Atlantic Avenue APN: 6226-022-019 APN: 6226-022-020  
7638 South Atlantic Avenue APN: 6226-022-023  
7644 South Atlantic Avenue APN: 6226-022-022  
No address APN: 6226-022-021 APN: 6226-022-024

Successor Agency Negotiator: Henry Garcia, Executive Director, Dave Gondek, Deputy City Attorney, Victor Ponto, City Attorney  
Negotiating parties: Chief Administrative Officer  
Under Negotiation: Price and Terms

G. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Properties:

– 8100 Atlantic Ave., 4720 Santa Ana St., 8110 Atlantic Ave., 4734 Santa Ana St. (APN 6224-018-068, 069, 070, 071, 008)  
– 8135 Atlantic Ave., 4629 Cecilia St., 8201 S. Atlantic, 4633 Cecilia St., 8221 S. Atlantic Ave. (APN 6224-022-001, 004, 002, 003, 012)  
– 4819 Patata, 8420 S. Atlantic Ave. (APN 6224-034-014, 032, 040, 041)  
– 4613/4615 Clara St., 7630 Atlantic Blvd., 7660 Atlantic Blvd., 7638 Atlantic Blvd., 7644 Atlantic Blvd. (APN 6226-022-002, 019, 020, 008, 021, 022, 023, 024)  
– 4610 Santa Ana St. (APN 6224-019-014)

City Negotiators: Interim City Manager, Henry Garcia and City Attorney  
Negotiating Parties: Cudahy LF, LLC  
Under Negotiation: Price and terms of payment

**DELIBERATING AS CITY COUNCIL**

H. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – Two Matters

**15. CLOSED SESSION ANNOUNCEMENT**

Deputy City Attorney Victor Ponto reported that for each closed session items, legal counsel was given, direction was received, no further reportable action.

**16. ADJOURNMENT**

The City Council / Agency meeting was adjourned at 9:43 p.m.

\_\_\_\_\_  
Elizabeth Alcantar  
Mayor

ATTEST:

\_\_\_\_\_  
Richard Iglesias  
Assistant City Clerk

RESOLUTION NO. 16-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING THE CITY CLERK'S USE OF SUMMARY ACTION MINUTES AS THE OFFICIAL RECORD OF THE MEETINGS OF THE CITY COUNCIL OF THE CITY OF CUDAHY**

WHEREAS, pursuant to Section 2.20.010(1) of the Municipal Code of the City of Cudahy, the City clerk is required to perform such duties as are set forth in the Government Code and in the City's Municipal Code and as the City Council from time to time shall direct or authorize; and

WHEREAS, under Government Code Section 40801, the City Clerk is tasked with keeping accurate records of the proceeding of the legislative body; and

WHEREAS, pursuant to Government Code Section 36814, the City Council shall cause the City Clerk to keep a correct record of its proceedings;

WHEREAS, the City Clerk currently prepares and keeps full written minutes of the City Council's meetings and proceedings; and

WHEREAS, instead of summary minutes, the City Council now wishes for the City Clerk to prepare and keep summary action minutes as the official record of its meetings or proceedings; and

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 recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby approves the use of summary action minutes as the official record of its meetings or proceedings in lieu of full form written minutes.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 12<sup>th</sup> day of December, 2016.



Baru Sanchez  
Mayor

ATTEST:



Richard Iglesias  
Deputy City Clerk

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

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-38 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 12th day of December, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES: Garcia, Markovich, Hernandez, Sanchez

NOES: None

ABSENT: None

ABSTAIN: Guerrero



Richard Iglesias  
Deputy City Clerk



# Item Number 10D

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## STAFF REPORT

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**Date:** July 21, 2020  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Henry T. Garcia, Interim City Manager/Executive Director  
By: City Clerk's Office  
**Subject:** **Consideration to Approve Resolution No. 20-26 Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions**

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### **RECOMMENDATION**

The City Council is requested to approve Resolution No. 20-26 supporting balanced energy solutions and maintaining local control of energy solutions.

### **BACKGROUND/ ANALYSIS**

Resolution No. 20-xx is a call to California's state legislature expressing the City's support to increase local government decision-making authority as well as receive the resources needed by the state legislature to achieve the state's climate goals. The City would support proposed state legislation and regulation that retains local control by allowing Cities to explore all technologies and energy resources that can power buildings and fuel vehicles, and meet or exceed emissions reductions regulations, while also ensuring that the energy resources best fit the needs of the City.

Current proposed state legislation limits local authorities to address alternate energy sources that reduce greenhouse gas emissions, instead proposing to implement a single energy delivery system. However, limiting local authority would increase vulnerabilities to natural and man-made disasters and hinder the City's ability to create prudent energy efficient policies that attract and retain local businesses, create jobs, and spur economic development.

Thus, it is requested that the City Council express its support to mitigate the impacts of climate change by receiving the flexibility and resources needed to achieve state goals while also doing it in a manner that best serves the needs and interests of the community.

## **CONCLUSION**

The Council is requested to approve Resolution No. 20-26 supporting balanced energy solutions and maintaining local control of energy solutions.

## **FINANCIAL IMPACT**

If approved, there is no foreseeable financial impact.

## **ATTACHMENTS**

Resolution No. 20-26

**RESOLUTION NO. 20-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CUDAHY SUPPORTING BALANCED ENERGY SOLUTIONS  
AND MAINTAINING LOCAL CONTROL OF ENERGY  
SOLUTIONS**

**WHEREAS**, California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

**WHEREAS**, the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

**WHEREAS**, clean, affordable and reliable energy is crucial to the material health, safety and well-being of City residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

**WHEREAS**, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to our city's success in a highly competitive and increasingly regional and global marketplace; and

**WHEREAS**, Cudahy, its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

**WHEREAS**, building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for City residents and businesses; and

**WHEREAS**, the City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

**WHEREAS**, Cudahy understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses. NOW, THEREFORE,

**BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF CUDAHY, AS FOLLOWS:**

That the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this \_\_\_\_ day of July 2020.

---

Elizabeth Alcantar  
Mayor

ATTEST:

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Richard Iglesias  
Assistant City Clerk

**CERTIFICATION**

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 20-26 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the \_\_\_\_ day of July 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Richard Iglesias  
Assistant City Clerk



# Item Number 10E

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## STAFF REPORT

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**Date:** July 21, 2020  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Henry Garcia, Interim City Manager/Executive Director  
By: City Attorney's Office and City Clerk's Office  
**Subject:** **Adoption of a Proposed Resolution No. 20-27 Amending the Standard Order of Business for all City Council Meetings**

---

### **RECOMMENDATION**

The City Council is requested to adopt a proposed Resolution No. 20-27, amending the standard order of business for all City Council meetings.

### **BACKGROUND**

1. On May 19, 2015, the City Council of the City of Cudahy ("City Council") adopted Resolution No. 15-18, establishing a Standard of Order of Business for its meetings.
2. On September 28, 2015, the City Council adopted Resolution No. 15-49, amending the rules to place items on City Council agendas and amending the Standard Order of Business by adding an agenda item devoted to Reports Regarding Ad Hoc, Advisory, Standing, or Other Committee Meetings.
3. On March 14, 2016, the City Council adopted Resolution No. 16-12, which repealed Resolution Nos. 15-18 and 15-49, and amended the Standard Order of Business concerning public comment speaking time.
4. On October 1, 2019, the City Council adopted Resolution No. 19-28, Amending Resolution No. 16-12, the Standard Order of Business of City Council Meetings concerning public comment speaking time.

## **ANALYSIS**

The City Council currently conducts its regular meetings on the first and third Tuesday of each and every month, in accordance with Ordinance No. 674, and section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code. During the meetings the public has expressed concerns that the Standard Order of Business inhibits public participation when closed session items are moved to the beginning of the agenda, leaving the public on standby, resulting in potential loss of participation by members as there is no clear time set for returning from closed session.

The City Council shares these concerns and value the participation of members of the public as an important aspect of a transparent government. As a result of these concerns, the City Council seeks to amend the Standard Order of Business to enable more efficient City Council meetings and encourage public participation at such meetings.

If approved, Resolution No. 20-27 would amend Resolution No. 19-28, standard order of business of all city council meetings. Specifically, the resolution would restructure the order of business by moving section 8, closed session after section 5, public comment, and designating it one hour to end at 7:30 pm. If more time is needed to address closed session items, the Council can choose to either reconvene at the end of regularly scheduled business or continue any closed session items to the next meeting.

## **CONCLUSION**

Staff requests that Council approve the attached resolution to amend the standard order of business for all regular meetings. These regulations are a lawful and reasonable measure undertaken to ensure the streamlined and efficient conduct of City business in Council meetings while also serving to maximize transparency and civic engagement.

## **FINANCIAL IMPACT**

None.

## **ATTACHMENTS**

A. Proposed Resolution No. 20-27

- B. Resolution No. 19-28
- C. Resolution No. 16-12

**RESOLUTION NO. 20-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA AMENDING THE STANDARD ORDER OF BUSINESS FOR ALL REGULAR AND SPECIAL MEETINGS**

**WHEREAS**, on May 19, 2015, the City Council for the City of Cudahy (“City Council”) adopted Resolution No. 15-18, establishing a Standard Order of Business for its City Council Meetings; and

**WHEREAS**, on September 28, 2015, the City Council adopted Resolution No. 15-49, amending the rules to place items on City Council agendas and amending the Standard Order of Business by adding an agenda item devoted to Reports Regarding Ad Hoc, Advisory, Standing, or Other Committee Meetings; and

**WHEREAS**, on March 14, 2016, the City Council adopted Resolution No. 16-12, which repealed Resolution No. 15-18 and 15-49, and amended the Standard Order of Business concerning public comment speaking time; and

**WHEREAS**, on October 1, 2019, the City Council adopted Resolution No. 19-28, Amending Resolution No. 16-12, the Standard Order of Business of City Council Meetings concerning public comment speaking time.

