

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: 817 1533 2435

<https://us02web.zoom.us/j/81715332435>

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, June 16, 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

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

A. Presentation of Proposed Fiscal Year (FY) 2020-21 City Budget (*page 11*)

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 February 2020 *(page 69)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of February 2020 in the amount of \$6,577,584.51.

- B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of February 2020 *(page 73)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of \$1,030,586.48 including Cash and Investment Report by Fund for the month of February 2020.

- C. Approval of the Local Agency Investment Fund (LAIF) for the Month of March 2020 *(page 91)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of March 2020 in the amount of \$6,577,584.51.

- D. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of March 2020 *(page 95)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Demands and Payroll in the amount of \$909,425.61 including Cash and Investment Report by Fund for the month of March 2020.

- E. Consideration to Approve a Second Amendment to Professional Services Agreement Between the City of Cudahy and MV Cheng & Associates Inc. for Technical and Practical Accounting Services *(page 111)*

Presented by Finance Director

Recommendation: The City Council is requested to approve the Second Amendment to the Professional Services Agreement between the City of Cudahy and MV Cheng & Associates Inc. for technical and practical accounting / payroll support through June 30, 2021.

- F. Consideration to Approve Resolution No. 20-16 Authorizing Examination of Measure R Sales, Use and Transactions Tax Records and Approve a First Amendment Between the City of Cudahy and Hinderliter, de Llamas and Associates For Sales, Use and Transactions Tax Audit and Information Services *(page 159)*

Presented by Finance Director

Recommendation: The City Council is requested to:

1. Adopt Resolution No. 20-16, authorizing examination of Measure R Sales, Use and Transactions Tax Records;
2. Approve the First Amendment between the City of Cudahy and Hinderliter, de Llamas and Associates for sales, use and transaction tax audit and information services; and
3. Authorize City Manager to execute a First Amendment to the Agreement.

- G. Consideration to Review and Approve the Draft Minutes of April 7, 2020, and April 21, 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 April 10, 2020 Special Meeting of the City Council *(page 185)*

Presented by Assistant City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for April 7, 2020, April 10, 2020, and April 21, 2020.

- H. Adoption of Resolution No. 20-17, Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program *(page 211)*

Presented by Interim Community Development Manager

Recommendation: The City Council is requested to adopt Resolution No. 20-17, authorizing staff to pursue the Local Early Action Planning (LEAP) Grants Program funding and apply to the California Department of Housing and Community Development.

- I. Adoption of Resolution 20-18 Approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2020-21 to comply with the Road Repair and Accountability Act of 2017 (SB1 BEALL) *(page 217)*

Presented by Assistant City Engineer

Recommendation: The City Council is requested to adopt Resolution 20-18, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2020-21 to comply with the Road Repair and Accountability Act of 2017 (SB1 Beall).

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

- A. Approval of Resolution No. 20-19 Creating an Independent Citizens' Oversight Committee in Accordance with Measure R Compliance Guidelines *(page 229)*

Presented by Finance Director

Recommendation: The City Council is requested to approve Resolution No. 20-19, creating an independent citizens' oversight committee to be in compliance with Measure R guidelines.

- B. Approve Proposed Resolution No. 20-20 Pertaining to the City of Cudahy's General Municipal Election to be held Tuesday, November 3, 2020 *(page 247)*

Presented by Assistant City Clerk

Recommendation: The City Council is requested to:

1. Approve proposed Resolution No. 20-20 calling for and giving notice of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of two City Councilmembers;
2. Consolidate election with the County of Los Angeles with all elections held on such date;
3. Request the County of Los Angeles to provide specific election administration services for such election;
4. Adopt regulations for candidates for elective office for such election regarding candidate statements; and
5. Provide for the determination of tie votes by lot unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in the tie vote.

13. COUNCIL DISCUSSION

A. Council Member Guerrero

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

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 – Two Matters

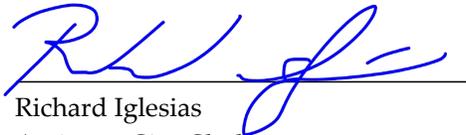
RECONVENE TO OPEN SESSION

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 11th day of June 2020


Richard Iglesias
Assistant City Clerk

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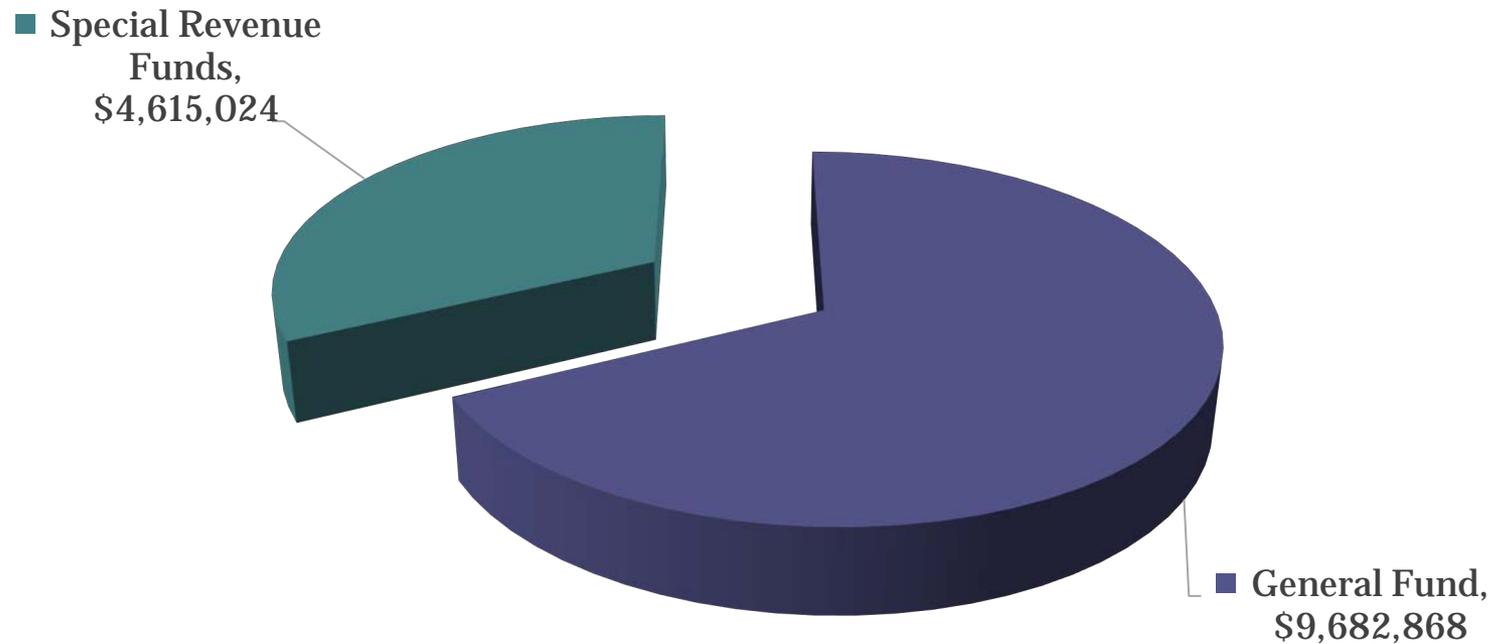
Proposed FY 2020-21 City Budget