**WHEREAS**, the City Council currently conducts its regular meetings on the first and third Tuesday of each and every month, in accordance with Ordinance No. 674, and Section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

**WHEREAS**, members of the public have expressed concerns that the Standard Order of Business inhibits public participation when close session items are moved to the beginning of the agenda, leaving the public on standby, resulting in loss of participation by members as there is no clear time set for returning from closed session; and

**WHEREAS**, the City Council shares these concerns and value the participation of members of the public as an important aspect of a transparent government; and

**WHEREAS**, as a result of these concerns, the City Council seeks to amend the Standard Order of Business to enable more efficient City Council meetings and encourage participation of the public at such meetings.

**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 order of business for all regular and adjourned regular meetings shall be as follows:

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC COMMENTS (Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for two minutes concerning items under the City Council's jurisdiction, including items on the agenda and closed session items.)

CLOSED SESSION (Ending at 7:30pm, at which time regular business will resume, the City Council will have the option to continue and discuss Closed Session items post regular business items or continue to the next scheduled meeting)

CLOSED SESSION ANNOUNCEMENT

CITY COUNCIL COMMENTS (Each Council Member is limited to two minutes)

CITY MANAGER REPORT (information only)

REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

CONSENT CALENDAR

PUBLIC HEARING (Each member of the public may submit an additional comment card for each agenda item that requires a public hearing and will be permitted to speak for two minutes on each agenda item that requires a public hearing)

CITY COUNCIL BUSINESS SESSION

COUNCIL DISCUSSION

ADDITIONAL CLOSED SESSION (if needed)

ADDITIONAL SESSION ANNOUNCEMENT (if needed)

ADJOURNMENT

Except with majority consent of the Council, items may not be taken out of order. If there are no items to be considered in any section(s), that section(s) may be omitted

from that agenda.

**SECTION 2.** The order of business for all special meetings shall be as follows:

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

CLOSED SESSION (Ending approximately one hour after the commencement of the meeting, at which time regular business will resume, the City Council will have the option to continue and discuss Closed Session items post business items for which the special meeting was called for or continue to the next scheduled meeting)

CLOSED SESSION ANNOUNCEMENT

TRANSACTION OF BUSINESS FOR WHICH THE SPECIAL MEETING WAS CALLED

ADDITIONAL CLOSED SESSION (if needed)

ADDITIONAL SESSION ANNOUNCEMENT (if needed)

ADJOURNMENT

**SECTION 3.** To the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this \_\_\_ day of July 2020.

---

Elizabeth Alcantar  
Mayor

ATTEST:

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Richard Iglesias  
Assistant City Clerk

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 20-27 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the \_\_\_ day of July 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Richard Iglesias  
Assistant City Clerk

**RESOLUTION NO. 19-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING THE RULES TO PLACE ITEMS ON CITY COUNCIL AGENDAS AND THE STANDARD ORDER OF BUSINESS OF CITY COUNCIL MEETINGS**

**WHEREAS**, on March 14, 2016, the City Council adopted Resolution 16-12, which repealed Resolution No. 15-18 and 15-49, and amended the Standard Order of Business concerning public comment speaking time; and

**WHEREAS**, the City Council currently conducts its regular meetings on the first and third Tuesday of each and every month, in accordance with Ordinance No. 674, and section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

**WHEREAS**, members of the public have expressed that the current time allocated for public comment is not sufficient enough to express City concerns; and

**WHEREAS**, the City wishes to continue to ensure that government is conducted in an orderly, fair, accessible and open way and that the rights of the people to speak and be heard on matters of public interest continue to be protected; and

**WHEREAS**, the City wishes to ensure that government business can be conducted efficiently in City Council meetings and the right of members of the public to speak and be heard on items which appear on the agenda is not unduly burdened; and

**WHEREAS**, the City finds that amendment and revision of the Standard Rules of Order as set forth in Resolution No. 19-28 can best accomplish the goals of efficient operation of City government and robust citizen input on matters the Council is scheduled to consider; and

**WHEREAS**, the City continues to recognize and honor its obligations under both the United States Constitution and the California Constitution, as well as the laws of the State of California, including the Ralph M. Brown Act.

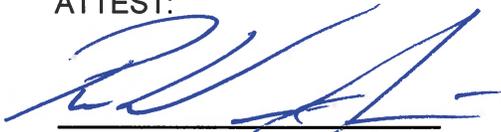
**BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

1. SECTION 5 and 6 of Resolution No. 16-12 shall be amended to increase public comment time to three (3) minutes at all City Council Meetings including, but not limited to, general and special meetings.
2. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 1<sup>st</sup> day of October 2019.

  
\_\_\_\_\_  
Jose R. Gonzalez  
Mayor

ATTEST:

  
\_\_\_\_\_  
Richard Iglesias  
Assistant City Clerk

**CERTIFICATION**

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

I, Richard Iglesias, Assistant City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 19-28 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 October, 2019, and that said Resolution was adopted by the following vote, to-wit:

AYES:            Guerrero, Lozoya, Alcantar, and Gonzalez

NOES:           None

ABSENT:        Garcia

ABSTAIN:       None

  
\_\_\_\_\_  
Richard Iglesias  
Assistant City Clerk

**RESOLUTION NO. 16-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING THE RULES TO PLACE ITEMS ON CITY COUNCIL AGENDAS AND THE STANDARD ORDER OF BUSINESS OF CITY COUNCIL MEETINGS**

**WHEREAS**, on May 19, 2015, the City Council adopted Resolution 15-18, establishing a Standard Order of Business for its meetings; and

**WHEREAS**, on September 28, 2015, the City Council adopted Resolution 15-49 amending the rules to place items on the City Council agendas and amending the Standard Order of Business by adding an agenda item devoted to: REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS; and

**WHEREAS**, the City Council currently conducts its regular meetings on the second and fourth Monday of each and every month, in accordance with Ordinance No. 645, and section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

**WHEREAS**, members of the public have expressed concerns that the late hour of the public comment for items not listed on the agenda, but within the City's jurisdiction, is inhibiting public participation in the discussion of these items because many members of the public are not available to stay for the public comment that is currently held until after the Closed Session Announcement; and

**WHEREAS**, the City Council shares these concerns and values the participation of members of the public as an important aspect of a transparent government; and

**WHEREAS**, as a result of these concerns, the City Council seeks to amend the Standard Order of Business to enable more efficient City Council meetings and encourage participation of the public at such meetings.

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

**SECTION 1.** In order to keep the number of agenda items for each City Council meeting at a reasonable number and in the interest of preventing agenda items from being tabled due to time constraints, each City Council Member may only place two (2) items on a City Council agenda. Acknowledging that there may be a number of important or time-sensitive agenda items in excess of this restriction, the City Manager shall have the authority to place additional agenda items on an agenda

if, in his discretion, he deems it necessary for the continued operations of the City or to properly conduct City business.

**SECTION 2.** There shall be a section in each regular City Council meeting agenda entitled "Requests for Agenda Items." During a regular City Council meeting, each City Council Member may use this section as a time to propose one (1) or two (2) agenda items he/she wishes to place on the following regular City Council meeting agenda. If a City Council Member wishes to place a third agenda item on the following regular City Council meeting agenda, the proposal to add of such an item must be approved by a majority vote of the City Council Members present at the meeting. If, outside of a regular City Council meeting, a City Council Member wishes to place an agenda item on a future agenda, the City Council Member shall do so pursuant to the procedures established in Section 3 and 4 of this Resolution.

**SECTION 3.** City Council Members seeking to place items on a City Council agenda shall first present the items to the City Manager.

**SECTION 4.** Agenda items shall be presented to the City Manager at least fourteen (14) days prior to the City Council meeting, to allow the City Manager to work with the Office of the City Clerk and other City staff to make any applicable modifications to the agenda items and prepare the agenda.

**SECTION 5.** The order of business for all regular and adjourned regular meetings shall be as follows:

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

**PUBLIC COMMENTS** (Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for two minutes concerning items under the City Council's jurisdiction, including items on the agenda and closed session items.)

**CITY COUNCIL COMMENTS** (Each Council Member is limited to two minutes)

**CITY MANAGER REPORT** (information only)

**REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS**

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

CONSENT CALENDAR

PUBLIC HEARING (Each member of the public may submit an additional comment card for each agenda item that requires a public hearing and will be permitted to speak for two minutes on each agenda item that requires a public hearing)

CITY COUNCIL BUSINESS SESSION

COUNCIL DISCUSSION

CLOSED SESSION

CLOSED SESSION ANNOUNCEMENT

ADJOURNMENT

Except with majority consent of the Council, items may not be taken out of order. If there are no items to be considered in any section(s), that section(s) may be omitted from that agenda.

SECTION 6. The order of business at special meetings shall be as follows:

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

TRANSACTION OF BUSINESS FOR WHICH THE SPECIAL MEETING WAS CALLED

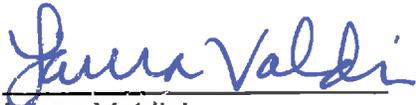
ADJOURNMENT

SECTION 7. This resolution repeals City Council Resolutions 15-18, 15-49 and 14-30. Further, to the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 14th day of March, 2016.

  
Cristian Markovich  
Mayor

ATTEST:



Laura Valdivia  
Interim City Clerk

**CERTIFICATION**

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

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-12 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 14th day of March, 2016, and that said Resolution was adopted by the following vote, to-wit:

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



Laura Valdivia  
Interim City Clerk

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# Item Number 12A

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## STAFF REPORT

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**Date:** July 21, 2020  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Henry T. Garcia, Interim City Manager/Executive Director  
By: Jennifer Hernandez, Human Resources Manager  
**Subject:** **Consideration to Approve a Legal Services Agreement (PSA) with Liebert Cassidy Whitmore (LCW) for Employment Matters**

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### RECOMMENDATION

The City Council is requested to approve a Fourth Amendment to the Legal Services Agreement with Liebert Cassidy Whitmore (LCW) for employment related matters (July 1, 2020 through June 30, 2021).

### BACKGROUND

1. On February 18, 2014, and October 21, 2014, the City amended the Agreement with Gallagher & Padilla to reflect a change to the firm's name, and to modify the scope of work with Olivarez Madruga. The City, under the previous contract with Olivarez Madruga, provided a specified monthly retainer (compensation) for a variety of legal services, including general advice and consultation on labor and employment issues; and preparation, review, and editing of legal opinions, ordinances, resolutions, contracts, and other legal documents. The monthly retainer with Olivarez Madruga did not include "Special Matters" related to employment and labor such as:
  - The conduct of investigations;
  - The defense and/or representation of CITY in the disposition of all workers' compensation claim matters;
  - The defense and/or representation of CITY in the conduct of employee layoffs, reassignment, disciplinary proceedings and/or termination proceedings beyond general legal advice and consultation. Special services include drafting of notices for intent to

discipline, attending investigative or disciplinary proceedings and all preparation and representation at all such proceedings, including the preparation of briefs, correspondence and reports in the conduct of the same;

- The representation of City in collective bargaining negotiations or proceedings for represented employees and the representation of City in labor and employment negotiations with unrepresented employees;
- Civil subpoenas; and
- Internal investigations.

Under the Agreement, the above mentioned "Special Matters" may be handled by an attorney with Olivarez Madruga at an additional cost, or Olivarez Madruga may assign this work to other firms, subject to the City Manager's approval.

2. On April 2, 2015, the City Manager and City Attorney reached an agreement that the referral of employment law matters and labor negotiations to outside neutral counsel would be in the best interests of the City. This discussion centered on other pressing matters that required the immediate attention of the Olivarez Madruga team, and the understanding that employment law is a broad and complex area of practice impacting every aspect of the employer and employee relationship. It was agreed upon that LCW provides the expertise in labor relations, labor negotiations, retirement benefits, impasse resolution, Fair Labor Standards Act compliance, unfair labor practices, and other employment related matters, that would benefit the City in these areas.
3. From 2015 to 2019, the City has had a successful working relationship with LCW, which has resulted in the successful labor negotiation process for both the CMEA MOU for FY 2015-2019 and CMEA MOU FY 2019-2022. LCW has also helped with a myriad of other complex issues related to employee relations, Public Employee Retirement Law (PERL), and compliance with other Federal, State, and local labor laws. Most notably, they promptly stepped in and played a crucial role in assisting the City with COVID-19 response efforts on the labor side, while also developing an effective working relationship with our general legal counsel in the process.
4. On June 30, 2020, City Council adopted Fiscal Year (FY) 2020-21 budget and appropriated funds for Liebert Cassidy Whitmore in the amount of \$40,000.

## **ANALYSIS**

Although the City is very satisfied with the legal services rendered to date by Olivarez Madruga Lemieux O'Neill (OMLO), on a series of occasions the City has relied on consortium participation with Liebert Cassidy Whitmore (LCW) to assist staff with labor related legal matters, due to a lack of available attorneys with subject matter expertise in employment law by our current legal counsel. This fact, coupled with the large number of projects that OMLO currently has, and will be undertaking in the upcoming months, has compelled the City Manager to explore contracting with LCW. Seeking to enter into an agreement with LCW, is being done in an effort to offset OMLO's current workload, as well as resolve labor related legal matters in a cost-efficient matter, as LCW is highly specialized in employment law, and can turn over projects in this area of law at a much quicker rate.

The City proposes to continue working with T. Oliver Yee, Partner of LCW, to serve as the City's designated attorney. Oliver Yee currently serves several other local Gateway Cities and comes with excellent references. He has also successfully assisted the City of Cudahy with negotiating a Memorandum of Understanding (MOU) for FY 2015-2019 and subsequently for FY 2019-2022. He did while maintaining a positive and effective working relationship with the Cudahy Miscellaneous Employee Association (CMEA) and their labor representation.

Lastly, due to the City's small organization, the OMLO team works with a variety of management and Association members on a daily basis. It is recommended that to avoid conflict or the appearance thereof, that a neutral firm be utilized for labor negotiations and employment related matters.

## **CONCLUSION**

The Council is requested to approve the attached Agreement with LCW. Should the Council determine not to move forward, the City would continue to work with Olivarez, Madruga, Lemieux, O'Neill LLP (OMLO) on the currently in-progress labor items, as well as other employment related matters. Potentially this may result in the delay of progress in pressing areas of personnel related matters.

## **FINANCIAL IMPACT**

Approval of the Legal Services Agreement will result in a not to exceed amount of \$40,000. Costs associated with this agreement have been appropriated as part of the FY 2020-21 City

Budget.

**ATTACHMENTS**

- A. Agreement for Special Services
- B. LCW Firm Resume
- C. T. Oliver Lee, Partner - Resume

**AGREEMENT FOR SPECIAL SERVICES**

This Agreement for Special Services (“Agreement”) is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF CUDAHY, A Municipal Corporation (“City”). For purposes of this Agreement, the capitalized term “Parties” shall be a collective reference to both City and Attorney. The capitalized term “Party” may refer to either City or Attorney, interchangeably as appropriate.

**1. Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

**2. Attorney’s Services**

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

**3. Fees, Costs, Expenses**

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time, not to exceed \$40,000.00, unless mutually agreed upon by the Parties.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate,

adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

**4. Professional Liability Insurance**

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

**5. Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel

shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both Parties to this Agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

**6. File Retention**

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation

to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

**7. Assignment**

This Agreement is not assignable without the written consent of City.

**8. Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

**9. Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective Parties and to bind their respective Parties hereto.

**10. Term**

This Agreement is effective July 1, 2020 to June 30, 2021, and may be modified by mutual agreement of the Parties. This Agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

CITY OF CUDAHY,  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paralegals	\$135.00
E- Discovery Specialists	\$135.00
Law Clerks	\$135.00 - \$175.00

2. COSTS

1. Photocopies	\$0.15 per copy
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## SCHEDULE II

### LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

#### Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.



# Firm Resume

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A PROFESSIONAL LAW CORPORATION

EMPLOYMENT LAW | LABOR RELATIONS | EDUCATION LAW | MANAGEMENT TRAINING

[www.lcwlegal.com](http://www.lcwlegal.com)

*With offices in Los Angeles, San Francisco, Fresno, San Diego and Sacramento, Liebert Cassidy Whitmore provides services for a majority of cities, counties and community colleges as well as a substantial number of school districts in California. The Firm is a full service employment and labor relations law firm providing expert consultation, representation, litigation, negotiation and investigation services to public agency management. In addition, the Firm produces a wide-range of dynamic management training workshops and seminars in employment and labor relations issues to cities, counties, courts, special districts, schools, community college districts, and state universities.*

## **Negotiation Services**

Members of Liebert Cassidy Whitmore have successfully negotiated thousands of labor agreements for cities, counties, special districts and school and college districts. The agreements negotiated on behalf of these and other public employers, depending upon the particular philosophy and circumstances of a given agency, have run the gamut from brief understandings limited to benefit items to comprehensive labor agreements that define substantially all terms of employment. These comprehensive MOU's, through management rights, waivers and "zipper" type clauses, provide protection to management's ability to manage the agency. Members of the firm are experienced in collaborative/interest based bargaining techniques as well as the more traditional labor negotiations approach.

In addition to conducting negotiations for public employers, we continually work with public agencies that employ staff personnel to do their own negotiations. This arrangement has involved all aspects of consultation and related services, including writing initial bargaining proposals, reviewing counter-proposals, providing training and advice concerning negotiating strategies, and giving general advice when particular problems arise.

### ***Negotiating Impasses***

Services provided by members of the firm have included direct participation, as well as general consultation in hundreds of mediation, fact-finding and arbitration proceedings.

### ***Strikes***

We have worked with many public sector clients in contingency planning for job actions and in assisting them in strike-related activities. A firm partner co-authored the "Management Strike Handbook" published by the International Personnel Management Association.

### ***Contract Administration and Grievance Handling***

The firm has extensive experience in the area of grievance administration, ranging from

giving advice at the administrative levels of the grievance process through litigating arbitration cases.

### ***Public Employment Relations Board Representation***

Members of the firm have had many years of experience representing our clients in all phases of PERB proceedings, from consultation and responses to Unfair Labor Practice claims through PERB hearings and court appeals. A firm partner served as counsel to the PERB Board's first Chairperson as well as serving as a PERB Administrative Law Judge. Another firm partner served as a representative of the League of California Cities and the California Association of Counties in the legislative and administrative proceedings in connection with the PERB assuming jurisdiction over local agency employment relations.