City Council Meeting
June 16, 2020



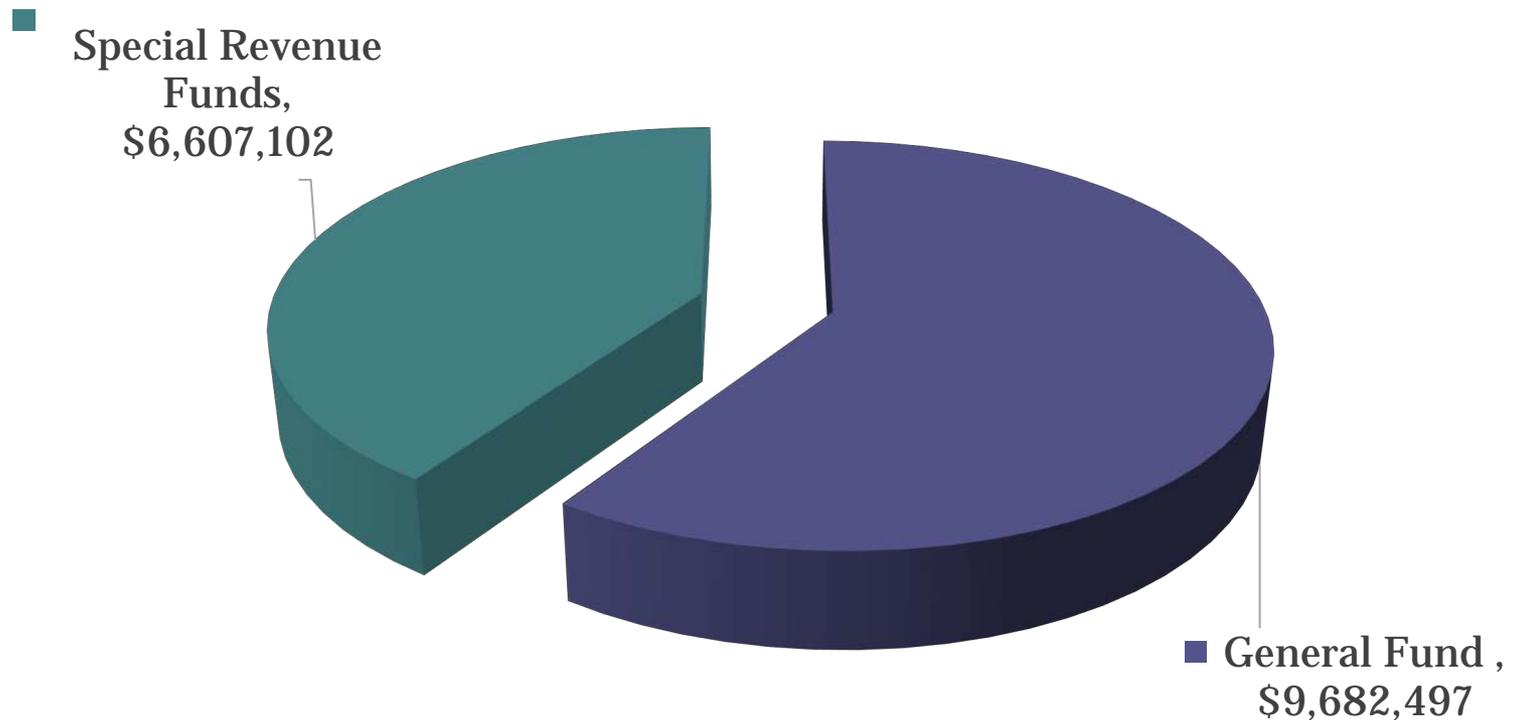
General & Special Revenue Funds

Total Estimated Revenues = \$14,297,892



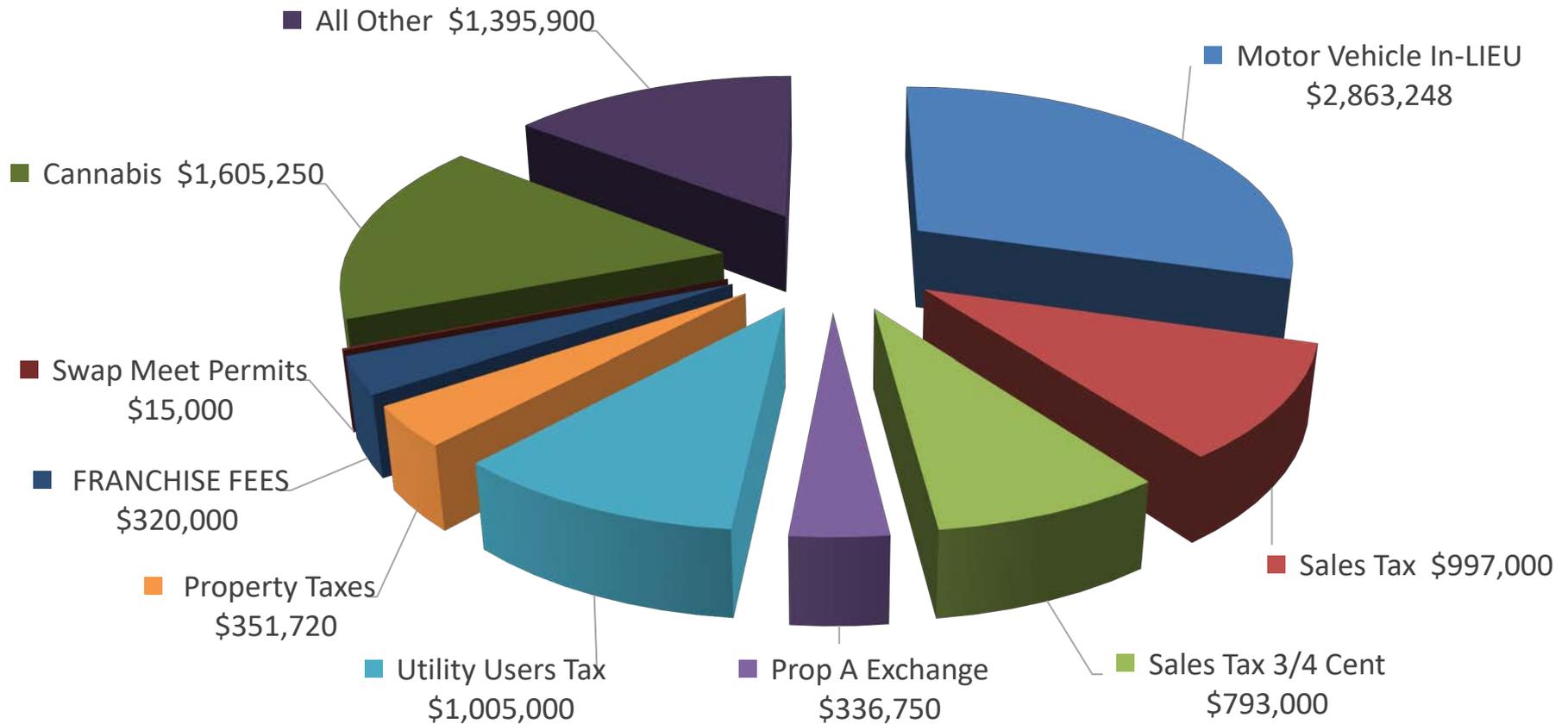
General & Special Expenditure Funds

Total Estimated Expenditures = \$16,289,599



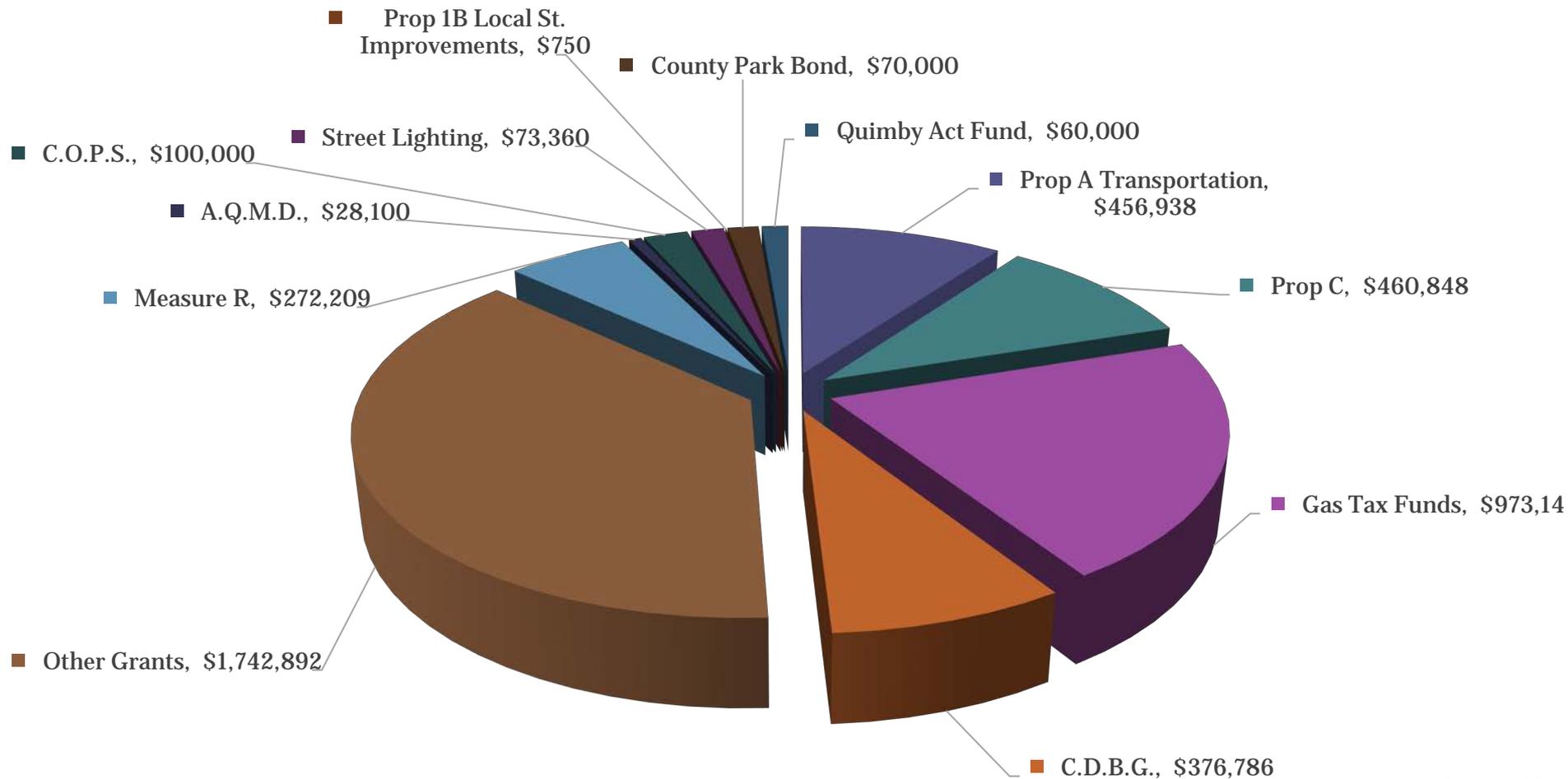
PROPOSED GENERAL FUND REVENUES

Total Revenue = \$9,682,868



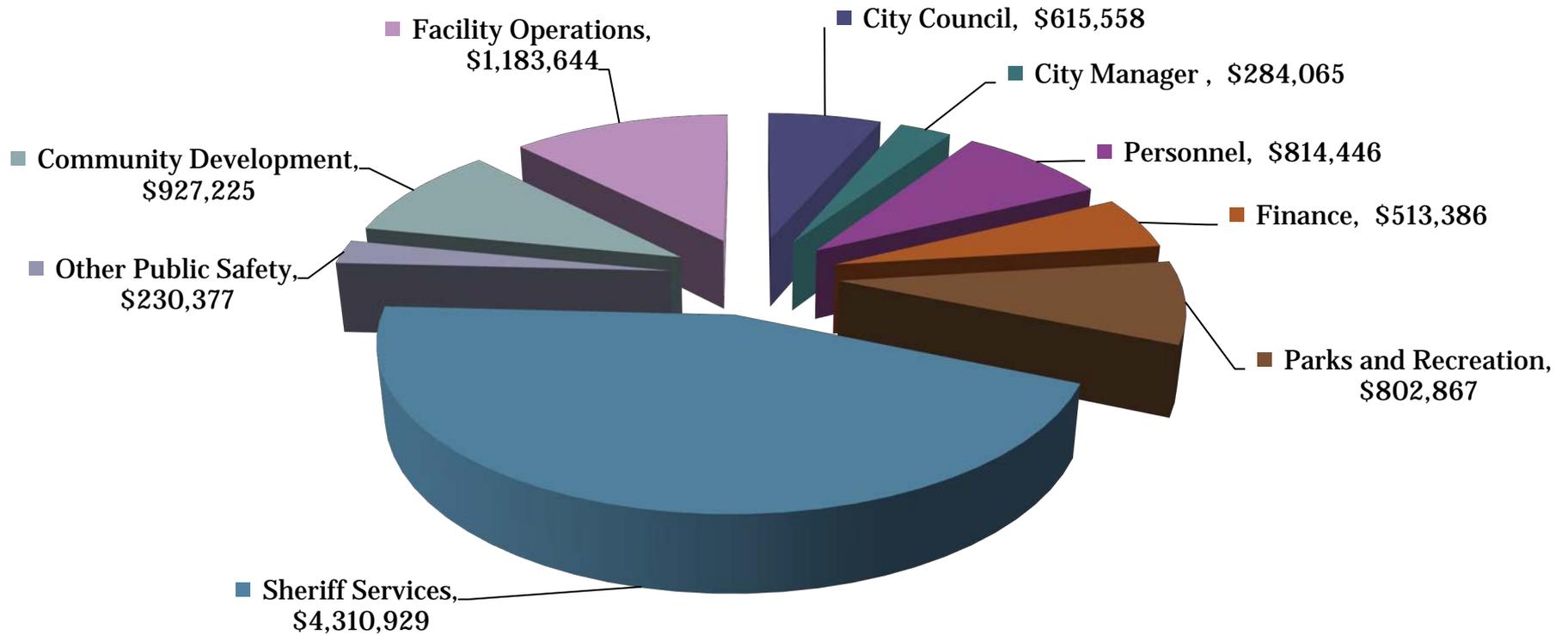
Proposed Special Revenue Funds

Revenues = \$4,615,024



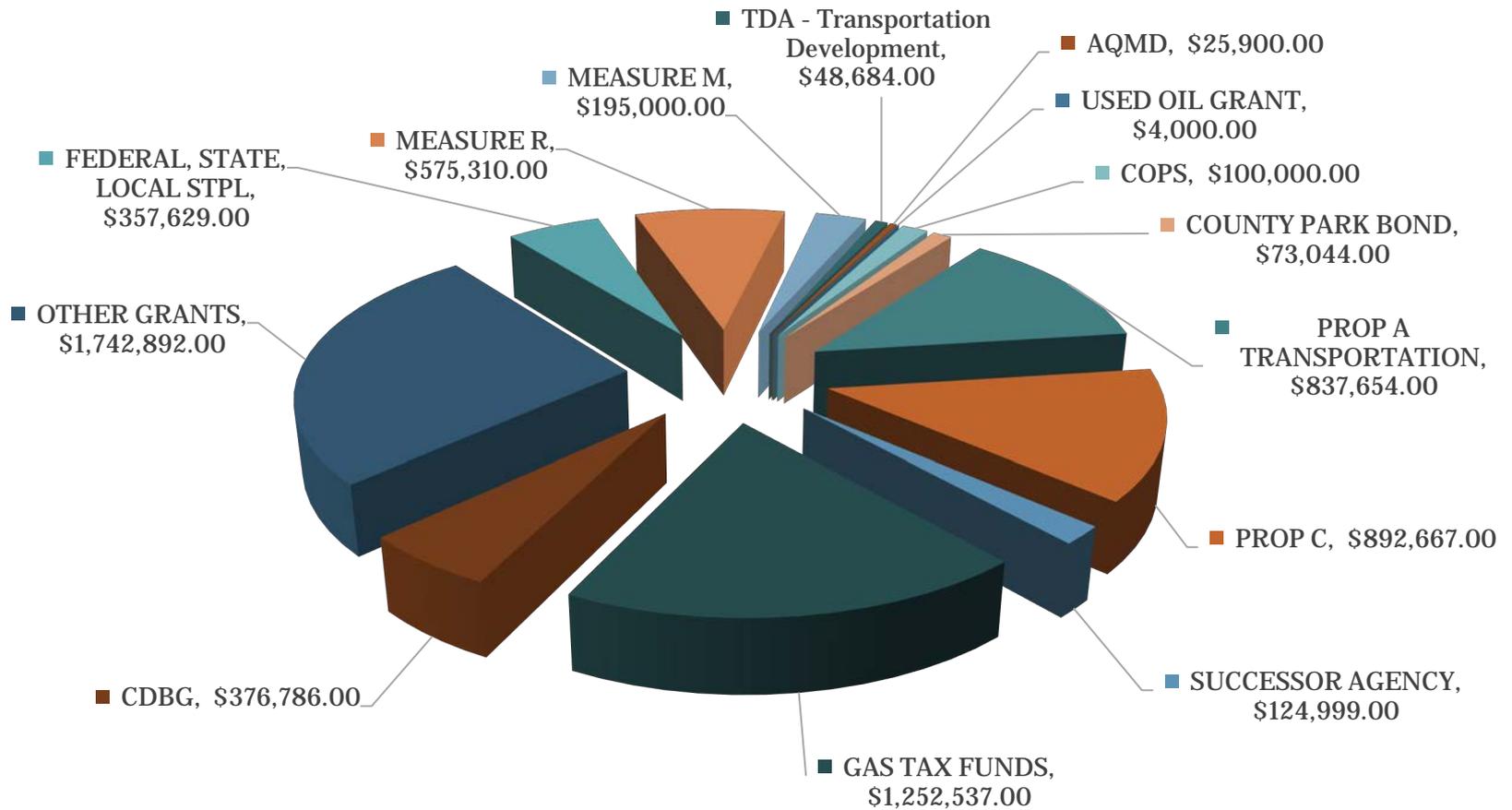
General Fund Proposed Expenditures FY 2020-21

Total General Fund Expenditures = \$9,682,497



Proposed Special Funds Expenditures

Expenditures = \$6,607,102



UPCOMING EVENTS

- **June 23, 2020 – Study Session**
- **June 30, 2020 – Consideration of Proposed
FY 2020-2021 City-wide Budget**

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2017-18	ACTUAL 2018-19	Original Budget	Amended 2019-20	Proposed 2020-21
<u>GENERAL FUND</u>					
TAXES					
Sales Tax	1,231,354	1,801,800	1,801,800	1,801,800	1,790,000
001-0000-4110.000					
AB 1186 Revenue	61	100	100	100	100
001-0000-4112.000					
Property Transfer Tax	25,048	25,000	25,000	25,000	10,000
001-0000-4115.000					
Subsidy for No Property Tax Cities	166,263	240,000	240,000	240,000	240,000
001-0000-4118.000					
001-0000-4133.000	577	619	320	320	620
001-0000-4139.000	33,086	64,221	14,000	40,000	65,000
001-0000-4140.000	24,199	26,748	5,900	24,900	5,900
001-0000-4141.000					
001-0000-4142.000	74,851	109,043	30,200	30,200	30,200
Transient Occupancy Tax	68,474	70,992	60,000	60,000	50,000
001-0000-4120.000					
Utility Users tax	969,696	956,874	1,005,000	1,005,000	1,005,000
001-0000-4175.000					
	<u>2,593,609</u>	<u>3,295,397</u>	<u>3,182,320</u>	<u>3,227,320</u>	<u>3,196,820</u>
FRANCHISE FEES	<u>315,217</u>	<u>350,883</u>	<u>300,000</u>	<u>300,000</u>	<u>320,000</u>
001-0000-4170.000					
INTERGOVERNMENTAL REVENUES:					
Motor-Vehicle in-Lieu	2,629,638	2,703,820	2,690,136	2,825,136	2,863,248
001-0000-4610.000					
Prop A Exchange	600,000	336,750	336,750	336,750	336,750
001-0000-4890.000					
State Mandated Cost Reimbursement	4,449	10,557	7,000	7,000	11,000
001-0000-4922.000					
	<u>3,234,087</u>	<u>3,051,127</u>	<u>3,033,886</u>	<u>3,168,886</u>	<u>3,210,998</u>
FINES & FORFEITURES:					
Court Fines General	5,089	3,429	11,000	11,000	6,000
001-0000-4210.000					
On Street Parking Fines	123,835	102,266	120,000	60,000	80,000
001-0000-4225.000					
Vehicle Impound Fees	9,400	4,800	14,000	14,000	8,000
001-0000-4250.000					
	<u>138,324</u>	<u>110,495</u>	<u>145,000</u>	<u>85,000</u>	<u>94,000</u>
BUILDING & SAFETY:					
Building Permits	88,235	86,786	90,000	90,000	200,000
001-0000-4180.000					
Electrical Permits	5,730	34,048	10,000	25,000	30,000
001-0000-4185.000					
Temporary Use Permit	900	2,250	3,000	3,000	3,000
001-0000-4186.000					
Plumbing Permits	14,516	15,063	7,000	22,000	15,000
001-0000-4187.000					
Heating Permits	5,848	14,541	5,000	13,000	10,000
001-0000-4188.000					
Street Excavation Permits	126,447	106,070	110,000	110,000	110,000
001-0000-4190.000					
Pre-sale Inspection Fee	7,650	5,508	10,000	5,000	10,000
001-0000-4191.000					
Other License and Permits	-	-	-	-	-
001-0000-4192.000					
Occupancy Transfer Fee	-	-	-	-	-
001-0000-4193.000					
	<u>249,326</u>	<u>264,266</u>	<u>235,000</u>	<u>268,000</u>	<u>378,000</u>

USE OF MONEY/PROPERTY:

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2017-18	ACTUAL 2018-19	Original Budget	Amended 2019-20	Proposed 2020-21
Facility Rental	42,180	54,791	35,000	35,000	15,000
001-0000-4903.000					
Interest Income	20,265	29,197	6,000	6,000	6,000
001-0000-4908.000					
Property Rental Income	32,238	32,156	30,000	30,000	30,000
001-0000-4960.000					
Cell Towers	83,887	86,063	80,000	80,000	80,000
001-0000-4965.000					
Sale of Vehicle	10,225	4,400	-	-	-
001-0000-4973.000					
Sale of Property	-	940,000	-	-	-
001-0000-4974.000					
Yard Sales	3,120	2,870	3,500	3,500	1,500
001-0000-4975.000					
	<u>191,915</u>	<u>1,149,477</u>	<u>154,500</u>	<u>154,500</u>	<u>132,500</u>
CHGS FOR SVCS-PLANNING/ENGINEER					
CUP/ Variance Fee	5,320	26,875	10,000	15,000	25,000
001-0000-4812.000					
Development Review	3,325	44,035	7,000	47,000	60,000
001-0000-4814.000					
Sign Review Fee	810	2,295	1,000	1,000	1,000
001-0000-4815.000					
Enviromental Review Fee	-	75	-	-	-
001-0000-4818.000					
Preliminary Project Review	5,670	1,140	3,000	3,000	3,000
001-0000-4819.000					
Subdivision / Tentative Map	-	-	-	-	-
001-0000-4820.000					
Variance / Zoning Appeal Fees	-	-	-	-	-
001-0000-4828.000					
Plan Check	119,924	196,860	50,000	120,000	150,000
001-0000-4830.000					
	<u>135,049</u>	<u>271,280</u>	<u>71,000</u>	<u>186,000</u>	<u>239,000</u>
CHARGES FOR SERVICES (MISC)					
Swap Meet Permits	57,296	37,090	58,000	32,000	15,000
001-0000-4904.000					
Field Rental	54,784	47,796	50,000	42,600	15,000
001-0000-4153.000					
Fitness Membership Fee	12,199	13,977	-	4,400	-
001-0000-4940.000					
Youth Sports Registration	-	-	-	-	-
001-0000-4990.000					
Adult Recreation Classes	4,419	21,244	10,000	10,000	10,000
001-0000-4995.000					
	<u>128,698</u>	<u>120,107</u>	<u>118,000</u>	<u>89,000</u>	<u>40,000</u>
LICENSES & PERMITS					
Business Licenses	221,947	254,788	250,000	250,000	250,000
001-0000-4151.000					
Business Licenses - Cell Towers - Delinquent	-	-	-	-	-
001-0000-4151.001					
Urban Farming Development Agreement / DRP	751,370	109,412	120,000	120,000	150,000
001-0000-4116.000					
Urban Farming Operating Fees	-	123,508	735,250	735,250	735,250
001-0000-4117.000					
Community Benefit Program	-	435,741	720,000	502,000	720,000
001-0000-4119.000					
Adult Boxing	-	-	-	-	-
001-0000-4152.000					
Rental Property License/Permit	68,829	68,560	57,000	82,000	69,000
001-0000-4155.000					
Rental Property License/Permit - Delinquent	-	-	-	-	-
01-860-37-3704					
	<u>1,042,146</u>	<u>992,009</u>	<u>1,882,250</u>	<u>1,689,250</u>	<u>1,924,250</u>

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2017-18	ACTUAL 2018-19	Original Budget	Amended 2019-20	Proposed 2020-21
OTHER					
Excursion Fees	185	4,000	500	500	500
001-0000-4901.000					
Miscellaneous	3,182	376	4,000	4,000	4,000
001-0000-4910.000					
Parking Permits	183,004	161,827	150,000	125,000	100,000
001-0000-4912.000					
Industrial Waste Fee	5,945	5,950	5,000	5,000	5,000
001-0000-4918.000					
Election Filing Fee	-	3,777	2,500	2,500	4,800
001-0000-4919.000					
Reimbursed Expenses	74,252	47,653	7,000	39,000	30,000
001-0000-4920.000	-	-	-	-	-
001-0000-4442.000	-	-	-	-	-
001-0000-4970.000	-	-	-	-	-
001-0000-4999.000	-	-	-	-	-
Reimbursed Dial-A-ride	165	240	-	-	-
001-0000-4920.010					
Contributions	5,670	4,500	3,000	3,000	3,000
001-0000-4916.000	-	-	-	-	-
Litigation	6,000	-	-	-	-
001-0000-4980.000					
	<u>278,403</u>	<u>228,323</u>	<u>172,000</u>	<u>179,000</u>	<u>147,300</u>
TOTAL GENERAL FUND REVENUE	<u>8,306,774</u>	<u>9,833,364</u>	<u>9,293,956</u>	<u>9,346,956</u>	<u>9,682,868</u>
SPECIAL REVENUE FUNDS					
Fund: 201 - Gas Tax Fund					
Gas Tax 2105	139,836	133,561	140,541	140,541	123,873
201-0000-4310.000					
Gas Tax 2106	76,992	84,449	86,258	86,258	77,604
201-0000-4311.000					
Gas Tax 2107	172,402	167,967	174,369	174,369	154,722
201-0000-4312.000					
Gas Tax 2107.5	5,000	5,000	5,000	5,000	5,000
201-0000-4313.000					
Gas Tax 2103	95,062	81,324	187,150	187,150	178,527
201-0000-4314.000					
State Loan repayment	27,751	27,452	27,751	27,751	27,278
201-0000-4317.000					
Road Maint. and Rehab Account (RMRA)	91,299	418,475	405,370	405,370	404,137
201-0000-4318.000					
Interest Income	3,194	3,003	2,000	2,000	2,000
201-0000-4908.000					
SUB-TOTAL	<u>611,536</u>	<u>921,231</u>	<u>1,028,439</u>	<u>1,028,439</u>	<u>973,141</u>
Fund: 235 - Other Grants					
State Reimbursement HSIP	11,883	21,099	690,000	690,000	370,000
235-0000-4456.000					
State Reimbursement ATP	1,150,463	5,529	143,000	143,000	1,074,000
235-0000-4457.000					
State Reimbursement SPG	18,908	-	-	-	-
235-0000-4458.000					
Mobile Source Air Pollution Reduction	-	62,480	-	-	-
235-0000-4459.000					
So. Cal. Association of Governments	-	-	-	-	-
235-0000-4461.000					
Call for Projects	-	-	163,892	163,892	163,892
235-0000-4462.000					
SSARP Grant	-	-	114,000	-	135,000
235-0000-446x.000					
Regional Park Grant	-	-	-	-	-
235-0000-4452.000					
SUB-TOTAL	<u>1,181,254</u>	<u>89,108</u>	<u>1,110,892</u>	<u>996,892</u>	<u>1,742,892</u>
Fund: 240 - Prop 1B Local St. Improvements					
Prop 1B Local St & Road F	-	-	-	-	0

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2017-18	ACTUAL 2018-19	Original Budget	Amended 2019-20	Proposed 2020-21
240-0000-4580.000					
Interest Income	947	1,642	750	750	750
240-0000-4908.000					
SUB-TOTAL	<u>947</u>	<u>1,642</u>	<u>750</u>	<u>750</u>	<u>750</u>
Fund: 251 - Proposition C					
Sales Tax	379,059	406,506	435,498	435,498	435,498
251-0000-4110.000	-	-	-	-	-
Interest Income	3,468	7,956	350	350	350
251-0000-4908.000	-	-	-	-	-
Bus Fare Revenues	30,205	26,598	25,000	25,000	25,000
251-0000-4915.000					
SUB-TOTAL	<u>412,732</u>	<u>441,060</u>	<u>460,848</u>	<u>460,848</u>	<u>460,848</u>
Fund: 252 - Proposition A					
Sales Tax	458,908	490,078	435,938	435,938	435,938
252-0000-4110.000					
Interest Income	10,985	13,241	1,000	1,000	1,000
252-0000-4908.000					
Incentive Program	28,377	26,146	20,000	20,000	20,000
252-0000-4911.000					
Sale of Vehicle	-	-	-	-	-
252-0000-4973.000					
SUB-TOTAL	<u>498,270</u>	<u>529,465</u>	<u>456,938</u>	<u>456,938</u>	<u>456,938</u>
Fund: 253 - Measure R					
MEASURE R	285,104	304,967	271,209	271,209	271,209
253-0000-4370.000					
Interest Income	10,639	23,914	1,000	1,000	1,000
253-0000-4908.000					
SUB-TOTAL	<u>295,743</u>	<u>328,881</u>	<u>272,209</u>	<u>272,209</u>	<u>272,209</u>
Fund: 255 - TDA-Transportation Development					
TDA Allocation	-	-	-	-	-
255-0000-4380.000					
Interest Income	-	-	-	-	-
255-0000-4908.000					
SUB-TOTAL	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund: 257 - A.Q.M.D.					
AQMD AB2766 Allocation	31,179	23,389	28,000	28,000	28,000
257-0000-4350.000					
Interest Income	1,105	1,328	100	100	100
257-0000-4908.000					
SUB-TOTAL	<u>32,284</u>	<u>24,717</u>	<u>28,100</u>	<u>28,100</u>	<u>28,100</u>
Fund: 260 - Used Oil Grant					
Used Oil Grant	-	-	-	-	-
260-0000-4390.000					
Interest Income	15	-	-	-	-
260-0000-4908.000					
SUB-TOTAL	<u>15</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund: 261/262 - Recycling Beverage Container					
California Beverage Container	(2,212)	(2,716)	-	-	-
261-0000-4392.000					
Interest Income	15	-	-	-	-
260-0000-4908.000					
SUB-TOTAL	<u>(2,197)</u>	<u>(2,716)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund: 270 - C.O.P.S					
COPS Grant	139,416	148,747	100,000	100,000	100,000
270-0000-4460.000					
Interest Income	1,645	2,113	-	-	-
270-0000-4908.000					
SUB-TOTAL	<u>141,061</u>	<u>150,860</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
Fund: 280 - County Park Bond					

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2017-18	ACTUAL 2018-19	Original Budget	Amended 2019-20	Proposed 2020-21
2016 County Park Bonds			70,000		70,000
County Proposition A - Lugo Park	-	-	-	-	-
County Proposition A - Cudahy Baseball Grant	-	-			-
Other					-
SUB-TOTAL	<u>-</u>	<u>-</u>	<u>70,000</u>	<u>-</u>	<u>70,000</u>
Fund: 390 - Quimby Act Fund					
Quimby Act Fee	-	-	60,000	60,000	60,000
390-0000-4840.000					
SUB-TOTAL	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>
Fund: 300 - Cal Home					
CDBG - Program Income	-	-	-	-	-
300-0000-4550.000					
Cal Home Rehab Loan Repa	10,000	-	-	-	-
300-0000-4551.000					
Interest Income	1,056	1,950	-	-	-
300-0000-4908.000					
SUB-TOTAL	<u>11,056</u>	<u>1,950</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund: 350 - Street Lighting Fund					
Street Lighting Assessment	82,866	84,519	73,280	73,280	73,280
350-0000-4955.000					
Interest Income	17	-	80	80	80
350-0000-4908.000					
SUB-TOTAL	<u>82,883</u>	<u>84,519</u>	<u>73,360</u>	<u>73,360</u>	<u>73,360</u>
Fund: 510 - Community Dev. Block Grant					
CDBG - Code Enforcement	67,340	38,565	150,000	150,000	150,000
510-0000-4512.000					
Housing Rehabilitation -S	102,271	37,701	86,357	86,357	116,087
510-0000-4515.000					
Multi-family Rehab	-	-	-	-	-
510-0000-4516.000					
Food Distribution Program	28,000	33,781	33,781	33,781	37,845
510-0000-4518.000					
Business Assistance	43,403	34,906	43,403	43,403	52,854
510-0000-4524.000					
Seniors Services	6,660	15,601	20,000	20,000	20,000
510-0000-4521.000					
Family & Individual Counseling	-	-	-	-	-
510-0000-4525.000					
ADA Upgrades	-	-	-	-	-
510-0000-4xxx.000					
Park Restroom	-	-	317,189	317,189	-
510-0000-4526.000					
Lugo Park Renovation	-	-	-	-	-
510-0000-4530.000					
SUB-TOTAL	<u>247,674</u>	<u>160,554</u>	<u>650,730</u>	<u>650,730</u>	<u>376,786</u>
Fund: 515 - Federal STPL					
Federal STPL	53,427	-	-	70,000	-
280-0000-4450.000					
SUB-TOTAL	<u>53,427</u>	<u>-</u>	<u>-</u>	<u>70,000</u>	<u>-</u>
TOTAL SPECIAL REVENUE	<u>3,568,882</u>	<u>2,733,987</u>	<u>4,312,266</u>	<u>4,198,266</u>	<u>4,615,024</u>
TOTAL ALL FUNDS	<u>11,875,656</u>	<u>12,567,351</u>	<u>13,606,222</u>	<u>13,545,222</u>	<u>14,297,892</u>

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE

PROGRAM	ACTUAL 2017-18	ACTUAL 2018-19	ORIGINAL 2019-20	AMENDED 2019-20	PROPOSED 2020-21
<u>GENERAL FUND</u>					
4155 Accounting	78,220	79,012	178,286	178,686	190,074
4510 Animal Regulation	74,636	93,343	70,000	104,000	90,000
4212 Building Regulation	176,706	146,234	76,000	76,000	258,500
4160 Business License	37,430	43,821	52,854	54,154	62,498
4005 City Attorney	409,995	350,519	185,000	335,000	200,000
4008 City Clerk	123,217	127,076	183,780	180,680	204,751
4001 City Council	126,857	151,798	284,007	284,007	152,007
4011 City Manager	345,471	133,765	222,112	416,312	284,065
4210 Community Development Dept.	1,447	10,913	12,000	12,000	-
4230 Community Preservation	83,560	83,560	28,769	68,169	32,508
4520 Crossing Guards	38,078	38,078	49,000	49,000	49,724
6740 Elections	-	7,970	300	300	58,800
4216 Engineering	244,863	233,909	278,134	288,334	285,375
4020 Facilities Operations	913,587	1,051,919	1,239,179	1,239,179	1,151,003
4151 Finance Administration	39,903	36,777	272,724	316,724	212,722
4530 Municipal Enforcement	68,726	23,747	50,803	36,803	58,145
4410 Parks Maintenance	249,320	110,874	194,466	194,841	271,788
4015 Personnel	350,727	520,799	734,998	833,998	814,446
4215 Planning	214,445	230,469	333,350	458,350	383,350
4501 Police Services	3,673,570	3,817,845	4,291,676	4,070,876	4,310,929
4018 Purchasing	29,621	12,272	23,829	36,128	48,092
4350 Recreation	670,157	455,655	481,439	531,288	531,079
Street Lighting District			51,250	51,250	32,641
Total General Fund Expenditures	\$ 7,950,536	7,760,355	9,293,955	9,816,078	9,682,497
<u>PROP A TRANSPORTATION</u>					
City Manager	\$ 7,985	7,985	8,434	8,434	7,499
Finance Administration	2,997	2,997	4,607	5,712	4,607
Accounting	2,500	2,500	7,454	7,454	7,454
Purchasing	-	-	-	-	-
Engineering	6,500	6,500	15,094	15,094	15,094
Prop A Exchange	-	-	449,000	449,000	449,000
Excursions	4,535	4,535	10,000	10,000	10,000
Orange Line Rail Transit	8,674	8,674	9,000	9,000	9,000
Transportation Marketing	26,834	26,834	30,000	30,000	-
Dial-A-Ride	50,617	50,617	85,000	85,000	85,000
ADA Improvements along fixed route	-	-	150,000	150,000	150,000