## **Our Approach to Negotiations**

- We work with and for the chief administrative official and his/her designated staff, and through him/her with the Governing Body. We provide professional advice to assist the agency in determining its policy goals and objectives, which then become our goals and objectives; we see our job as applying our best efforts and skills to achieving them.
- We believe in carefully organizing for negotiations, with goals and objectives kept well in mind. The negotiating process, we believe, consists of definable stages, from preparatory activities to the preliminary bargaining phases, "hard bargaining," and finally to agreement, impasse procedure, or work action. Each stage of the process requires an organized approach in order to maximize the chances of attaining bargaining objectives.
- Our philosophy is not one of "union busting," but rather one of using a professional approach that seeks to achieve and maintain professional relationships, notwithstanding the adversarial aspects of the process.
- We call to the attention of our clients that in return for agreeing to competitive benefit adjustments, it is reasonable for them to seek to contractually protect and maximize their management discretion to set standards of service and retain the prerogative to direct, assign, and stimulate employees to meet them.
- We see the conclusion of negotiations as the beginning for establishing a constructive employer-employee organization-employee relations structure, which requires management training and ongoing involvement with agency management on our part.

- While one member of the firm handles a particular negotiating unit, at least one other designated attorney will be kept advised so that at all times the client has access to an attorney who is familiar with the status of the situation in each bargaining unit.

## **Local Agency Employment Law Services**

We have worked closely with city attorneys, county counsels and general counsels, and have directly handled the representation for our local agency clients in literally hundreds of legal proceedings before civil service and personnel boards, arbitrators, the Public Employment Relations Board (PERB), state and federal EEO and other administrative agencies and the courts. These proceedings have covered the full spectrum of employer-employee relations matters, including such matters as civil service appeals, recognition and unit representation matters, unfair labor practice charges and related negotiating issues, employment discrimination matters, pension and disability issues, wrongful termination and Fair Labor Standards Act claims.

## **Investigations Practice Group**

The firm's Investigation Practice Group specializes in investigating allegations of discrimination, harassment and other misconduct. Our investigative practice primarily serves private sector employers and public sector agencies that are not already firm clients. However, we also represent current clients on a case-by-case basis depending upon the specific facts and allegations at issue.

Because of confidentiality issues, we do not identify those employers for whom we have conducted outside investigations. We have conducted investigations for organizations in the hospitality, legal and trade industries as well as public sector agencies.

We continue to publish articles and present workshops on the topic of investigations. Our workshops identify the key components of a successful investigation including how and when to begin an investigation, who should conduct the investigation, how to maintain confidentiality, how to organize and execute an effective investigation, and how to evaluate the facts and take corrective action once the investigation is completed.

## **Audit Services**

By virtue of the public agency background of members of the firm, we have extensive

experience in developing local agency Employer-Employee Relations Resolutions/Ordinances and personnel policies and procedures. A firm partner developed the League of California Cities Sample Employer-Employee Relations and Personnel Policies and Procedures Ordinances. The firm does extensive work in reviewing agency civil service/personnel policies and rules to assure continuing consistency with the ever-changing dictates of EEO and affirmative action, labor relations and other laws and administrative regulations.

Members of the firm conduct comprehensive audits regarding agency's compliance with the Fair Labor Standards Act (FLSA). Additionally, the firm publishes a comprehensive guide, "Fair Labor Standards Act: A Public Sector Compliance Guide," that serves as a reference to agencies across the country.

To learn more about the FLSA Audits, visit [www.lcwlegal.com/flsa-audit](http://www.lcwlegal.com/flsa-audit) where you can find detailed information about what an FLSA audit entails.

## **Retirement Practice**

The firm provides advice and counsel to public agencies regarding the laws and regulations of public employee retirement plans, including PERS, the County 1937 Retirement Act, and local agency retirement laws, as well as on retiree health insurance issues. The firm defends public agencies that are sued regarding retirement issues, defends public agencies and their employees and retired employees in retirement in cases where PERS acts to reduce benefits, and represents public agencies in disability and industrial disability retirement appeals. The firm helps agencies defend against PERS and other retirement board audits and, where necessary, files administrative appeals to challenge any negative audit findings.

Members of the firm advise on all issues related to PERS, 1937 Act and STRS benefits. For example, we provide advice and counsel to clients regarding retirement formulas, the rules on reportable compensation, PERS and 37 Act contract amendments, disability retirement procedures and obligations, service credit, GASB issues, unfunded liabilities, retiree health benefits, vested rights and elected official benefits.

Retirement issues have major impacts on agency labor relations. The firm provides strategy and guidance during negotiations in regards to retirement benefits, including acting as chief negotiator. We review agency policies and collective bargaining agreements/memoranda of understanding to ensure that they comply with applicable law.

We represent agencies in retirement related administrative appeals and litigation, and have assisted agencies defend claims of underfunding as well as fiduciary obligations.

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## **Litigation Services**

Liebert Cassidy Whitmore attorneys strive to prevent employment disputes before they arise through education, training, audits, advice, planning, and cooperative employer-employee relations. When employment disputes do arise, our defense efforts are designed to meet each client's particular needs, goals, and budget.

We specialize in representing public agencies in the defense of legal actions and enjoy the reputation of a results-oriented, successful litigation firm. We are experts in all phases of litigation in both federal and state courts: pleading, discovery, motion practice, alternative dispute resolution, settlement and trial.

Our particular expertise is the defense of public agencies in actions brought by employees, former employees, applicants or other individuals alleging employment related claims such as violations of the California Fair Employment and Housing Act; Federal Civil Rights Acts (*e.g.*, section 1981 and 1983 claims); Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Meyers-Milius-Brown Act; Family and Medical Care Leave Acts; wrongful termination; and violation of state and/or federal constitutional rights such as due process, First Amendment and privacy rights.

The firm's attorneys have handled a number of cases that have culminated in jury trials resulting in defense verdicts. These cases included claims for violation of constitutional rights; violation of the Age Discrimination in Employment Act; violation of the disability provisions contained in the Fair Employment and Housing Act; reverse discrimination; sex discrimination; sexual harassment; national origin discrimination; age discrimination; intentional infliction of emotional distress and retaliation claims under both state and federal laws.

## **Consulting and Training Services**

One of the firm's greatest sources of accomplishment comes from its record of success in counseling and advising its clients on the best ways to avoid becoming a party to adversary proceedings. We were "pioneers" in the training field by creating "consortiums" of agencies. The thirty-five Employment Relations Consortiums (ERCs) are comprised of over 750 cities, counties, schools, community college districts, and state universities as well as other public sector agencies.

As part of our ERC services, we provide ongoing training on current developments in labor relations and personnel law on subjects including negotiation strategies; performance evaluations; disciplinary actions; employment discrimination, including

harassment and ADA issues; Family and Medical Care Leave Acts; violence in the workplace; effective supervision; grievance administration; law enforcement issues and special workshops for governing board members. Experience over the years confirms that not only have the member agencies found the consulting and training services helpful, but an invaluable opportunity for the exchange of ideas and information between agency management.

The firm provides individual training services to public agencies on a half-day or full-day basis. We customize these training programs to the precise needs of the client. For example, we have provided on-site training programs to employees and/or supervisors and managers of over one hundred agencies last year.

Members of the firm make presentations on employment relations law issues to a variety of professional organizations including:

*American Arbitration Association*  
*American Bar Association*  
*Association of California Water Agencies*  
*Association of Legal Administrators*  
*California Association of Joint Powers Authorities*  
*California Association of Independent Schools*  
*California Association of Public Retirement Systems*  
*California County Counsels Association*  
*California Fire District Association*  
*California Law Enforcement Association of Records Supervisors*  
*California Municipal Finance Officers*  
*California Peace Officers Standards and Training (POST) Academy*  
*California Police Chiefs Association*  
*California Public Employer Labor Relations Association*  
*California Sanitation Risk Management Authority*  
*California Society of Municipal Finance Officers*  
*California Special Districts Association*  
*California State Association of Counties*  
*California State Bar Labor and Employment Law Section*  
*California State Sheriffs Association*  
*County Personnel Administrators Association of California*  
*Fire Districts Association of California*  
*International Personnel Management Association*  
*League of California Cities*  
*National Employment Law Institute*  
*National Institute of Municipal Law Officers*  
*National Public Employer Labor Relations Association*

*Public Agency Risk Management Association*  
*Public Risk Management Association*  
*Professionals in Human Resources Association*  
*Southern California Labor Relations Council*  
*Southern California Personnel Management Association*

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tel: 415.512.3000

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Fresno, CA 93704  
tel: 559.256.7800

550 West "C" Street  
Suite 620  
San Diego, CA 92101  
tel: 619.481.5900

400 Capitol Mall  
Suite 1260  
Sacramento, CA 95814  
tel: 916.584.7000



## T. Oliver Yee

Partner | Los Angeles

[oyee@lcwlegal.com](mailto:oyee@lcwlegal.com)

Tel: 310.981.2044

### EXPERIENCE

Oliver provides representation and legal counsel to Liebert Cassidy Whitmore's city, county, special district, community college district, charter school, and public safety clients. He leads the firm's Audit Services Practice Team. In addition, his practice involves representing and advising clients on a variety of labor and employment issues including labor negotiations, personnel rules and policies, the Fair Labor Standards Act, laws and regulations of public employment retirement plans, the Brown Act and Public Records Act, unfair labor practices, employee grievances, leave and disability issues, and disciplinary actions.

Oliver is an experienced labor negotiator, having represented public agency clients as their chief negotiator in all aspects of the negotiations process, from the pre-negotiations planning phase up to and including impasse and fact finding. Oliver has also successfully navigated through an employee strike, serving as lead counsel and chief negotiator. He has also successfully represented clients before the Public Employment Relations Board, and regularly provides advice and counsel on negotiations and labor relations strategy. In addition, Oliver regularly provides advice and counsel on retirement issues, and has successfully represented clients on appeals involving CalPERS and disability retirement determinations.

Oliver also specializes in providing audit services. He relies on his vast experience in labor relations and litigation to bring thoughtful and innovative review and analysis to the audit process. He is an author of the Liebert Model Personnel Policy Portal (LMP3), a set of model personnel policies for public agencies, and regularly audits personnel rules, administrative policies, and employee handbooks. In addition, Oliver's successful representation of clients in FLSA litigation enables him to be an effective auditor on FLSA-related issues.

Oliver has successfully represented clients in class action matters involving the FLSA, and single plaintiff litigation employment matters in both state and federal court from inception through discovery, pre-trial proceedings, and settlement or trial. He has also successfully defended agencies in disciplinary actions, and regularly advises clients on disciplinary matters.

Oliver is a prolific and dynamic presenter in Liebert Cassidy Whitmore's training program. He regularly trains governing bodies, managers, supervisors and human resources personnel. He also frequently presents at public sector conferences on relevant labor and employment topics. Oliver relies on his extensive training experience to provide proactive and preventative advice and counsel to clients.

Oliver serves as the Personnel Chapter Chair of the League of California Cities Municipal Law Handbook. In 2013, 2014 and 2015, Oliver was named a Southern California *Super Lawyers Rising Star* – Labor and Employment Law.

### EDUCATION

JD, Washington University School of Law, St. Louis

BA, Washington University, St. Louis

MA, Washington University, St. Louis

## LEGAL EXPERTISE

Audit Services  
Employment Law  
Labor Relations & Collective Bargaining  
Public Education  
Public Safety  
Retirement, Health & Disability  
Litigation Services  
Wage & Hour

## REPRESENTATIVE MATTERS

### LITIGATION

***Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al. (2012)*** -

Handled a Fair Labor Standards Act collective/class action case where the U.S. District Court granted a County law enforcement employer's summary judgment motion. The lawsuit involved the "donning and doffing" claims of approximately 3,000 deputy sheriffs in two different, yet consolidated, collective action lawsuits filed against the County and its Sheriff (collectively "the County"). The district court also granted the County's motion to decertify the remaining "off-the-clock" work claims. The district court's rulings effectively ended two large collective/class action lawsuits after several years of litigation.

***Rosales v. County of Los Angeles (2011)*** - This FLSA collective action sought compensation for unreported overtime and certification of a class of 700 IHSS social workers who evaluated IHSS recipients' needs and made recommendations regarding the services to be performed by IHSS providers. We successfully defeated plaintiffs' attempt to certify the class and limited the case to just one social worker. The case then settled for nuisance value.

***Petersen Law Firm v. City of Los Angeles (2009 and 2013)*** - Represented City and individual defendants in an action in which they prevailed on an Anti-SLAPP motion in a case challenging investigation of police officers. After the matter was appealed and remanded, the trial court reconsidered the City's motion for attorney's fees and ruled that the City was entitled to recover the entire amount of attorney's fees and costs it requested.

***Bentley v. County of Los Angeles, et al (2009)*** - In a federal lawsuit a County client defeated a motion for conditional certification of a collective action filed by a potential lead plaintiff in a Fair Labor Standards Act ("FLSA") wage and hour action.

### NEGOTIATIONS

***City of Santa Barbara*** - Oliver served as chief negotiator during collective bargaining agreement negotiations with the City's public safety units.

***City of La Verne*** - Oliver served as chief negotiator during collective bargaining agreement negotiations with the City's public safety units.

***City of Redlands*** - Oliver served as chief negotiator during collective bargaining agreement negotiations

with the City's public safety units.

**City of Whittier** - Oliver served as chief negotiator during collective bargaining agreement negotiations with the City's miscellaneous employee unit.

**City of Cudahy** - Oliver served as chief negotiator during collective bargaining agreement negotiations with the City's miscellaneous employee unit.

**City of Bell Gardens** - Oliver has provided advice and counsel over the years during the City's collective bargaining agreement negotiations and in its labor relations with its employee groups.

**City of Sierra Madre** - Oliver has provided advice and counsel over the years during the City's collective bargaining agreement negotiations and in its labor relations with its employee groups.

**Barstow Community College District** - Oliver served as chief negotiator during collective bargaining agreement negotiations with the District's faculty and miscellaneous employee units.

**The Accelerated School** - Oliver served as chief negotiator during collective bargaining agreement negotiations with the School's teacher and miscellaneous employee units.

**Orange County Cemetery District** - Oliver served as chief negotiator during collective bargaining agreement negotiations with the District's miscellaneous employee unit.

## **AFFILIATIONS**

California Council of School Attorneys (CCSA)

## **AWARDS**

Selected for inclusion in Southern California *Super Lawyers Rising Stars* in the field of Labor and Employment, 2013-2015

## **PUBLICATIONS**

**Anticipating Legal Issues in a Post-COVID-19 Work Environment**, Jul 14, 2020

**Adapting to the "New Normal": Lessons Learned and Best Practices for a Post-COVID 19 Workplace**, Jul 14, 2020

**How COVID-19 Could Permanently Transform Public Agency Operations: Lessons Learned**, Jun 2, 2020

**Telework Transition Holds Key Lessons for Public Agencies**, May 28, 2020

**Employee Housing Assistance—Legal Considerations for California Public Agencies**, Apr 14, 2020

**Employee Housing Assistance—Legal Considerations for California Public Agencies**, Apr 14, 2020

**Navigating the Impacts of AB 5 for Public Agency Employers**, Dec 9, 2019

**Governor Signs AB 5 into Law Codifying ABC Test for Determining Independent Contractor Status,** Sep 19, 2019

**A General Manager's Guide: To Bringing Out The Best In Their Boards, Commissions, and Elected Officials,** Aug 8, 2019

**Negotiating Modifications and Coalition Bargaining,** Sep 19, 2017

**Independent Contractor = No CalPERS Membership, Right? Not so Fast!,** May 24, 2016

**Prevention, Prevention, Prevention! It's Time to Audit Your Agency's Personnel Rules,** Apr 14, 2016

**Top 5 Questions for Conducting MOU Review,** Apr 13, 2016

**Achieving Brown Act Success: What Are The Top Five "Dos And Don'ts" For Closed Session?,** Jul 24, 2015

**Drafting MOU Language Following a Tentative Agreement,** May 6, 2015

## **PRESENTATIONS**

**How to Handle Your Independent Contractor Dilemma,** Jul 30, 2020

**Navigating Public Sector Employment,** Orange County Sanitation District, Webinar, Jun 16, 2020

**Human Resources Boot Camp for Special Districts,** California Special District Association (CSDA) Human Resources Bootcamp, Webinar, May 13, 2020

**Navigating the Crossroads of Discipline and Disability Accommodation,** LA County Human Resources Consortium, Webinar, Apr 23, 2020

**Understanding the Legal Landscape for the Use of Independent Contractors,** League of California Cities - City Attorneys' Department, Webinar, Mar 19, 2020

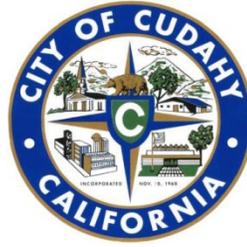
**Nuts & Bolts: Navigating Common Legal Risks for the Front Line Supervisor,** East Inland Empire ERC, Fontana, Mar 12, 2020

**Difficult Conversations,** East Inland Empire ERC, Fontana, Mar 12, 2020

**The Art of Writing the Performance Evaluation,** Orange County Consortium, Buena Park, Feb 20, 2020

**Navigating the Crossroads of Discipline and Disability Accommodation,** Ventura/Santa Barbara ERC, Simi Valley, Feb 12, 2020

**Privacy Issues in the Workplace,** Ventura/Santa Barbara ERC, Simi Valley, Feb 12, 2020



# Item Number 12B

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## STAFF REPORT

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**Date:** July 21, 2020

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Henry Garcia, Interim City Manager/Executive Director  
By: Victor Maria Santiago, Parks and Recreation Program Coordinator

**Subject:** **Consideration to approve a Professional Services Agreement and Community Development Block Grant Program Subrecipient Agreement between the City of Cudahy and the Young Men's Christian Association (YMCA) for Continuing Youth Sports Services and Distance Learning**

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### RECOMMENDATION

The City Council is requested to approve a Professional Services Agreement (Attachment A) and Community Development Block Grant Program Subrecipient Agreement (Exhibit F) between the City of Cudahy and the YMCA to continue to provide youth sports services, and distance learning.

### BACKGROUND

1. On August 14, 2017, City Council approved the Professional Services Agreement (PSA) between the City of Cudahy and the South East Rio Vista YMCA to manage the City's youth sports program on a cost-neutral basis to the City.
2. On September 25, 2017, City Council approved the first amendment to Professional Services Agreement (PSA) between the City of Cudahy and the YMCA to provide youth sports programs at the cost of \$37,600.00 to the general fund.
3. On May 21, 2019, City Council approved a Professional Services Agreement (PSA) between the City of Cudahy and the YMCA to provide youth sports programs at the cost of \$37,600.00 to the general fund.
4. On April 7, 2020, the City was informed that CDBG Cares Act (CDBG-CV) Supplemental

funding had been allocated for the 2019-2020 fiscal years in the amount of \$220,908.