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE

PROGRAM	ACTUAL 2017-18	ACTUAL 2018-19	ORIGINAL 2019-20	AMENDED 2019-20	PROPOSED 2020-21
Citywide Bus Stop Improvement Project	110,642	110,642	100,000 868,589	100,000 869,694	100,000 837,654
PROP C					
City Manager	16,567	16,567	16,868	16,868	14,998
Finance Administration	5,610	5,610	5,606	8,603	5,606
Accounting	7,612	7,612	11,515	11,515	11,515
Purchasing	-	-	-	-	-
Engineering	12,500	12,500	26,248	26,248	26,248
Bus Passes	54,018	54,018	55,000	55,000	55,000
City Membership - Gateway Cities	21,500	21,500	14,000	14,000	16,300
Freeway 710 Study	10,000	10,000	11,000	11,000	10,000
Transportation Marketing	26,834	26,834	30,000	30,000	-
Atlantic Improvement Phase II	3,150	3,150	160,000	160,000	250,000
Excursions	2,280	2,280	5,000	5,000	5,000
PCAM	176,099	176,099	178,000	178,000	178,000
Pavement Mangement System	-	-	20,000	-	20,000
Patata Street Improvement Project	-	-	250,000	250,000	300,000
	336,170	336,170	783,237	766,234	892,667
SUCCESSOR AGENCY					
City Manager	48,948	48,948	48,193	48,193	42,851
Finance Administration	61,724	61,724	60,048	60,048	60,048
Accounting	23,130	23,130	22,100	22,100	22,100
	133,802	133,802	130,341	130,341	124,999
HOUSING SUCCESSOR AGENCY					
City Manager	12,920	12,920	-	-	-
Contractual	-	-	-	-	-
Land Purchase	-	-	-	-	-
	12,920	12,920	-	-	-
GAS TAX FUNDS					
City Manager	-	-	-	60,241	-
Personnel - UAL (50% in 2020-21)	-	-	-	-	-
Finance Administration	8,510	8,510	-	25,829	2,159
Accounting	21,580	21,580	-	33,382	-
Purchasing	5,757	5,757	-	-	-
Crossing Guards	-	-	-	-	-
Community Preservation	-	-	-	4,681	0
Facility Operations - WC Insurance	-	-	-	10,500	-
Engineering	-	-	-	33,845	-
Parks Maintenance	-	-	-	-	-
Street Maintenance (see Dept 4425)	585,701	585,701	576,817	619,301	550,378
Road Maint. And Rehab Account (RMRA)	-	-	405,370	405,370	700,000
Electricity - Non Street Lighting District	-	-	17,000	17,000	-
Traffic signal maintenance	-	-	22,500	22,500	-
City-wide Traffic Signs	-	-	-	-	-
	621,548	621,548	1,021,687	1,232,649	1,252,537

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

**EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE**

PROGRAM	ACTUAL 2017-18	ACTUAL 2018-19	ORIGINAL 2019-20	AMENDED 2019-20	PROPOSED 2020-21
<u>CDBG</u>					
	6,636	6,636	-	-	-
4640 Business Assistance (Personnel)	16,767	16,767	43,403	43,403	52,854
4620 Business Assistance (Business License)	41,644	41,644	86,357	86,952	116,087
4230 Housing Rehab SFD	75,000	75,000	150,000	150,000	150,000
4642 Community Preservation	42,105	42,105	33,781	28,954	37,845
NEW Food Distribution	-	-	20,000	20,000	20,000
Clara Street Park Senior Activities	-	-	-	-	-
JADE	-	-	-	-	-
Clara /Cudahy Park Restroom Rehabilitation	-	-	317,189	189,339	-
Cudahy Park Restroom Rehabilitation	-	-	-	-	-
Lugo Park Restroom Rehabilitation	118,423	118,423	-	-	-
Lugo Park Soccer Field	712,398	712,398	-	-	-
	<u>1,012,973</u>	<u>1,012,973</u>	<u>650,730</u>	<u>518,648</u>	<u>376,786</u>
<u>DRUG ASSET SEIZURE FUND</u>	<u>-</u>	<u>11,409</u>	<u>-</u>	<u>16,000</u>	<u>-</u>
<u>OTHER GRANTS</u>					
Federal Reimbursement HSIP 6	-	14,638	350,000	350,000	30,000
Federal Reimbursement HSIP 7	-	21,345	340,000	340,000	340,000
State Reimbursement ATP 1	-	-	-	50,607	-
Federal/State Reimbursement ATP 2	-	2,345	143,000	143,000	1,074,000
State Reimbursement SPG	-	-	-	60,500	-
MSRC	-	-	-	73,500	-
SCAG	-	-	-	73,500	-
Other / Call For projects 2015	-	-	163,892	163,892	163,892
Federal Reimbursement ATP 3	-	-	-	-	-
SSARP Grant	-	-	135,000	135,000	135,000
Regional Park Grant	3,546	-	-	-	-
	<u>3,546</u>	<u>38,328</u>	<u>1,131,892</u>	<u>1,389,999</u>	<u>1,742,892</u>
<u>PROP 1B LOCAL ST. IMPROVEMENTS</u>					
Fostoria/River/Cecelia/Crafton	51,376	51,376	-	-	-
	<u>51,376</u>	<u>51,376</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Federal, State, Local STPL</u>					
Clara Bridge Improvement Project - Phase I	-	-	357,629	357,629	357,629
Clara Bridge Improvement Project - Phase li	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>357,629</u>	<u>357,629</u>	<u>357,629</u>

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2020-2021**

EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE

PROGRAM	ACTUAL 2017-18	ACTUAL 2018-19	ORIGINAL 2019-20	AMENDED 2019-20	PROPOSED 2020-21
MEASURE R					
City Manager			12,048	12,048	10,713
Finance Administration			4,110	13,006	4,110
Accounting			5,018	5,018	5,018
Engineering	95,757	95,757	13,900	13,900	13,900
Transportation Marketing	-	-	30,000	30,000	-
HSIP 6 Matching Fund	-	-	40,000	40,000	10,000
ATP-2 Matching Fund	-	-	-	-	27,000
Cecilia Street Imporvement Project			225,000	225,000	225,000
Matching Funds for SSARP			15,000	15,000	15,000
Ardine Street Improvements			140,000	140,000	140,000
2015 Call For Projects Matching Fund	-	-	88,249	88,249	88,249
HSIP 7 Matching Fund	-	-	36,320	36,320	36,320
	<u>95,757</u>	<u>95,757</u>	<u>609,645</u>	<u>618,541</u>	<u>575,310</u>
MEASURE M					
Cudahy Citywide Traffic Striping & Electricity Proje	-	-	-	-	120,000
Traffic Signal Repairs & Maintenance	-	-	-	-	75,000
	-	-	-	-	<u>195,000</u>
TDA-Transportation Development	-	21,297	-	-	<u>48,684</u>
A.Q.M.D	<u>16,619</u>	<u>16,619</u>	<u>25,900</u>	<u>25,900</u>	<u>25,900</u>
Used Oid Grant	-	-	4,000	4,000	<u>4,000</u>
Recycling Beverage Container	-	-	-	19,133	<u>-</u>
C.O.P.S	<u>106,030</u>	<u>106,030</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
COUNTY PARK BOND					
Outdoor Fitness Court	-	-	70,000	70,000	-
Clara Street Park	1,920,186	1,920,186	-	-	-
Clara Street Park Phase III	-	-	-	-	-
Playground	-	-	-	-	-
	<u>1,920,186</u>	<u>1,920,186</u>	<u>70,000</u>	<u>70,000</u>	<u>-</u>
STREET LIGHTING					
Street Lighting	<u>128,000</u>	<u>88,525</u>	<u>73,044</u>	<u>73,360</u>	<u>73,044</u>
SB821					
LPDM GRANT					
Facility Operations	<u>5,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Special Revenue Expenditure	<u>4,554,569</u>	<u>4,577,582</u>	<u>5,826,694</u>	<u>6,192,128</u>	<u>6,607,102</u>
TOTAL PROGRAM EXPENDITURES	<u>12,505,105</u>	<u>12,337,937</u>	<u>15,120,649</u>	<u>16,008,206</u>	<u>16,289,599</u>

CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21

ACCT. NO.	DESCRIPTION	CITY COUNCIL
	DEPT. 4001	
	SALARIES AND BENEFITS	
5100	Council Members (\$483.60/mo. x 5 members x 12 mos.)	29,016
5120	Retirement	1,970
5125	Medicare Tax	420
5130	Medical Insurance	52,885
5133	Dental Insurance	2,044
5137	Vision Insurance	637
	TOTAL	86,972
	MAINTENANCE AND OPERATIONS	
5118	Auto Allowance \$375 per Council Member each month	22,500
	TOTAL	22,500
6085	Plaques and Badges Badges (\$20 each x 5 Council Members) Plaques (\$60 each x 5 Council Members) Names Plates and Holders Photos/Frames Business Cards	100 300 200 200 500
	TOTAL	1,300
6312	Memberships Council Memberships NALEO (\$100 Each x 5 Council Members) Sister City Contract Cities League of Cities League of Cities - Local Division Southern California Association of Governments	500 500 3,150 8,700 951 2,434
	TOTAL	16,235
6391	Travel and Meeting 5 Council Members receive up to \$5,000 each for conferences.	25,000
	TOTAL	25,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4005	DESCRIPTION	CITY ATTORNEY
		MAINTENANCE AND OPERATIONS	
6720	Contractual		
	Contracted legal services	200,000	
	Special legal services - As Needed	-	
		TOTAL	200,000

CITY OF CUDAHY BUDGET WORKSHEET FY 2020-21		
ACCT. NO.	DESCRIPTION	CITY CLERK
	DEPT.4008	
	SALARIES AND BENEFITS	
5100	City Clerk (CC) (Vacant)	-
5100	Assistant City Clerk	90,084
5100	Junior Deputy City Clerk	49,968
5105	Over time	-
5110	Salaries, Hourly	-
	Administrative Aide	-
5116	Auto Allowance	-
5120	Retirement	9,782
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	2,031
5130	Medical Insurance	15,946
5133	Dental Insurance	814
5134	Disability Insurance	585
5136	Vacation Buy Back	-
5137	Vision Insurance	396
5138	Life Insurance	360
	TOTAL	169,966
	MAINTENANCE AND OPERATIONS	
6386	Professional Membership	
	City Clerks Association of California	185
	International Institute of Municipal Clerks (2 year Membership @ \$210 per year)	420
	<i>*2 year membership required to pursue Certified Municipal Clerk certification</i>	
	TOTAL	605
6391	Travel & Meetings	
	City Clerk Association Monthly Meetings (\$40 x 12 Months)	480
	City Clerk's Association of California Annual Conference	
	City Clerk Technical Training	6,200
	Registration, Hotel, Meals and Transportation	
	TOTAL	6,680
6720	Contractual	
	Codification of Municipal Code	10,000
	\$19.50 per page (Ordinance) General Plan Zone Ordinance	
	TOTAL	10,000
6310	Advertising	
	<i>Cost per published Ordinance is \$1,000</i>	
	TOTAL	15,000
6080	Office Equipment and Supplies	
	TOTAL	2,500

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	DEPT. 4008-6740	ELECTION SERVICES
	MAINTENANCE AND OPERATIONS	
6740	Election Services	
	Los Angeles County Consolidated	53,500
	Candidate Statements - (\$600 x 8)	4,800
	Ballot Measures (Sales and Parcel)	-
	English translation only; approximately \$300, and additional \$300 for Spanish translation	
	Initiative	-
	Advertising/Public Posting/Materials	500
	TOTAL	58,800

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CITY OF CUDAHY BUDGET WORKSHEET FY 2020-21			
ACCT. NO.	DESCRIPTION		CITY MANAGER
	DEPT. 4011		
SALARIES AND BENEFITS			
5100	City Manager (CM)		195,000
5100	Administrative Analyst (100% General Fund)		49,968
5120	Retirement		10,170
5121	PARS/APPLE Retirement		-
5125	Medicare Tax		3,552
5130	Medical Insurance		16,265
5133	Dental Insurance		930
5134	Disability Insurance		540
5137	Vision Insurance		223
5138	Life Insurance		378
<p><i>The City Manager Salaries and Benefits are charged to multiple funding sources. Of the Salaries and Benefits, is charged to the General Fund. The City Manager Retirement, Medical, Dental, Disability, Vision, and Life Insurance are at 40% or 5 months)</i></p>			
TOTAL			277,026
MAINTENANCE AND OPERATIONS			
5116	Auto Allowance		
	Contractual Auto Allowance		
	CM (\$400/mo. x 5 mos.)	2,000	
	Subtotal:	2,000	
TOTAL			2,000
6080	Office Supplies		
	Books and Office Supplies	500	
	Subtotal:	500	
TOTAL			500
6312	Professional Memberships		
	Municipal Management Association of Southern California		
	Membership	75	
	Conference	300	
	Misc. Subscriptions	100	
	Subtotal:	475	
TOTAL			475
6391	Travel and Meeting Expense		
	Annual City Manager Council	3,000	
	Staff meetings, seminars and workshops	125	
TOTAL			3,125
6392	Training and Education		
	Allotment for training, hotel, meals and transportation	3,000	
TOTAL			3,000
6720	Consultants		
	Outreach - Strategic Plan		74,000
	Communications	40,000	
	Printing of Newsletters (Flyers)	11,200	-
	Art in Public Places	15,000	
	Website	7,800	
	<i>(Create a communication analysis and help implement a new communication strategy. May also include coordinating Census Outreach with other organizations.)</i>		-
TOTAL			74,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	Personnel
	Dept. 4015	
	SALARIES AND BENEFITS	
5100	Human Resources Manager	106,453
5120	Retirement	14,033
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	1,544
5127	EDD Unemployment Benefits	-
5130	Medical Insurance	-
5133	Dental Insurance	1,008
5134	Disability Insurance	601
5136	Vacation Buy Back	-
5137	Vision Insurance	283
5138	Life Insurance	180
5141	Retirement and Other Post Employment	455,034
	Unfunded Actuarial Liability (UAL) - Retirement	255,034
	Other Post Employment Benefit (OPEB)	100,000
	Retirement - PERS	100,000
5109	Merit Pay (5% bonus pay for FT) employees who exceed expectations	-
	TOTAL	579,136
	MAINTENANCE AND OPERATIONS	
5116	Auto Allowance	
	Contractual Auto Allowance (\$350/mo. x 12 mos.)	4,200
	Subtotal:	4,200
	TOTAL	4,200
6080	Office Supplies	
	General Supplies	1,000
	TOTAL	1,000
6310	Advertising	
	MMASC, The Wave, JobTrak, LA Times, Jobs Available, ICMA, Wester City, etc.	
	TOTAL	-
6312	Professional Membership	
	Gateway Public Employment Consortium (Liebert Cassidy Whitmore)	
	<i>Cost is offset by savings in City Attorney Fees</i>	
	TOTAL	4,500

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	Personnel
	Dept. 4015	
6320	Employee Physical Physical Exams, fingerprinting, etc. (Live Scan included)	
		TOTAL 2,500
6322	Employee Recognition Employee Quarterly Luncheons	1,000
		TOTAL 1,000
6391	Travel and Meeting IPMA - HR International Training Conference and Expo	-
		TOTAL -
6392	Training and Education Education/Tuition Reimbursement Program	35,000
		TOTAL 35,000
6450	Retirees Insurance / Benefits Insurance for former Elected Official and City Employees who have retired from the City. including Replacement Benefit Fund charges retirement charges in excess of IRS limits.	
		TOTAL 134,000
6720	Contractual Libert Cassidy (Labor Negotiation / Human Resources) NeoGov Annual License Fee Government Jobs.com (Annual Subscription)	40,000 13,110 -
		TOTAL 53,110

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	FINANCE ADMINISTRATION
DEPT. 4151		
SALARIES AND BENEFITS		
5100	Finance Director (FD)	125,004
5116	Auto Allowance (\$350 times 12 months)	4,200
5120	Retirement	8,732
5125	Medicare Tax	1,813
5130	Medical Insurance	18,807
5133	Dental Insurance	578
5134	Disability Insurance	437
5137	Vision Insurance	283
5138	Life Insurance	180
TOTAL		160,034
MAINTENANCE AND OPERATIONS		
6080	Office Supplies General Supplies	500
TOTAL		500
6376	Taxes and License (FD) Certified Public Accountant <i>Bi-Annual \$200</i>	200
TOTAL		200
6386	Professional Membership(FD) California Society of Municipal Finance Officers (CSMFO) American Institute of Certified Public Accountants California Society of Certified Public Accountants	110 225 500
TOTAL		1,060

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION		
	DEPT. 4151		FINANCE ADMINISTRATION
6391	Travel and Meeting		
	Government and Tax Update (2 x \$395) (FD & Senior Accountant [SA])	790	
	GASB Update (2 x \$60) (FD & SA)	10	
	Mileage for PERS Training (SA & Accountant Technician [AT])	55	
	CSMFO Bi-Monthly Lunches (6 x \$40) (FD, SA, AT)	240	
		TOTAL	1,095
6392	Training and Education		
	Cal Society Foundation Fall Series (FD)	425	
	Seminars/workshops for CSMFO (FD), Payroll Certification (AT) and other trainings for (FD, SA, AT)	1,850	
		TOTAL	2,275
6710	Audit		
	Annual Audit/Financial Statements (\$50,000 General Fund)	61,505	
	Other Post Employment Benefits Actuarial (OPEB) Update (Bartel Associates)	2,500	
	State Reports Financial Transaction Report and Streets Report	5,233	
	Enrolled Agent - Quarterly and Annual Report representation	1,500	
		TOTAL	70,738
6720	Contractual		
	Sales Tax Service (HdL)	4,600	
	Sales Audit Tax Service (HdL) [15% of recovered amounts. Revenue equals]	12,000	
	Property Tax (HdL)	5,000	
	Pension reports (Prepared by Public Employees Retirement System)	1,950	
	Tyler Technologies - Accounting Software Maintenance Contract	9,800	
	Franchise Fee (R-3)	20,000	
		TOTAL	53,350

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4155	DESCRIPTION	ACCOUNTING
		SALARIES AND BENEFITS	
5100		Senior Accountant (SA)	76,452
5100		Accountant Technician (AT)	76,068
5105		Overtime	-
5115		Part Time	-
5120		Retirement	16,574
5121		PARS/APPLE Retirement	-
5125		Medicare Tax	2,212
5130		Medical Insurance	61,210
5133		Dental Insurance	2,044
5134		Disability Insurance	675
5136		Vacation Buy Back	-
5137		Vision Insurance	566
5138		Life Insurance	360
		TOTAL	236,161

**Operating Costs have been included under Finance Administration section*

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	DEPT. 4160	BUSINESS LICENSE
	SALARIES AND BENEFITS	
5100	Account Technician	74,160
5120	Retirement	9,776
5125	Medicare Tax	1,075
5130	Medical Insurance	19,516
5133	Dental Insurance	688
5134	Disability Insurance	308
5137	Vision Insurance	198
5138	Life Insurance	180
	TOTAL	105,901

**Operating Costs have been included under Finance Administration section*

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION		
	DEPT. 4018		PURCHASING
	SALARIES AND BENEFITS		
5100	Purchasing Agent		-
5110	Hourly Account Clerks (2) at 24 hrs. / week each	45,240	45,240
5120	Retirement		-
5121	Hourly Retirement (3.75% City Share)	1,696	1,696
5125	Medicare Tax		656
5130	Medical Insurance		-
5133	Dental Insurance		-
5134	Disability Insurance		-
5137	Vision Insurance		-
5138	Life Insurance		-
	TOTAL		47,592
	MAINTENANCE AND OPERATIONS		
6080	Office Supplies	500	
	TOTAL		500
6386	Professional Membership		
	American Purchasing Society	-	
	Institute for Supply Management (ISM)	-	
	TOTAL		-
6392	Training and Education		
	Excel Courses	-	
	ISM Seminar	-	
	Registration	-	
	Hotel	-	
	Flight	-	
	TOTAL		-

*Telephone expenses have been included collectively under Facilities Operations

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	RECREATION
	DEPT. 4350	
	SALARIES AND BENEFITS	
5100	Recreation Program Coordinator	68,112
5100	Recreation Assit Program Coordinator	52,068
	Coordinator/Asst Coordinator - On Call (312 Hours annually)	-
5110	Hourly - 17,267 Hours	236,556
	Recreation Leaders (\$14.69 hr for 2,900 hours)	42,601
	Recreation Aides (\$13.5 hr for 14,367 hours + mininum wage adjustment 1/1/2020)	193,955
5120	Retirement	8,395
5121	PARS/APPLE Retirement	8,871
5125	Medicare Tax	5,173
5130	Medical Insurance	41,458
5133	Dental Insurance	2,044
5134	Disability Insurance	565
5136	Vacation Buy Back	-
5137	Vision Insurance	567
5138	Life Insurance	360
	* \$42,000 Paid with CDBG Funds	
	TOTAL	424,169
	MAINTENANCE AND OPERATIONS	
6210	Contract	
	Classes	10,000
	Expense is covered by class fees	
	TOTAL	10,000

CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21

ACCT. NO.	DESCRIPTION	RECREATION
	DEPT. 4350	
6386	Professional Membership SCMAF	120
	TOTAL	120
6392	Training and Education Trainings (Two Trainings) Staff, Parks and Recreation Commissioners up to \$2,000, and Senior Commissioners up to \$2,000	1,000 4,000
	TOTAL	5,000
6510	Excursions <i>Funded by Proposition C and Proposition A</i>	
	TOTAL	15,000
6580	Senior Programs Annual Events <i>July</i> <i>August</i> <i>September</i> <i>October</i> <i>November</i> <i>December</i> <i>January</i> <i>February</i> <i>March</i> <i>April</i> <i>May</i> <i>June</i> HSA - Case Manger for Seniors - CDBG Funded - No General Fund Share	7,150 300 700 900 250 300 1,500 700 250 250 600 1,000 400 -
	TOTAL	7,150
		-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4350	DESCRIPTION	RECREATION	
6585	Special Events			
	Easter		5,000	
	<i>DJ</i>		350	
	<i>Decorations</i>		300	
	<i>Entertainment</i>		2,500	
	<i>Candy</i>		600	
	<i>Easter Baskets</i>		500	
	<i>Easter Eggs</i>		350	
	<i>Insurance</i>		400	
	National Night Out			2,900
	<i>Food</i>		500	
	<i>Jumpers</i>		1,000	
	<i>Entertainment</i>		500	
	<i>Promotions/Giveaways</i>		500	
	<i>Insurance</i>		400	
	Independence Day			27,000
	<i>Fireworks</i>		13,500	
	<i>Port-a-Potties</i>		800	
	<i>Insurance</i>		1,000	
	<i>Entertainment</i>		6,200	
	<i>Rental of Generators/Stage</i>		2,000	
	<i>Rental of Carnival</i>		3,500	
	Halloween Carnival			8,400
	<i>Entertainment</i>		4,000	
	<i>Candy</i>		1,000	
	<i>Prizes</i>		1,000	
	<i>Game Booths</i>		2,000	
	<i>Insurance</i>		400	
	Holiday Event			24,000
	<i>Carnival</i>		15,000	
<i>Decorations</i>		4,000		
<i>5K Run</i>		5,000		
		TOTAL	67,300	
6715	Commissioner			
	Parks and Recreation Commission (1 Chairperson @\$55 and 4 Commissioners @\$45)		2,970	
	Aging and Senior Citizen Commission		2,370	

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4350	DESCRIPTION	RECREATION
		(1 Chairperson @\$40 and 4 Commissioners @\$35)	
		Includes medicare taxes and retirement	
		TOTAL	5,340
6720		Contractual Services	
		Partnerships with Non-Profits from Community Benefit Program	
		Sports / Recreation Programs	38,000
		YMCA	
		Healthy Cudahy, Join-a-gym initiative	8,000
		Scholarships /Rehabilitation programs/Other programs and activities	8,000
		(TBD. YMCA has verbally requested funding for other programs. A contract amendment would be required. When a formal request is received it will be evaluated.)	
		TOTAL	54,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	PARKS MAINTENANCE
	DEPT. 4410	
	SALARIES AND BENEFITS	
5100	Community Services Director (Vacant)	-
5100	Community Services Manager (Vacant)	-
5100	Maintenance Superintendent (Vacant)	-
5100	Maintenance Worker (Proposed)	42,888
5105	Overtime	-
5110	Hourly	104,476
	Maintenance Aide (4) for 6,942 hours	104,476
5120	Retirement	2,996
5121	PARS/APPLE Retirement	3,917
5125	Medicare Tax	1,866
5130	Medical Insurance	20,729
5133	Dental Insurance	996
5134	Disability Insurance	249
5136	Vacation Buy Back	283
5137	Vision Insurance	180
5138	Life Insurance	-
	Dept. 4425 budget reflects additional cost to General Fund of \$23,500.	
	TOTAL	178,580

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION		
	DEPT. 4410		PARKS MAINTENANCE
	MAINTENANCE AND OPERATIONS		
6389	Special Projects		
	<i>Park Repairs (including playground equipment and repairs)</i>		25,000
	<i>Wood chips for playgrounds</i>		4,200
	<i>Purchase small equipment</i>		2,500
	Maintenance		8,125
	<i>Water irrigation system maintenance and repair</i>	1,200	
	<i>General Plumbing and electrical repairs with purchase of snake</i>	1,125	
	<i>Backflow testing</i>	1,000	
	<i>Landscape materials - Plants and Trees</i>	4,000	
	<i>General Repairs</i>	800	
	<i>ADA Accessibility Improvements</i>		10,000
	Remodeling Outside Restroom (Clara Park & Cudahy Park) - CDBG Funded		-
		TOTAL	49,825
6040	Gasoline		
		1,500	
		TOTAL	1,500
6394	Vehicle Maintenance		
	Tires, Brakes, general maintenance	3,700	
		TOTAL	3,700
6250	Uniforms		
	Maintenance Worker (1)	500	
	Maintenance Aide (4)	2,000	
		TOTAL	2,500
6392	Training and Education		
	Training workshops, seminars, conferences and related reference materials	1,000	
	Training for Class B Driver's License	-	
		TOTAL	1,000
6720	Contractual		
	Yearly expense covers the administration costs of the Land Use Covenant/Agreement with the State of California	900	
		TOTAL	900
6770	Service Equipment Maintenance		
	Annual AQMD permit fee required for Generator (Lugo) operation	120	
	Maintenance and Repairs to Lawnmowers, edgers, and other power material	4,000	
	Riding Mower Service	2,000	
		TOTAL	6,120

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	DEPT. 4410	PARKS MAINTENANCE
6785	<p>Tree Trimming</p> <p>Scheduled Citywide tree maintenance - 2-3 year trim cycle Cudahy Park and Pocket Park (FY 2019-20) Clara Park, Clara Expansion Park, and Lugo Park (FY 2020-21)</p> <p><i>(General Fund Share Only . Street Maintenance trimming budgeted in Dept 4425)</i></p> <p>Tree Removal (Remove dead trees or hazardous trees)</p>	
	<p align="right">TOTAL 15,000</p>	

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	DEPT. 4501	POLICE SERVICES
	SALARIES AND BENEFITS	
5100	Public Safety & Services Manager (Vacant)	-
5120	Retirement	-
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	-
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5136	Vacation Buy Back	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	-
	MAINTENANCE AND OPERATIONS	
6763	Police Services 8/56 Hour Service Units - 5.57% COLA increase 1 Growth Deputy - 5.52% COLA increase 1 Service Area Sergeant [No Separate Charge]	4,310,929 \$223,000 Increase -
	Police Services - Supplemental COPS (Grant Funded) - Begins October 2020 Park/Property Patrols will be from October to June due to funding availability	100,000
	TOTAL	4,410,929

*Telephone costs are included under *Facilities Operations*

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	DEPT. 4230	COMMUNITY PRESERVATION
	SALARIES AND BENEFITS	
5100	Community Preservation Officer	68,171
5110	Salaries, Hourly (20 hours/week)	
5120	Retirement	8,986
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	988
5130	Medical Insurance	20,729
5133	Dental Insurance	1,022
5134	Disability Insurance	192
5137	Vision Insurance	283
5138	Life Insurance	180
	TOTAL	100,551
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies	
	Compliance notices and citation forms	- General Fund
	Nixle Notification Services (Thru Oct 2020)	2,175 General Fund
	<i>Additional supplies (pepper spray, envelopes, etc.)</i>	400 CDBG Budget
	<i>Printer Toner</i>	500 CDBG Budget
	Code Enforcement Software (33% Share Cost)	
	TOTAL	3,075
6250	Uniforms	
		CDBG Budget
	TOTAL	500
6386	Professional Membership	
	California Association of Code Enforcement Officers (Staff & Director)	CDBG Budget
	TOTAL	750
6392	Training and Education	
	Training for community preservation personnel (workshops, seminars and conferences)	CDBG Budget
	TOTAL	2,302
6394	Vehicle Maintenance	
	Fuel and scheduled preventive maintenance (Unit #32, #36)	CDBG Budget
	TOTAL	1,000
6755	Legal Services	
	City Prosecutor	
	Prosecution	34,224 CDBG Budget
	<i>Muni Code Update</i>	25,000 CDBG Budget
	<i>Omnibus Muni Code</i>	- General Fund
	TOTAL	59,224

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	DEPT. 4520	CROSSING GUARDS
	MAINTENANCE AND OPERATIONS	
6730	Crossing Guards Services	
		TOTAL 49,724

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	<p align="center">DEPT. 4510</p> <p align="right">ANIMAL REGULATION</p>	
	<p align="center">MAINTENANCE AND OPERATIONS</p>	
6703	<p>Animal Control</p> <p>Los Angeles County Animal Control Services</p> <p>Less Fees Collected</p>	<p align="right">110,000</p> <p align="right">(20,000)</p>
		<p align="right">TOTAL 90,000</p>