5. On May 14, 2020, a public hearing notice soliciting suggestions and recommendations for City Council consideration for the use of CDBG-CV funds for FY 2019-20 was posted on the City website, as the public facilities normally utilized to post public notices are currently closed as a result of the COVID-19 pandemic.

## **ANALYSIS**

Since the City established the partnership with the Southeast Rio Vista YMCA in 2017, the Parks and Recreation department gained invaluable and extensive collaborations with various agencies that would not have been possible without partnership with the Y. The partnership will enable us to leverage the unique strengths of each organization and help us meet our residents' diverse health, recreational, and social needs.

The Young Men's Christian Association (commonly known as YMCA, or simply the Y) is a worldwide organization with more than 2 billion beneficiaries from 125 national associations. The Y is a uniquely resourceful organization due to its extensive network, ranging 10,000 neighborhoods across the nation. The Y's renowned reputation and robust partnerships make it a premier vessel to promote positive change in communities.

Today, continuing its commitment to helping people and communities learn, grow and thrive. the Y engages with more neighborhoods across the U.S. than any other non-profit organization of its kind. The Y's contributions are both far-reaching and intimate—from influencing the nation's culture during times of profound social change to the individual support they provide to an adult learning to read. By nurturing the potential of every child and teen, improving the nation's health and well-being, and supporting and serving community neighbors, the Y ensures that everyone has the opportunity to become healthier, more confident, connected and secure.

The Y emphasizes values such as focus and accountability to bring about meaningful change in individuals and communities. The Y therefore measures mission success by how well it engages communities in three areas of focus:

- Youth Development - Nurturing the potential of every child and teen.
- Healthy Living - Improving the nation's health and well-being
- Social Responsibility - Giving back and providing support to our neighbors.

The Y is a cause-driven organization that advocates for youth development, healthy living, and social responsibility. It believes a strong community can best be achieved when all parties are

invested in its kids, health, and neighbors. The Y is for everyone. The programs, services, and initiatives enable kids to realize their potential. The Y prepares teens for college and strengthens family bonds by providing opportunities for families to have fun. It empowers people to be healthier in spirit, mind, and body, prepares people for employment, welcomes and embraces newcomers, and helps foster a nationwide service ethic.

### **YMCA PROPOSAL FOR CUDAHY**

The Y will continue with the culture of parent volunteering and competitive leagues. Currently, the Y services over 250 participants per activity, as well as provides sports clinics before the start of said leagues. All youth sports leagues will only begin once it is safe and recommended to do so and will follow guidelines released by the Centers for Disease Control Prevention.

- Baseball (Dodgers RBI Program) at Cudahy Park, 5220 Santa Ana Street
- Basketball (Clippers Foundation) at Clara Park, 4835 Clara Street
- Soccer (Los Angeles Galaxy) at Lugo Park, 7810 Otis Avenue
- Indoor Hockey (Los Angeles Kings) at Clara Park, 4835 Clara Street
- Backpack Giveaway
- Holiday Event (Toy giveaway)

Furthermore, the Y will conduct virtual classes and/or activities during the COVID-19 pandemic, allowing kids to participate in various activities while practicing social distancing from home.

- Youth virtual classes and on-demand courses (Born to Move).
- Youth & Government will offer virtual classes. The program will provide participants the opportunity to build on the following skills: leadership, debate, public speaking, research and writing, and teamwork.

The aforementioned virtual-based project shall be funded by CDBG-CV funds as part of the Virtual Youth Services Program. The activity summary program is as follows:

### **Virtual Youth Services Program**

If approved, this program would allow City staff to coordinate YMCA virtual youth services. Virtual services would consist of educational classes available to Cudahy youth online during the summer months while they continue to shelter from home for health and safety purposes as a result of the existing COVID-19 pandemic. This would allow young members of the community to safely participate in fun and educational/recreational activities from the safety of their homes.

CDBG-CV supplemental funding allocated for the 2019-20 fiscal year has made funding this virtual program possible. CDBG-CV funds were provided to eligible public agencies for COVID-19 response purposes, in accordance with the HUD guidelines, for projects/programs including property acquisition and disposition, housing, public facilities and improvements, public services, and commercial/industrial improvements and other economic development activities. However, in order to use CDBG-CV funds for any of these eligible activities, it must be shown that the activity will prevent, prepare for, or respond to the COVID-19 pandemic, as is the case with this virtual program.

### **CONCLUSION**

If the City Council approves the proposed Community Block Grant Program Subrecipient Agreement, it would allow the Y to continue managing the proposed services for the City's planned youth sports program, and provide high-quality services throughout their programming.

If the City Council denies the Community Block Grant Program Subrecipient Agreement, no further action will be taken, and the City will be left with no youth sports programs available to provide needed services to the community.

### **FINANCIAL IMPACT**

The total financial impact to the agreement with the YMCA is \$62,000 for FY 2020-21. The agreement will have dual funding sources. CDBG-CV funds shall fund \$25,000, and \$38,000 has been appropriated in General Funds as part of the FY 2020-21 City Budget.

### **ATTACHMENTS**

- A. Community Block Grant Program Subrecipient Agreement



## **PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF CUDAHY AND YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA)**

This PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into as of June 21, 2020 (the "Effective Date"), by and between the City of Cudahy, a municipal corporation ("CITY"), and YMCA, a California 501(c)(3) non-profit organization within the City of Los Angeles ("ORGANIZATION"). CITY and ORGANIZATION may be collectively referred to herein as ("PARTIES").

### **RECITALS**

WHEREAS, the intent of this AGREEMENT is to set forth the terms and conditions under which PARTIES shall cooperatively implement the YMCA evening and weekend youth Sports programs at CITY site ("PROPERTY"), as listed in **Exhibit "A,"** which is attached hereto and incorporated by reference;

WHEREAS, ORGANIZATION shall provide high quality, affordable sports opportunities for underserved youth while encouraging community and family involvement through the formation and management of youth sports programs in CITY at the PROPERTY ("PROGRAM");

WHEREAS, the PROGRAM will consist of evening and weekend sports programs for youth, ages three (3) through seventeen (17) years old as described in **Exhibit "B";** and

WHEREAS PROGRAM shall be understood to collectively include the activities, actions, and requirements listed under the permitted uses and performance requirements described in this AGREEMENT.

### **AGREEMENT**

**1. Use of Property.** In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, authority to use the PROPERTY for the implementation of the PROGRAM in coordination with CITY staff, as authorized under this AGREEMENT as the Permitted Uses ("PERMITTED USES") and set forth in the Permitted Uses sheet attached herein as Exhibit-B; and in compliance with the Performance Requirements

("PERFORMANCE REQUIREMENTS") attached hereto as **Exhibit "C."** Under the terms of this AGREEMENT, ORGANIZATION is obligated and agrees to be solely responsible for certain costs associated with the operation of the PROGRAM, also as set forth herein.

**2. Term.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be from the July 21, 20120 through June 30, 2021, unless earlier terminated in accordance with this AGREEMENT.

A. Subsection 2(A) notwithstanding, 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. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this AGREEMENT as provided herein.

**3. Performance Review.** For the purpose of completing a performance review during the TERM of this AGREEMENT, ORGANIZATION shall submit to CITY a performance or programmatic report ("PERFORMANCE REPORT") using the criteria attached hereto as **Exhibit "D,"** which shall be incorporated herein by reference. ORGANIZATION shall submit such PERFORMANCE report to CITY no later than fifteen (15) days of the conclusion of each fiscal year in which this AGREEMENT is in effect. On behalf of CITY, CITY's Parks and Recreation Commission shall conduct such a performance review within thirty (30) days after CITY's receipt of the PERFORMANCE REPORT. The Performance Review may include, but not be limited to, other matters requiring CITY's approval, such as compliance with the terms and conditions of this AGREEMENT, adequacy of ORGANIZATION's funding, ORGANIZATION's operation and maintenance of the PROPERTY, public's participation in ORGANIZATION's programs, and ORGANIZATION's cooperation with CITY staff. ORGANIZATION shall provide such additional information as CITY may reasonably request.

**4. Access to the Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY. PARTIES will coordinate PROPERTY usage at no cost to the ORGANIZATION for use of the PROPERTY for the operation of evening and weekend classes, activities, and sports programs for youth as described in this AGREEMENT.

**5. Permitted Uses.** CITY grants to ORGANIZATION under this AGREEMENT temporary, limited use of the PROPERTY to operate the PROGRAM described in this AGREEMENT, in compliance with the PERFORMANCE REQUIREMENTS, attached hereto as **Exhibit "C."**

The use of the PROPERTY, as authorized by this AGREEMENT, shall specifically apply to the temporary, limited use of park facilities ("FACILITIES"), during specified days and hours as

determined by mutual agreement. Such use shall include the use of respective restrooms/locker rooms, classrooms, and areas around the FACILITIES, as required for PROGRAM staging, training, ingress-egress, administration, security, and operation, subject to prior coordination with respective CITY staff.

a. PROPERTY may be used for meetings related to the operation and coordination of the PROGRAM.

b. No commercial activity will be allowed on the PROPERTY.

c. ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES with CITY's prior written consent through an amendment to this AGREEMENT, subject to approval by the CITY Manager.

d. ORGANIZATION must ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to the CITY prior to photographs being taken.

**6. Parking.** During the TERM of this AGREEMENT and during PROGRAM hours of operation, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis, if parking spaces exist on the PROPERTY. Exclusive or designated parking shall not be allowed.