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	MUNICIPAL ENFORCEMENT
	DEPT. 4530	
	SALARIES AND BENEFITS	
5100	Senior Municipal Enforcement Officer (Vacant)	-
5110	Hourly, Salaries	35,599
	Municipal Officers (2 to 4) 40-50 hours a week for all officers	35,599
5120	Retirement	-
5121	PARS/APPLE Retirement	1,335
5125	Medicare Tax	516
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5136	Vacation Buy Back	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	37,450
	MAINTENANCE AND OPERATIONS	
6040	Gasoline	2,500
6080	Office Supplies	
	Parking permit supplies	5,000
	Business Cards, Flash Lights, Clipboards, Batteries	250
	TOTAL	5,250
6250	Uniforms (4 hourly officers) <i>Shirts / Pants / Armor Vest (4)</i>	3,680
6392	Training and Education Training classes and seminars for commissioners/staff <i>(\$2,000 x 2 Commissioners)</i>	5,000
6394	Vehicle Maintenance	1,000
6715	Commissioner Public Safety Commission (1 Chairperson @\$60 and 4 Commissioners @\$50)	3,265
	TOTAL	3,265
6993	Other Equipment Vehicle lease and MDC Software	-
	TOTAL	-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	
	DEPT. 4425	STREET MAINTENANCE
	SALARIES AND BENEFITS	
5100	Maintenance Superintendent (1)	67,808
5100	Maintenance Leader (1)	54,563
5100	Maintenance Workers (3)	113,550
5105	Overtime	-
5110	Salaries, Hourly	-
5120	Retirement	21,341
5121	PARS/ APPLE Retirement	-
5125	Medicare Tax	3,420
5130	Medical Insurance	60,883
5133	Dental Insurance	4,160
5134	Disability Insurance	1,128
5136	Vacation Buy Back	-
5137	Vision Insurance	1,190
5138	Life Insurance	755
	Includes \$23,358 (6%) charged to General Fund for non-street activities (Council Meetings/Parks)	
	TOTAL	328,798
	MAINTENANCE AND OPERATIONS	
6040	Gasoline	
	TOTAL	10,000
6150	Street Maintenance Supplies	
	Uniforms	2,500
	Vehicle Maintenance	2,000
	Other Materials (Silica Sand, small equipment, cones grinding teeth for grinder, other replacement parts)	15,000
	TOTAL	19,500
6387	Signs	
	Regulatory signs and hardware	15,000
	Street Decorations/Banners/Storage	5,000
	TOTAL	20,000
6392	Training and Education	
	Allotment for training, hotel, meals and transportation (Safety training and other educational training)	10,000
	TOTAL	10,000
6393	Vehicle Lease	
	Maintenance Trucks	
	TOTAL	34,083

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	STREET MAINTENANCE
	DEPT. 4425	
6395	Water	
		TOTAL 5,660
6770	Street Maintenance	
	Striping/Pavement (Premark Street Marking) <i>Schedule striping and pavement marking including select system school zones, curb painting, new pavement, and pavement reflector replacement (estimated)</i>	10,000
	Curb Addressing <i>Needs to be performed in 2020</i>	
	Bus Shelter Maintenance <i>Clean and Repair Bus Shelters Structure repair, painting, etc. Atlantic Trash Cans (30 GAL. Metal Trash Cans Model - MF3051)</i>	5,000
	Graffiti Removal Street Maintenance <i>Pot Hole Repair</i>	15,000
	Median Maintenance <i>Re-Landscape Atlantic Blvd. Median</i>	-
		TOTAL 30,000
6778	Street Sweeping (2 times per week)	
	Nationwide Environmental Services - Street sweeping contract services Street sweeping (2 times per week)	
		TOTAL 90,000
6785	Tree Trimming	
	Scheduled Citywide tree maintenance - 2-3 trim cycle (East of Otis to Riverbed/City Limit)	15,000
		TOTAL 15,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4430	DESCRIPTION	STREET LIGHTING
		MAINTENANCE AND OPERATIONS	
6318		Electricity Street Lighting General Fund subsidy is \$32,641	TOTAL 105,685
6775		Street Lighting Maintenance Service Contract Maintenance Service Measure M subsidy is \$34,812	TOTAL 34,812

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	COMMUNITY DEVELOPMENT ADMINISTRATION
	SALARIES AND BENEFITS	
5100	Community Development Manager (Vacant)	-
5116	Auto Allowance (\$350 times 12 months)	-
5120	Retirement	-
5125	Medicare Tax	-
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	-
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies General Supplies	-
	TOTAL	-
6386	Professional Membership(CDM) Annual Membership in the American Planning Association (APA)	-
	TOTAL	-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION		
	DEPT. 4210		COMMUNITY DEVELOPMENT ADMINISTRATION
6391	Travel and Meeting League of Cities and APA Conferences	-	
			TOTAL -
6392	Training and Education League of Cities and APA Conferences	-	
			TOTAL -
6720	Contractual Project managaement <i>Avant Garde - \$250 a week CDBG administration</i>	-	
			TOTAL -

CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21

ACCT. NO.	DESCRIPTION	PLANNING
DEPT. 4215		
SALARIES AND BENEFITS		
5100	Community Development Manager (Vacant)	-
5100	Planning Assistant (Vacant)	-
5100	Comm. Dev. Secretary (33%) (Vacant)	-
5105	Overtime	-
5115	Hourly	-
5120	Retirement	-
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	-
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5136	Vacation Buy Back	-
5137	Vision Insurance	-
5138	Life Insurance	-
TOTAL		-
MAINTENANCE AND OPERATIONS		
6065	Maps Zoning Maps	
TOTAL		250
6080	Office Supplies Property Data Profiles (First American Data Tree) @\$100 / month Printing Costs	 1,200 300
TOTAL		1,500
6386	Professional Membership Annual Membership in the American Planning Association (APA) Planning Commissioners Assistant Planner	 - -
TOTAL		-
6391	Travel and Meetings League of Cities and APA Conferences	-
TOTAL		-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4215	DESCRIPTION	PLANNING
6392		Training and Education	
		Planning Commissioners to attend conferences as approved by the City Manager (up to 2 - rotating)	4,000
		Assistant Planner attendance of League of Cities and APA Conferences	-
		Other relevant training	-
		TOTAL	4,000
6715		Commissioner	
		Planning Commission (1 Chairperson @\$65 and 4 Commissioners @\$55 plus medicare tax and retirement)	3,600
		TOTAL	3,600
6720		Contractual	
		Willdan Planning Services	150,000
		General Plan Update - Completed FY 2017-18	-
		Developmental Code	-
		Water Infrastructure/Parks Plan	-
		TOTAL	150,000
6760		Contractual	
		Development Agreements / Development Review Permits (emja / Glenn Ward Calsada)	150,000
		Accounting Services - Collection of CBP and Operating Fees	24,000
		Compliance Services - MGO (Site Compliance and Operating Fee Collections)	50,000
		TOTAL	224,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	ENGINEERING
	DEPT. 4216	
	SALARIES AND BENEFITS	
5100	Assistant Engineer	110,304
5100	Community Development Secretary (33%) (Vacant)	-
5120	Retirement	9,445
5125	Medicare Tax	1,599
5130	Medical Insurance	7,439
5133	Dental Insurance	343
5134	Disability Insurance	493
5136	Vacation Buy Back	-
5137	Vision Insurance	110
5138	Life Insurance	279
	TOTAL	130,012
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies	
	General office supplies (BNI Public Works Green Book, Cost Book, Standard Plans, Engineering Codes, MUTCD, Traffic Manual) General office supplies (Drafting table, lamp, wire bin, roll fire, Blue Print Stand, Desk Chair.) PC, Monitor, Software	3,500
	Other funding used for \$3,000 of supplies	
	TOTAL	3,500
6386	Professional Membership	
	American Society of Civil Engineers	300
	American Public Works Association	170
	City and County Engineers Association	35
	TOTAL	505
6391	Travel and Meetings	
	Public Works Training/Conference for Engineer <i>Annual Public Works Conference (International Public Works Congress & Expo)</i> ASCE Annual Conference (American Society of Civil Engineers)	1,000
	TOTAL	1,000
6392	Training and Education	
	Engineering Training & Seminars (Design Management, NPDESIMS4)	1,000
	TOTAL	1,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	ENGINEERING
	DEPT. 4216	
6720	<p>Contractual</p> <p>LA County Public Works</p> <p>Annual catch basin cleaning, industrial waste inspection services, and special project assistance performed by the County, City portion of LAFCO costs</p> <p style="text-align: right;">17,500</p> <p>Sewer System Management Plan Recertification and 2019 Plan Audits</p> <p style="text-align: right;">5,000</p>	
	TOTAL	22,500
6745	<p>Engineering Services</p> <p>PUBLIC WORKS - Professional engineering services, inspection services, engineering services, and special project assistance for city projects (Wildan Engineering Services)</p> <p style="text-align: right;">55,000</p> <p>NPDES/MS4 Compliance (Mandated) (WMP Implementation)</p> <p>National Pollutant Discharge Elimination System (Environmental Engineering Services for NPDES Program Development and Implementation)</p> <p>NPDES Storm Drain Filming For Illegal Connections</p> <p>Administer TMDL (Total Maximum Daily Loads) mandated by California Regional Water Quality Control Board annual waste discharge (SRWCB) payment</p> <p>Increase Catch Basin Maintenance per MS4 Permit</p> <p>Municipal Separate Storm Sewer System (MS4) Development and Implementation</p> <p>City Share for Watershed Group (WMP) Regional Project (LAR-UR2) Prop 1</p> <p>CMIP Monitoring Cost</p> <p style="text-align: right;">120,000</p> <p>GWMA (Signal Hill) - Gateway Water Management Authority annual membership</p> <p style="text-align: right;">7,100</p> <p><i>The City applied for and received a 50% reduction in the annual membership.</i></p>	
	TOTAL	182,100

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	BUILDING REGULATION
DEPT. 4212		
SALARIES AND BENEFITS		
5100	Community Development Director (Vacant)	-
5100	Community Development Manager (25%) (Vacant)	-
5100	Building Inspector (Vacant)	-
5100	Comm. Dev. Secretary (33%) (Vacant)	-
5105	Overtime	-
5110	Hourly	-
	1 Building Inspector (\$45/hr x 35hrs/week) [Vacant]	-
5120	Retirement	-
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	-
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5137	Vision Insurance	-
5138	Life Insurance	-
TOTAL		-
MAINTENANCE AND OPERATIONS		
6080	Office Supplies	
	Permitting Software (33%)	-
	LA County Code Update	200
	General Supplies	-
TOTAL		200
6386	Professional Membership	
	California Building Inspector	-
TOTAL		-
6392	Education and Training	
	Certified Building Inspector	-
	Certified Plumbing Inspector	-
	Certified Electrical Inspector	-
TOTAL		-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	BUILDING REGULATION
	DEPT. 4212	
6720	Contractual Building Official Services (Willdan) 160,000 Plan Check Services (TransTech) 97,500 <i>65% of Plan Check Revenue estimated to be \$150,000</i>	TOTAL 257,500
6752	Industrial Waste <i>This category covers the cost of industrial waste licensing inspections.</i> <i>Mandatory County Fee (Not every year)</i>	TOTAL -
6779	Strong Motion Fee <i>(\$200/quarter)</i>	800 TOTAL 800

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	HOUSING REHAB SFD
	DEPT. 4620	
	SALARIES AND BENEFITS	
5110	Hourly Housing Rehabilitation Specialist	
5121	PARS/APPLE Retirement	
5125	Medicare Tax	
	TOTAL	-
	MAINTENANCE AND OPERATIONS	
6350	Home Improvement Programs	69,562
	TOTAL	69,562
6767	Housing Rehabilitation Consultant 20% administration of program	17,390
	TOTAL	17,390

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4020	DESCRIPTION	FACILITIES OPERATIONS
SALARIES AND BENEFITS			
5110		Salaries, Hourly	49,010
		Front Desk 25 hours/week * 2	49,010
5121		Apple Retirement	1,838
5125		Medicare Tax	711
			TOTAL
51,559			
MAINTENANCE AND OPERATIONS			
6010		Building Materials	
		Cudahy / Bedwell Hall Improvement Project Phase II	-
		Roof maintenance (Lugo / Clara facilities)	2,000
		Tables and Chairs	5,000
		Roof repairs will be part of Go Green proposal	
			TOTAL
7,000			
6014		Copier Supplies	
		Copier Supplies Servicing (Contract Konika)	4,960
		Copier Lease (Contract Xerox/Minolta 36 months)	18,000
		Paper	1,700
		Toner/Ink	3,500
			TOTAL
28,160			
6060		Kitchen	
		Servicing of kitchens at City facilities	5,000
		including but not limited to Fire Sprinkler Supression System (Inspection Included)	
			TOTAL
5,000			

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	FACILITIES OPERATIONS
	DEPT. 4020	
6080	Office Supplies	
	Cleaning, sanitary supplies, trash liners, and paper goods	30,000
	Flags (Replace every other year)	1,000
	TOTAL	31,000
6312	City Memberships	
	California Cities for Self-Reliance JPA	30,000
	Area E Disaster Management	1,230
	Gateway Water Management Authority	14,000 Other Funds
	Sams Club Membership	130
	Request CA Self-Reliance JPA to make payment at mid-year	
	TOTAL	45,360
6318	Electricity	
	City Hall (Including Library)	35,000
	Other Facilities (Lugo Park, Clara Street Park)	55,000
	Lighting (Atlantic/Patata Intersection)	900
	TOTAL	90,900
6370	Equipment Maintenance	
	Generator at Lugo Park (Bi-annual Service)	3,000
	General building repairs and facility maintenance (Estimated)	8,000
	Fitness Center (Closed)	10,000
	Annual Fire Extinguisher Service	600
	Locksmith	4,460
	Annual Audits (Playgrounds, Skate Park and Gym)	5,000
	Purchase of Ffloor Macarve to maintain tile floors	9,520
	TOTAL	31,060
6376	Tax and License	
	Health Department Fees	
	TOTAL	500
6380	Natural Gas	
	City Hall	450
	Clara Street Park	1,155
	Lugo Park	515
	TOTAL	2,120
6385	Postage	
	Postage Machine Lease, postage, etc.	5,600
	TOTAL	5,600
6390	Telephone	
	Ring Central	12,000
	AT&T Landline and cell phone	19,000
	TOTAL	31,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DEPT. 4020	DESCRIPTION	FACILITIES OPERATIONS
6395	Water		
		City Hall / Library	450
		Other Facilities (Lugo Park, Clara Street Park)	46,000
		TOTAL	46,450
6396	Internet		
		Time Warner Business Class Internet	5,700
		Includes new service for Council Chambers live streaming	TOTAL 5,700
6420	Liability Insurance		
		General Liability (Including property) - MIC	196,744
		Insurance Management Fees (Liability and Workers Compensation)	21,000
		Crime Insurance	5,433
		Cyber Liability	4,987
		Expected self-insurance loss	40,000
		CJPIA Retro (\$218,024)	35,000
		TOTAL	303,164
6490	Workers Compensation Insurance		
		Workers Compensation - MIC	120,599
		Insurance management fees	26,000
		Expected self-insurance loss	75,000
		CJPIA retro Installment due 7/1/2015. Additional amounts due 7/1/18/19/20/21 of \$130,500	30,300
		TOTAL	251,899
6515	Food Distribution		
		Food Distribution Program	37,854
		CDBG Funded	33,781
		Truck rental (November/December)	200
		General Fund Share of Costs	3,873
		TOTAL	37,854

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2020-21**

ACCT. NO.	DESCRIPTION	FACILITIES OPERATIONS
	DEPT. 4020	
6720	Contractual	
	AAA Alarm Services	5,974
	Information Technology - IT Systemhouse (\$3,200 x 12 months)	38,400
	Grant writing services	-
	Translation Services (Hilda Estrada)	30,000
	State Mandated Cost Recovery	3,500
	Pest Control (American City Pest and Termite)	6,000
	Flag Poles, lights, etc. (Downey Sign and Lighting) non-Gas Tax	1,500
	TOTAL	85,374
6742	Emergency Preparedness	
	LA County Satellite Network	-
	TOTAL	-
6810	Bank Charges	
	Wells Fargo (General Fees)	
	TOTAL	12,000
6910	Computers	
	Virtual City Hall	47,700
	Back Up Service	10,300
	Replacement Server / Workstations (36 month lease)	15,600
	Eset Antivirus	5,000
	Web domain registration and service fees	1,000
	Website SSL Certificates and other hosting Costs	500
	Audio/Video Recording for Council Chamber	5,000
	TOTAL	85,100
6950	Heating and Air Conditioning	
	A/C Servicing (\$2,500 quarterly)	10,000
	A/C Repairs not covered by servicing	12,000
	TOTAL	22,000
6970	Office Equipment	
	Business Cards (Got Printing)	2,000
	Storage Bin (Haul-Away)	984
	TOTAL	2,984

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Item Number 10A

STAFF REPORT

Date: June 16, 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 February 2020**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of February 2020 in the amount of \$6,577,584.51.

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 February 1, 2020, the balance in LAIF was \$5,077,584.51 (See Attachment).
4. In January 2020, \$1,500,000 was transferred to LAIF from City's General Bank Account. (See Attachment).
5. On February 29, 2020, the balance in LAIF was \$6,577,584.51 (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 February 2020 LAIF, the LAIF ending balance of \$6,577,584.51 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	February 01, 2020	\$5,077,584.51
Transfer from City operating account		1,500,000.00
		<hr/>
Ending Balance as of	February 29, 2020	\$6,577,584.51 =====

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Item Number 10B

STAFF REPORT

Date: June 16, 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 February 2020**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$1,030,586.48 including Cash and Investment Report by Fund for the month of February 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 February 2020, the following demands and payroll have been audited by the Finance Department:

Demands	\$ 780,856.36 (Attachment A)
Payroll Warrants	\$ 19,237.28 (Attachment B)
	\$ 124,391.24 (Attachment B)
	\$ 106,101.60 (Attachment B)
Total:	\$1,030,586.48

ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund February 2020 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of January 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 \$1,030,586.36 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 February 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: 06/08/2020

Time: 3:04 pm

Page: 1

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															
50760	02/04/2020		9966 Printed	AT & T LONG DISTANCE SERVICE Long Distance - Jan 24 2020	87.36 0.00	87.36															
					Check Amount	87.36															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>33978</td> <td>001-4020-6390.000</td> <td>87.36</td> <td>0.00</td> <td>87.36</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33978	001-4020-6390.000	87.36	0.00	87.36					
Ref#	GL Number	Gross	Discount	Amount																	
33978	001-4020-6390.000	87.36	0.00	87.36																	
50761	02/04/2020		0057-2 Printed	AT & T PHONE SERVICE Dec 8 - Jan 1 2020	642.90 0.00	642.90															
					Check Amount	642.90															
<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>33977</td> <td>001-4020-6390.000</td> <td>642.90</td> <td>0.00</td> <td>642.90</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33977	001-4020-6390.000	642.90	0.00	642.90					
Ref#	GL Number	Gross	Discount	Amount																	
33977	001-4020-6390.000	642.90	0.00	642.90																	
50762	02/04/2020		10560 Printed	GLOBAL URBAN STRATEGIES INC. Delta Fuel Dump Crisis Mgmt &	10,000.00 0.00	10,000.00															
					Check Amount	10,000.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>33979</td> <td>001-4001-6720.000</td> <td>10,000.00</td> <td>0.00</td> <td>10,000.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33979	001-4001-6720.000	10,000.00	0.00	10,000.00					
Ref#	GL Number	Gross	Discount	Amount																	
33979	001-4001-6720.000	10,000.00	0.00	10,000.00																	
50763	02/04/2020		10081-1 Printed	NEOFUNDS Postage - Jan 2020	434.27 0.00	434.27															
					Check Amount	434.27															
<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>33974</td> <td>001-4020-6385.000</td> <td>434.27</td> <td>0.00</td> <td>434.27</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33974	001-4020-6385.000	434.27	0.00	434.27					
Ref#	GL Number	Gross	Discount	Amount																	
33974	001-4020-6385.000	434.27	0.00	434.27																	
50764	02/04/2020		0071-1 Printed	SO CAL GAS Natural Gas - 7810 Otis Ave.	119.60 0.00	119.60															
					Check Amount	119.60															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>33975</td> <td>001-4020-6380.000</td> <td>57.97</td> <td>0.00</td> <td>57.97</td> </tr> <tr> <td>33976</td> <td>001-4020-6380.000</td> <td>61.63</td> <td>0.00</td> <td>61.63</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33975	001-4020-6380.000	57.97	0.00	57.97	33976	001-4020-6380.000	61.63	0.00	61.63
Ref#	GL Number	Gross	Discount	Amount																	
33975	001-4020-6380.000	57.97	0.00	57.97																	
33976	001-4020-6380.000	61.63	0.00	61.63																	
50765	02/04/2020		8363 Printed	TIME WARNER CABLE Internet Service 7810 Otis ave	94.98 0.00	94.98															
					Check Amount	94.98															
<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>33973</td> <td>001-4020-6396.000</td> <td>94.98</td> <td>0.00</td> <td>94.98</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33973	001-4020-6396.000	94.98	0.00	94.98					
Ref#	GL Number	Gross	Discount	Amount																	
33973	001-4020-6396.000	94.98	0.00	94.98																	
50766	02/04/2020		0078 Printed	TRACT 349 MUTUAL WATER CO Water Service Oct 15-Dec 15	854.63 0.00	854.63															
					Check Amount	854.63															
<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>33972</td> <td>201-4425-6395.000</td> <td>854.63</td> <td>0.00</td> <td>854.63</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33972	201-4425-6395.000	854.63	0.00	854.63					
Ref#	GL Number	Gross	Discount	Amount																	
33972	201-4425-6395.000	854.63	0.00	854.63																	
50767	02/13/2020		10128 Printed	ALCALA MIKE ALONSO Friday's DJ Services	240.00 0.00	240.00															
					Check Amount	240.00															
<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>34020</td> <td>001-4350-6580.000</td> <td>150.00</td> <td>0.00</td> <td>150.00</td> </tr> <tr> <td>34021</td> <td>001-4350-6580.000</td> <td>90.00</td> <td>0.00</td> <td>90.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34020	001-4350-6580.000	150.00	0.00	150.00	34021	001-4350-6580.000	90.00	0.00	90.00
Ref#	GL Number	Gross	Discount	Amount																	
34020	001-4350-6580.000	150.00	0.00	150.00																	
34021	001-4350-6580.000	90.00	0.00	90.00																	

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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																																																																	
50768	02/13/2020		1778 Printed	ALL CITY MANAGEMENT School Crossing Guard Svcs	2,357.38 0.00	2,357.38																																																																	
					Check Amount	2,357.38																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34018</td> <td>201-4520-6730.000</td> <td>2,288.52</td> <td>0.00</td> <td>2,288.52</td> </tr> <tr> <td>34019</td> <td>201-4520-6730.000</td> <td>68.86</td> <td>0.00</td> <td>68.86</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34018	201-4520-6730.000	2,288.52	0.00	2,288.52	34019	201-4520-6730.000	68.86	0.00	68.86																																																		
Ref#	GL Number	Gross	Discount	Amount																																																																			
34018	201-4520-6730.000	2,288.52	0.00	2,288.52																																																																			
34019	201-4520-6730.000	68.86	0.00	68.86																																																																			
50769	02/13/2020		10561 Printed	ANGELICA MARIA LEMUS Facility Reservation Reimb.	100.00 0.00	100.00																																																																	
					Check Amount	100.00																																																																	
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>33980</td> <td>001-0000-4903.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33980	001-0000-4903.000	100.00	0.00	100.00																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																			
33980	001-0000-4903.000	100.00	0.00	100.00																																																																			
50770	02/13/2020		10133 Printed	AVANT-GARDE, INC. Funding Compliance Services	4,288.75 0.00	4,288.75																																																																	
					Check Amount	4,288.75																																																																	
<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>33981</td> <td>510-7116-6720.000</td> <td>568.75</td> <td>0.00</td> <td>568.75</td> </tr> <tr> <td>33981</td> <td>510-4620-6720.000</td> <td>325.00</td> <td>0.00</td> <td>325.00</td> </tr> <tr> <td>33981</td> <td>001-4210-6720.000</td> <td>1,923.75</td> <td>0.00</td> <td>1,923.75</td> </tr> <tr> <td>34027</td> <td>510-4620-6720.000</td> <td>211.25</td> <td>0.00</td> <td>211.25</td> </tr> <tr> <td>34027</td> <td>001-4210-6720.000</td> <td>1,260.00</td> <td>0.00</td> <td>1,260.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33981	510-7116-6720.000	568.75	0.00	568.75	33981	510-4620-6720.000	325.00	0.00	325.00	33981	001-4210-6720.000	1,923.75	0.00	1,923.75	34027	510-4620-6720.000	211.25	0.00	211.25	34027	001-4210-6720.000	1,260.00	0.00	1,260.00																																			
Ref#	GL Number	Gross	Discount	Amount																																																																			
33981	510-7116-6720.000	568.75	0.00	568.75																																																																			
33981	510-4620-6720.000	325.00	0.00	325.00																																																																			
33981	001-4210-6720.000	1,923.75	0.00	1,923.75																																																																			
34027	510-4620-6720.000	211.25	0.00	211.25																																																																			
34027	001-4210-6720.000	1,260.00	0.00	1,260.00																																																																			
50771	02/13/2020		10499 Printed	BOXING 4 KIDS LA Boxing Instructor	1,062.00 0.00	1,062.00																																																																	
					Check Amount	1,062.00																																																																	
<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>33982</td> <td>001-4350-6210.000</td> <td>1,062.00</td> <td>0.00</td> <td>1,062.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33982	001-4350-6210.000	1,062.00	0.00	1,062.00																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																			
33982	001-4350-6210.000	1,062.00	0.00	1,062.00																																																																			
50772	02/13/2020		7019 Printed	BUSINESS CARD Acct #5474 9704 3621 0249	3,998.00 0.00	3,998.00																																																																	
					Check Amount	3,998.00																																																																	
<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>34045</td> <td>001-4350-6585.000</td> <td>337.23</td> <td>0.00</td> <td>337.23</td> </tr> <tr> <td>34045</td> <td>001-4350-6392.000</td> <td>1,450.00</td> <td>0.00</td> <td>1,450.00</td> </tr> <tr> <td>34045</td> <td>001-4216-6080.000</td> <td>236.92</td> <td>0.00</td> <td>236.92</td> </tr> <tr> <td>34045</td> <td>001-4020-6910.000</td> <td>460.50</td> <td>0.00</td> <td>460.50</td> </tr> <tr> <td>34045</td> <td>001-4020-6742.000</td> <td>198.56</td> <td>0.00</td> <td>198.56</td> </tr> <tr> <td>34045</td> <td>001-4020-6515.000</td> <td>47.04</td> <td>0.00</td> <td>47.04</td> </tr> <tr> <td>34045</td> <td>001-4020-6080.000</td> <td>293.93</td> <td>0.00</td> <td>293.93</td> </tr> <tr> <td>34045</td> <td>001-4020-6060.000</td> <td>69.01</td> <td>0.00</td> <td>69.01</td> </tr> <tr> <td>34045</td> <td>001-4011-6391.000</td> <td>208.96</td> <td>0.00</td> <td>208.96</td> </tr> <tr> <td>34045</td> <td>001-4011-6080.000</td> <td>200.90</td> <td>0.00</td> <td>200.90</td> </tr> <tr> <td>34045</td> <td>001-4008-6080.000</td> <td>16.99</td> <td>0.00</td> <td>16.99</td> </tr> <tr> <td>34045</td> <td>001-4001-6391.000</td> <td>477.96</td> <td>0.00</td> <td>477.96</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34045	001-4350-6585.000	337.23	0.00	337.23	34045	001-4350-6392.000	1,450.00	0.00	1,450.00	34045	001-4216-6080.000	236.92	0.00	236.92	34045	001-4020-6910.000	460.50	0.00	460.50	34045	001-4020-6742.000	198.56	0.00	198.56	34045	001-4020-6515.000	47.04	0.00	47.04	34045	001-4020-6080.000	293.93	0.00	293.93	34045	001-4020-6060.000	69.01	0.00	69.01	34045	001-4011-6391.000	208.96	0.00	208.96	34045	001-4011-6080.000	200.90	0.00	200.90	34045	001-4008-6080.000	16.99	0.00	16.99	34045	001-4001-6391.000	477.96	0.00	477.96
Ref#	GL Number	Gross	Discount	Amount																																																																			
34045	001-4350-6585.000	337.23	0.00	337.23																																																																			
34045	001-4350-6392.000	1,450.00	0.00	1,450.00																																																																			
34045	001-4216-6080.000	236.92	0.00	236.92																																																																			
34045	001-4020-6910.000	460.50	0.00	460.50																																																																			
34045	001-4020-6742.000	198.56	0.00	198.56																																																																			
34045	001-4020-6515.000	47.04	0.00	47.04																																																																			
34045	001-4020-6080.000	293.93	0.00	293.93																																																																			
34045	001-4020-6060.000	69.01	0.00	69.01																																																																			
34045	001-4011-6391.000	208.96	0.00	208.96																																																																			
34045	001-4011-6080.000	200.90	0.00	200.90																																																																			
34045	001-4008-6080.000	16.99	0.00	16.99																																																																			
34045	001-4001-6391.000	477.96	0.00	477.96																																																																			
50773	02/13/2020		10510 Printed	CALCHAMBER OF CALIFORNIA Labor Law Poster 2020	103.56 0.00	103.56																																																																	
					Check Amount	103.56																																																																	
<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>33983</td> <td>001-4015-6080.000</td> <td>103.56</td> <td>0.00</td> <td>103.56</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33983	001-4015-6080.000	103.56	0.00	103.56																																																							
Ref#	GL Number	Gross	Discount	Amount																																																																			
33983	001-4015-6080.000	103.56	0.00	103.56																																																																			
					Check Amount	103.56																																																																	