**7. Fees and Charges.** ORGANIZATION shall perform the various services and task set forth in Exhibit "B" in accordance with the fee structure set forth therein. The foregoing notwithstanding, ORGNIZATION's total compensation during the Term shall not exceeded the aggregate sum of SIXTY THREE THOUSAND DOLLARS (\$63,000.00) ("Not-to-Exceed Sum") ORGANIZATION shall provide CITY written notice within fifteen (15) calendar days of incurring fees and charges in excess of SIXTY THREE THOUSAND DOLLARS (\$63,000.00) in any given fiscal year. TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) of the Not-to-Exceed Sum will be funded by CDBG funding, which is memorialized in a separate agreement and incorporated by reference **Exhibit "F."** In the event ORGANIZATION's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the TERM or any, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this agreement.

**8. Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY

without prior written authorization by CITY. Should ORGANIZATION wish to propose certain capital improvements or physical changes to the PROPERTY, ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

**9. Maintenance.**

a. **Maintenance by ORGANIZATION.** ORGANIZATION shall be responsible for the general upkeep and maintenance of the PROPERTY during its use, excepting those obligations set forth in paragraph 9.b. ORGANIZATION shall be solely responsible for the preparation of the FACILITIES. ORGANIZATION shall further be responsible for repairing damage (beyond normal wear and tear) to the PROPERTY, including the park facilities and any structures, that arises through use by ORGANIZATION. Throughout the term of the Agreement, ORGANIZATION shall maintain its personal property (e.g., portable equipment, storage units, etc.) in a manner agreed to by CITY. ORGANIZATION shall dispose of trash and litter after each activity. If determined that it took place during hours of ORGANIZATIONS operations, ORGANIZATION shall also be responsible for any repair or maintenance necessitated by vandalism or graffiti at the PROPERTY during the season. ORGANIZATION shall provide written notice within five business days to CITY of any damage to the PROPERTY beyond normal wear and tear during the use of PROPERTY by ORGANIZATION.

b. **Maintenance by CITY.** CITY shall be responsible for regular park maintenance, including the general upkeep and operation of the PROPERTY. CITY shall not be responsible for repairs necessitated by ORGANIZATION's use. CITY shall also be responsible for major structural repairs and capital improvements, unless necessitated by damage (other than normal wear and tear) caused by ORGANIZATION's use.

**10. Security.** ORGANIZATION shall be responsible for taking adequate measures to ensure the protection, safety and security of ORGANIZATION program participants and invitees.

**11. Insurance.** Before occupying the PROPERTY under this AGREEMENT, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Cudahy and its boards, officers, agents and employees, assigns and successors-in-interest, as an additional insured for all required coverages, as applicable. ORGANIZATION will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY and shall include the types and

minimum limits set forth in Exhibit-E, attached hereto and incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including but not limited to perils such as fire, vandalism and malicious mischief.

a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. City may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance than in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days prior written notice of such intended election.

d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.

e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**12. Indemnification.** Except for the active negligence or willful misconduct of CITY, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless CITY and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, arising in any

manner by reason of or incident to the performance of work under this AGREEMENT on the part of ORGANIZATION and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PROPERTY because of ORGANIZATION's active negligence or willful misconduct. ORGANIZATION agrees that any third party working or providing services within the PROPERTY will indemnify and hold harmless CITY and its boards, officers, agents, invitees, employees, assigns, successors-in-interest, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the ORGANIZATION, excepting the active negligence or willful misconduct of ORGANIZATION.

Except for the active negligence or willful misconduct of ORGANIZATION, CITY undertakes and agrees to defend, indemnify and hold harmless, ORGANIZATION, and all of their boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to reasonable attorneys' fees and costs of litigation, for damage or liability of any nature whatsoever, for death or injury to any person, including CITY employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of CITY.

ORGANIZATION may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring on the PREMISES because of CITY's active negligence or willful misconduct. CITY agrees that any third party working or providing services within the PREMISES will indemnify and hold harmless the ORGANIZATION, and their officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of CITY, excepting the active negligence or willful misconduct of CITY.

**13. Casualty and Condemnation.** ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

**14. Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use PROPERTY in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PROPERTY. As used herein, "hazardous substances"

shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers, and stain shall be brought onto or stored on the PROPERTY.

**15. Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both PARTIES. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES, including elected officials and public officials.

ORGANIZATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include CITY official logo and the following statement at the beginning or introduction of such release:

"In Collaboration with the City of Cudahy"

**16. Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the CITY. CITY may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On all signage at PROPERTY, ORGANIZATION shall include the official CITY logo and provide the following credit:

"In Collaboration with the City of Cudahy"

**17. Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate the PROGRAM at the PROPERTY, as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.



**20. Representations and Warranties.** PARTIES each represent and warrant to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.

**21. Relationship of Parties.** CITY and ORGANIZATION agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. CITY and ORGANIZATION are independent contractors.

**22. No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

**23. Approval of Sub-agreements.** Any operations concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or other sub-agreement affecting the PROPERTY shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and entities intended to provide programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

**24. Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other thirty (30) calendar days advanced written notice.

a. CITY reserves the right to terminate this AGREEMENT at its sole discretion, for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment, and peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving written notice of termination.

b. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a

material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PROPERTY for any of the "Permitted Uses" or fails to comply with the agreed upon Performance Requirements, terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reason beyond ORGANIZATION's control.

**25. Survivability.** The indemnity requirements outlined in Section 12 of this AGREEMENT shall survive the TERM reflected in Section 2 of this AGREEMENT or any extension TERM granted by the CITY under Section 2(a) of this AGREEMENT.

**IN WITNESS WHEREOF**, the parties execute this AGREEMENT in California. This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**CITY OF CUDAHY**

BY: \_\_\_\_\_

Henry T. Garcia , Interim City Manager

**YOUNG MEN'S CHRISTIAN ASSOCIATION**

LOS ANGELES, a California 501C(3) non-profit organization

BY: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

OLIVAREZ MADRUGA, LLP  
CITY ATTORNEY

By: \_\_\_\_\_

DRAFT

**EXHIBIT-A**

**Property**

The PROPERTY listed below is mutually agreed upon by both PARTIES. Additional sites may be added, contingent upon the mutual agreement of PARTIES.

<b>Facility</b>	<b>Address</b>
Cudahy Park	5220 Santa Ana Street, Cudahy CA 90201
Clara Park	4835 Clara Street, Cudahy CA 90201
Expansion Park	4835 Clara Street, Cudahy CA 90201
Lugo Park	7810 Otis Avenue, Cudahy CA 90201

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## **EXHIBIT-B Activities**

### **Youth Sports**

- Youth Basketball (Jr. Clippers)
- Indoor Ball Hockey (L.A. Kings Ball Hockey)
- Youth Soccer (L.A. Galaxy)
- Youth Baseball (Dodgers RBI)

### **Additions**

- Backpack Giveaway
- Holiday Toy Giveaway

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**Exhibit-C**  
**Performance Requirements Sheet**

In addition to the terms and conditions of this AGREEMENT, authorized use of the PROPERTY shall also be performed, if applicable, in compliance with the following Performance Requirements.

The Term of this AGREEMENT shall be contingent upon ORGANIZATION completing the following Performance Requirements to the satisfaction of CITY, within the specified time and in the manner stipulated.

In case of any inconsistency or conflict between this Performance Requirements Sheet and the content of this AGREEMENT, the provisions of the AGREEMENT shall prevail. Omission of any requirement contained in the AGREEMENT from this Performance Requirements Sheet shall not relieve ORGANIZATION from any responsibility for compliance with such requirement(s).

**Performance Requirements:**

1. Promotion, Marketing: ORGANIZATION, with the support of CITY Staff, shall be responsible for the promotion of programming and the coordination of media events, marketing, advertising, and publicity.
2. Equipment: ORGANIZATION shall provide the equipment and supplies needed in a timely manner, as requested.
3. Abide by CITY rules and regulations while on site and working with CITY staff and volunteers.
4. Photos and Filming: ORGANIZATION shall ensure that no photographs or filming of any individuals, including minors, or depiction of their likeness is included in any publication without obtaining prior written consent from the individual or the minor's parent or legal

guardian. The documentation of this written consent must be provided to the CITY Staff prior to photographs being taken and/or filming conducted.

5. Insurance: ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California.

## **EXHIBIT-D**

### **Performance Report**

Please complete the following Performance Report and provide to a CITY representative designated under this AGREEMENT.

Pursuant to Section 3 of this AGREEMENT (Performance Reviews), the completed Performance Report must be submitted to CITY prior to the end of the TERM of the AGREEMENT.

The Performance Report must cover all the information requested below.

#### Organization Information:

- On a monthly average, how many staff worked for your organization and in what capacity?
- How many volunteers served and in what capacity?
- Among those on staff, how many are licensed or certified and in what field?
- How many volunteers or staff are residents of the community served?

#### Program/Service Information:

- What are your goals and objectives for this collaborative relationship?
- How much progress was made on your goals and objectives?

- Were there any changes to the scope of work or plans, and if so, what changed?
- What geographic community is being served and what segment of the community is being served (age group, gender, specially challenged, etc...)?
- What efforts are being taken to maximize the PROGRAM experience to as many people as possible at this site?
- How do you gauge public satisfaction with the program or services offered?

Outreach to the Community:

- What outreach efforts did you implement to advertise, publicize, and/or provide information to the community to attract participation? Attach samples or copies.
- Among the outreach methods implemented, which was the most effective?
- Was any information obtained from the community that presented reasons for non-participation or participation difficulties, and if so, what efforts were made in response to improve the situation and stimulate participation?
- Attached Annual calendar of events for upcoming year.

**EXHIBIT-E**  
**Insurance Requirements**

Insurance Requirements and Limits as follows:

1. Workers' Compensation - \$1,000,000 Limit
2. General Liability - \$1,000,000 Limit
3. Automobile Liability - \$1,000,000 Limit
4. Property Insurance (All Risk Coverage) - \$1,000,000 Limit

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**EXHIBIT-F**



**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF CUDAHY  
AND  
YOUNG MEN CHRISTIAN ASSOCIATION (YMCA)**

This agreement (the "Agreement") is entered this 21<sup>st</sup> day of July, 2020 by and between the City of Cudahy hereinafter called the ("CITY") and Young Men Christian Association, hereinafter called the "SUBRECIPIENT," located at 4801 E. St, Maywood CA). For the purposes of this Agreement CITY and SUBRECIPIENT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or SUBRECIPIENT interchangeably.

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

WHEREAS, the CITY, as an entitlement recipient and grantee of the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant (CDBG) Program, seeks to enter into this Agreement with SUBRECIPIENT for the expenditure of CDBG funds in accordance with the Housing and Community Development Act of 1974, as amended, hereinafter called the "Act"; and

WHEREAS, the CITY, as an entitlement recipient and grantee of the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant (CDBG) Program, seeks to enter into this Agreement with SUBRECIPIENT for the expenditure of CDBG-CV funds in accordance with the Coronavirus Aid, Relief, and Economic Security Act, hereinafter called the "CARES Act"; and

WHEREAS, the SUBRECIPIENT is a private nonprofit agency that the CITY has selected to receive CDBG and CDBG-CV funds for its administration of eligible services, pursuant to the Act, CARES Act and CDGB regulations, as set forth in Title 24, Part 570 of Code of Federal Regulations ("CDBG Regulations"); and

WHEREAS, CITY and SUBRECIPIENT have duly executed this Agreement for the expenditure of such funds, as required under CDBG regulations for the provision of CDBG funds (24 C.F.R. 570.503(a)) and CDBG-CV funds; and

NOW, THEREFORE, it is agreed between the Parties that:

## I. SCOPE OF SERVICES

- A. The SUBRECIPIENT shall be responsible for administering CDBG-CV funded Virtual Youth Services Program comprised of the specific services set forth in **Exhibit "A-1,"** which is attached hereto and fully incorporated into this Agreement by this reference. Furthermore, the SUBRECIPIENT be responsible for administering General Fund funded Recreational Programs comprised of specific services set forth in **Exhibit "A-2,"** which is attached hereto and fully incorporated into this Agreement by this reference.
- B. CITY shall monitor the performance of the SUBRECIPIENT against the goals and performance standards required herein. Substandard performance, as determined by the CITY, will constitute non-compliance with this Agreement. If no action to correct such substandard performance is taken by SUBRECIPIENT within a reasonable amount of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

- A. This Agreement shall have a term of Ten (11) months commencing on July 21, 2020 through June 30, 2021.
- B. Subsection II(A) notwithstanding, 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. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement as provided herein.

## III. METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the CITY under this contract shall not exceed SIXTY-THREE THOUSAND DOLLARS per annum. It shall be noted that TWENTY-FIVE THOUSAND DOLLARS of the aforementioned not-to-exceed amount shall be funded by CDBG-CV funds. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Program Budget, **Exhibit A-1 and Exhibit A-2** herein and in accordance with performance.

Payments may be contingent upon certification of the SUBRECIPIENT's financial management systems in accordance with the standards specified in 2 CFR Part 200.

## IV. 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:

**YOUNG MEN CHRISTIAN  
ASSOCIATION:**

**CITY:**

City of Cudahy  
c/o Henry Garcia  
5220 Santa Ana Street  
Cudahy, CA 90201  
Phone: (323) 773-85143

**V. SPECIAL CONDITIONS**

The SUBRECIPIENT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the U.S. Department of Housing and Urban Development regulations concerning Community Development Block Grant (CDBG) and all federal regulations and policies issued pursuant to these regulations. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The SUBRECIPIENT agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

**B. Amendments**

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make a specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, or relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the CITY and SUBRECIPIENT.

C. Suspension/Termination

In accordance with 24 CFR 85.43, either party may terminate this Agreement at any time given written notices to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date such as termination. Partial terminations of the Scope of Service in Section I, above, may only be undertaken with the prior approval of the CITY/AGENCY. In compliance with 24 CFR 85.44 and, in the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material reported by SUBRECIPIENT under this Agreement shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The CITY may also suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in the CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is incompliant with any applicable rules or regulations, the CITY may withhold up to fifteen percent (15) of said contract funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY/AGENCY, or is otherwise adjudicated to be in compliance.

D. County Lobbyist Ordinance

The SUBRECIPIENT affirms that in the procurement and performance of this contract, it was and is in compliance with Los Angeles County Ordinance No. 93-0031.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standard

The SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 Subpart E “Cost Principles” as applicable; for all costs

incurred whether charged on a direct or indirect basis.

B. Documents and Record-Keeping

1. Records to Be Maintained

The SUBRECIPIENT shall maintain all records by the Federal regulations specified in 24 CFR 570.506 and 24 CFR 84.53 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.

3. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level, ethnicity, female head of household, or other basis for determining eligibility, and a description of services provided. Such information shall be made available to the CITY/AGENCY monitors or their designees for review upon request.

4. Property Records  
The SUBRECIPIENT shall maintain real property inventory records which identify properties purchased, improves or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "Changes in Use" restrictions specified in 24 CFR 570.503(b)(8).

5. National Objectives

The SUBRECIPIENT agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives: benefit low to moderate-income persons; aid in the prevention or elimination of slums or blight, and/or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

6. Close-Outs and Reversion of Assets

Per 24 CFR 570.503(b)(7)(i)(ii), SUBRECIPIENT obligation to the CITY shall not end until close-out requirements are completed within 30 days after expiration of this Agreement. Activities during this close-out period shall include, but are limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income, balances, and receivable accounts to the CITY), and determining the custodianship of records.

7. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits.

C. Reporting and Payment Procedures

1. Budgets

The SUBRECIPIENT will submit a detailed contract budget of a form and content prescribed by the CITY for approval. The CITY and the SUBRECIPIENT may agree to revise the budget from time to time in accordance with existing CITY policies.

2. Program income

The SUBRECIPIENT shall report quarterly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the SUBRECIPIENT may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the end of the contract period. Any interest earned on cash advances from U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Cost

If indirect costs are charges, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate CITY/AGENCY share of administrative costs and shall submit such plan to CITY/AGENCY for approval, prior to the execution of the contract.

4. Payment Procedures

The CITY will pay to the SUBRECIPIENT funds available under this contract based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY/AGENCY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT and not to exceed actual cash requirements. Payments will be adjusted by the CITY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts. In addition, the CITY reserves the right to liquid funds available under this Agreement for costs incurred by CITY on behalf of SUBRECIPIENT.

D. Procurement

1. Compliance

The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain an inventory of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this contract.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights/Compliance

The SUBRECIPIENT agrees to comply with all local and State civil laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 109 of Title I of the Housing and Community Development Act 1974, Section 504 of Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Fair Housing Act, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107, and with Executive Order 12372.

B. Non-Discrimination

The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay of other forms of compensation, and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

C. Section 504

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, 929 U.S.C. 706 which prohibits discrimination against the handicapped in any federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines

necessary for compliance with that portion of the regulations in force during the term of this Agreement.

D. Conduct

1. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 85.36(b)(3), 24 CFR 84.42, and 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The SUBRECIPIENT further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflicts of interest provisions apply to any person who is an employee, agent consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

2. Religious Organization

The SUBRECIPIENT agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY/AGENCY and the CONTRACTOR for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement. Failure to comply or act with respect to any section of the Agreement shall constitute a violation and material breach of contract upon which the CITY, through its CITY MANAGER or designee may immediately cancel, terminate or suspend this Agreement.

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**

**By:** \_\_\_\_\_  
Henry T. Garcia  
Interim City Manager

**YOUNG MEN CHRISTIAN  
ASSOCIATION (YMCA)**

**By:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
City Attorney's Office

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**EXHIBIT A-1 AND A-2**  
**SCOPE OF SERVICES**

## **EXHIBIT A-1**

YMCA Scope of Work – Virtual Youth Services Program (CDBG-CV Funded)

Activities:

### Virtual Classes

- Youth virtual classes and on-demand courses (Born to Move).
- Youth & Government will offer virtual classes. The program will provide participants the opportunity to build on the following skills: leadership, debate, public speaking, research and writing, and teamwork.
- Virtual Youth Basketball Training will teach sports fundamentals (Home Drills)

## **EXHIBIT A-2**

YMCA Scope of Work – Recreational Program (General Fund Appropriation)

### Youth Sports

- Youth Basketball (Jr. Clippers)
- Indoor Ball Hockey (L.A. Kings Ball Hockey)
- Youth Soccer (L.A. Galaxy)
- Youth Baseball (Dodgers RBI)

### Additions

- Backpack Giveaway
- Holiday Toy Giveaway

### Locations

- Cudahy Park 5220 Santa Ana Street, Cudahy CA 90201
- Clara Park 4835 Clara Street, Cudahy CA 90201
- Expansion Park 4835 Clara Street, Cudahy CA 90201
- Lugo Park 7810 Otis Ave, Cudahy CA 90201