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
50774	02/13/2020		10520 Printed	CASTRO DISCOUNT TIRES INC Rear Left passenger tire patch	15.00 0.00	15.00															
					Check Amount	15.00															
<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>33984</td> <td>001-4530-6394.000</td> <td>15.00</td> <td>0.00</td> <td>15.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33984	001-4530-6394.000	15.00	0.00	15.00					
Ref#	GL Number	Gross	Discount	Amount																	
33984	001-4530-6394.000	15.00	0.00	15.00																	
50775	02/13/2020		8179 Printed	CODE PUBLISHING INC. Standard Web Hosting	480.00 0.00	480.00															
					Check Amount	480.00															
<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>33985</td> <td>001-4008-6720.000</td> <td>480.00</td> <td>0.00</td> <td>480.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33985	001-4008-6720.000	480.00	0.00	480.00					
Ref#	GL Number	Gross	Discount	Amount																	
33985	001-4008-6720.000	480.00	0.00	480.00																	
50776	02/13/2020		6045 Printed	CONTRERAS GARDEN SUPPLY Ext Chain Saw, Mix Oil, Manure	571.00 0.00	571.00															
					Check Amount	571.00															
<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>34031</td> <td>001-4410-6770.000</td> <td>571.00</td> <td>0.00</td> <td>571.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34031	001-4410-6770.000	571.00	0.00	571.00					
Ref#	GL Number	Gross	Discount	Amount																	
34031	001-4410-6770.000	571.00	0.00	571.00																	
50777	02/13/2020		0186 Printed	COUNTY OF LOS ANGELES Animal Care & Control	9,789.80 0.00	9,789.80															
					Check Amount	9,789.80															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>33986</td> <td>001-4510-6703.000</td> <td>9,789.80</td> <td>0.00</td> <td>9,789.80</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33986	001-4510-6703.000	9,789.80	0.00	9,789.80					
Ref#	GL Number	Gross	Discount	Amount																	
33986	001-4510-6703.000	9,789.80	0.00	9,789.80																	
50778	02/13/2020		10562 Printed	DATA TICKET INC. Alpha 3R Ticket Stock	1,554.90 0.00	1,554.90															
					Check Amount	1,554.90															
<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>33987</td> <td>001-0000-4225.000</td> <td>1,554.90</td> <td>0.00</td> <td>1,554.90</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33987	001-0000-4225.000	1,554.90	0.00	1,554.90					
Ref#	GL Number	Gross	Discount	Amount																	
33987	001-0000-4225.000	1,554.90	0.00	1,554.90																	
50779	02/13/2020		10564 Printed	ELIZABETH ALCANTAR Reissuing Check Reimb.	192.50 0.00	192.50															
					Check Amount	192.50															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34007</td> <td>001-0000-4919.000</td> <td>192.50</td> <td>0.00</td> <td>192.50</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34007	001-0000-4919.000	192.50	0.00	192.50					
Ref#	GL Number	Gross	Discount	Amount																	
34007	001-0000-4919.000	192.50	0.00	192.50																	
50780	02/13/2020		10179 Printed	EMPIRE CLEANING SUPPLY Janitorial Supplies	1,666.24 0.00	1,666.24															
					Check Amount	1,666.24															
<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>34030</td> <td>001-4020-6080.000</td> <td>1,666.24</td> <td>0.00</td> <td>1,666.24</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34030	001-4020-6080.000	1,666.24	0.00	1,666.24					
Ref#	GL Number	Gross	Discount	Amount																	
34030	001-4020-6080.000	1,666.24	0.00	1,666.24																	
50781	02/13/2020		10485 Printed	ENTERPRISE FM TRUST Toy High & Ford Fusi	3,913.30 0.00	3,913.30															
					Check Amount	3,913.30															
<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>34029</td> <td>201-4425-6393.000</td> <td>2,656.93</td> <td>0.00</td> <td>2,656.93</td> </tr> <tr> <td>34029</td> <td>257-4780-6393.000</td> <td>1,256.37</td> <td>0.00</td> <td>1,256.37</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34029	201-4425-6393.000	2,656.93	0.00	2,656.93	34029	257-4780-6393.000	1,256.37	0.00	1,256.37
Ref#	GL Number	Gross	Discount	Amount																	
34029	201-4425-6393.000	2,656.93	0.00	2,656.93																	
34029	257-4780-6393.000	1,256.37	0.00	1,256.37																	
50782	02/13/2020		0569 Printed	FEDERAL EXPRESS SERVICES Federal Express Mail	52.41 0.00	52.41															
					Check Amount	52.41															

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Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																
50783	02/13/2020		9983 Printed	FIESTA TAXI COOPERATIVE, INC. Dial a Ride Svcs for Seniors	9,389.96 0.00	9,389.96																
							<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>33988</td> <td>001-4020-6385.000</td> <td>31.55</td> <td>0.00</td> <td>31.55</td> </tr> <tr> <td>33989</td> <td>001-4020-6385.000</td> <td>20.86</td> <td>0.00</td> <td>20.86</td> </tr> </tbody> </table>	Ref#	GL Number	Gross	Discount	Amount	33988	001-4020-6385.000	31.55	0.00	31.55	33989	001-4020-6385.000	20.86	0.00	20.86
							Ref#	GL Number	Gross	Discount	Amount											
33988	001-4020-6385.000	31.55	0.00	31.55																		
33989	001-4020-6385.000	20.86	0.00	20.86																		
Check Amount	52.41																					
50784	02/13/2020		6087 Printed	FIRST AMERICAN DATA TREE Service Rendered	99.00 0.00	99.00																
							<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34008</td> <td>252-4750-6780.000</td> <td>9,389.96</td> <td>0.00</td> <td>9,389.96</td> </tr> </tbody> </table>	Ref#	GL Number	Gross	Discount	Amount	34008	252-4750-6780.000	9,389.96	0.00	9,389.96					
							Ref#	GL Number	Gross	Discount	Amount											
34008	252-4750-6780.000	9,389.96	0.00	9,389.96																		
Check Amount	9,389.96																					
50785	02/13/2020		10053 Printed	HAULWAY STORAGE CONTAINERS 21 Ft. Storage Container Renta	74.20 0.00	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>33990</td> <td>001-4215-6080.000</td> <td>99.00</td> <td>0.00</td> <td>99.00</td> </tr> </tbody> </table>	Ref#	GL Number	Gross	Discount	Amount	33990	001-4215-6080.000	99.00	0.00	99.00					
							Ref#	GL Number	Gross	Discount	Amount											
33990	001-4215-6080.000	99.00	0.00	99.00																		
Check Amount	99.00																					
50786	02/13/2020		10507 Printed	HERNANDEZ VERONICA Refreshments for Holiday	378.00 0.00	378.00																
							<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>33991</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	33991	001-4020-6970.000	74.20	0.00	74.20					
							Ref#	GL Number	Gross	Discount	Amount											
33991	001-4020-6970.000	74.20	0.00	74.20																		
Check Amount	74.20																					
50787	02/13/2020		2724 Printed	HOME DEPOT CREDIT SERVICES Hardware and Supplies	50.37 0.00	50.37																
							<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>34022</td> <td>001-4350-6580.000</td> <td>378.00</td> <td>0.00</td> <td>378.00</td> </tr> </tbody> </table>	Ref#	GL Number	Gross	Discount	Amount	34022	001-4350-6580.000	378.00	0.00	378.00					
							Ref#	GL Number	Gross	Discount	Amount											
34022	001-4350-6580.000	378.00	0.00	378.00																		
Check Amount	378.00																					
50788	02/13/2020		10475 Printed	HUMAN SERVICES ASSOCIATION Care Management - 2nd QTR	4,019.87 0.00	4,019.87																
							<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>34009</td> <td>201-4425-6150.000</td> <td>36.10</td> <td>0.00</td> <td>36.10</td> </tr> <tr> <td>34009</td> <td>001-4410-6140.000</td> <td>14.27</td> <td>0.00</td> <td>14.27</td> </tr> </tbody> </table>	Ref#	GL Number	Gross	Discount	Amount	34009	201-4425-6150.000	36.10	0.00	36.10	34009	001-4410-6140.000	14.27	0.00	14.27
							Ref#	GL Number	Gross	Discount	Amount											
34009	201-4425-6150.000	36.10	0.00	36.10																		
34009	001-4410-6140.000	14.27	0.00	14.27																		
Check Amount	50.37																					
50789	02/13/2020		8382 Printed	IGLESIAS RICHARD Education Incentive Reimb.	217.59 0.00	217.59																
							<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>34044</td> <td>510-4644-6720.000</td> <td>4,019.87</td> <td>0.00</td> <td>4,019.87</td> </tr> </tbody> </table>	Ref#	GL Number	Gross	Discount	Amount	34044	510-4644-6720.000	4,019.87	0.00	4,019.87					
							Ref#	GL Number	Gross	Discount	Amount											
34044	510-4644-6720.000	4,019.87	0.00	4,019.87																		
Check Amount	4,019.87																					
50790	02/13/2020		9723 Printed	IT SYSTEM HOUSE, LLC IT Outsourcing Monthly Fee	3,200.00 0.00	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>34025</td> <td>001-4015-6392.000</td> <td>217.59</td> <td>0.00</td> <td>217.59</td> </tr> </tbody> </table>	Ref#	GL Number	Gross	Discount	Amount	34025	001-4015-6392.000	217.59	0.00	217.59					
							Ref#	GL Number	Gross	Discount	Amount											
34025	001-4015-6392.000	217.59	0.00	217.59																		
Check Amount	217.59																					

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Check Number	Check Date Void/Stop Date	Reconcile Date Vendor#	Vendor Name Check Description	Gross Discount	Amount		
	33992	001-4020-6720.000	3,200.00	0.00	3,200.00		
			Check Amount	3,200.00			
50791	02/13/2020	8057 Printed	KONICA MINOLTA BUSINESS BIZHUB 552 Copier Lease	297.49 0.00	297.49		
			Ref#	GL Number	Gross	Discount	Amount
			33993	001-4020-6014.000	297.49	0.00	297.49
			Check Amount	297.49			
50792	02/13/2020	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT Law Enforcement	340,680.30 0.00	340,680.30		
			Ref#	GL Number	Gross	Discount	Amount
			33994	001-4501-6763.000	340,680.30	0.00	340,680.30
			Check Amount	340,680.30			
50793	02/13/2020	10457 Printed	LAW OFFICES OF GLENN WARD Litigation Matter	45,652.45 0.00	45,652.45		
			Ref#	GL Number	Gross	Discount	Amount
			34037	001-4005-6720.000	45,652.45	0.00	45,652.45
			Check Amount	45,652.45			
50794	02/13/2020	10563 Printed	MARIA RODRIGUEZ Hall Rental Reimbursement	200.00 0.00	200.00		
			Ref#	GL Number	Gross	Discount	Amount
			33995	001-0000-4903.000	200.00	0.00	200.00
			Check Amount	200.00			
50795	02/13/2020	10087 Printed	MAUREEN KANE & ASSOCIATES INC Certification Training Program	1,550.00 0.00	1,550.00		
			Ref#	GL Number	Gross	Discount	Amount
			34042	001-4008-6391.000	1,550.00	0.00	1,550.00
			Check Amount	1,550.00			
50796	02/13/2020	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP - Jan 2020	2,512.00 0.00	2,512.00		
			Ref#	GL Number	Gross	Discount	Amount
			34024	251-4760-6550.000	2,512.00	0.00	2,512.00
			Check Amount	2,512.00			
50797	02/13/2020	10542 Printed	MV CHENG & ASSOCIATES INC. Senior Accountant;Payroll Tech	15,738.75 0.00	15,738.75		
			Ref#	GL Number	Gross	Discount	Amount
			34036	001-4155-6720.000	15,738.75	0.00	15,738.75
			Check Amount	15,738.75			
50798	02/13/2020	8219 Printed	NORTHGATE SUPER MARKET Cudahy Food Distribution	1,367.15 0.00	1,367.15		
			Ref#	GL Number	Gross	Discount	Amount
			33996	510-4642-6145.000	1,367.15	0.00	1,367.15
			Check Amount	1,367.15			

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Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																			
50799	02/13/2020		1978-2 Printed	OFFICE DEPOT Office Supplies	561.67 0.00	561.67																																			
					Check Amount	561.67																																			
<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>33997</td> <td>001-4020-6014.000</td> <td>77.15</td> <td>0.00</td> <td>77.15</td> </tr> <tr> <td>34010</td> <td>001-4008-6080.000</td> <td>104.48</td> <td>0.00</td> <td>104.48</td> </tr> <tr> <td>34011</td> <td>001-4020-6080.000</td> <td>10.12</td> <td>0.00</td> <td>10.12</td> </tr> <tr> <td>34012</td> <td>001-4020-6014.000</td> <td>59.38</td> <td>0.00</td> <td>59.38</td> </tr> <tr> <td>34013</td> <td>001-4151-6080.000</td> <td>249.59</td> <td>0.00</td> <td>249.59</td> </tr> <tr> <td>34014</td> <td>001-4020-6014.000</td> <td>60.95</td> <td>0.00</td> <td>60.95</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33997	001-4020-6014.000	77.15	0.00	77.15	34010	001-4008-6080.000	104.48	0.00	104.48	34011	001-4020-6080.000	10.12	0.00	10.12	34012	001-4020-6014.000	59.38	0.00	59.38	34013	001-4151-6080.000	249.59	0.00	249.59	34014	001-4020-6014.000	60.95	0.00	60.95
Ref#	GL Number	Gross	Discount	Amount																																					
33997	001-4020-6014.000	77.15	0.00	77.15																																					
34010	001-4008-6080.000	104.48	0.00	104.48																																					
34011	001-4020-6080.000	10.12	0.00	10.12																																					
34012	001-4020-6014.000	59.38	0.00	59.38																																					
34013	001-4151-6080.000	249.59	0.00	249.59																																					
34014	001-4020-6014.000	60.95	0.00	60.95																																					
50800	02/13/2020		10436 Printed	ONTARIO REFRIGERATION Maintenance Service Program	2,950.03 0.00	2,950.03																																			
					Check Amount	2,950.03																																			
<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>34032</td> <td>001-4020-6950.000</td> <td>382.00</td> <td>0.00</td> <td>382.00</td> </tr> <tr> <td>34033</td> <td>001-4020-6950.000</td> <td>664.00</td> <td>0.00</td> <td>664.00</td> </tr> <tr> <td>34034</td> <td>001-4020-6950.000</td> <td>1,099.00</td> <td>0.00</td> <td>1,099.00</td> </tr> <tr> <td>34035</td> <td>001-4020-6950.000</td> <td>805.03</td> <td>0.00</td> <td>805.03</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34032	001-4020-6950.000	382.00	0.00	382.00	34033	001-4020-6950.000	664.00	0.00	664.00	34034	001-4020-6950.000	1,099.00	0.00	1,099.00	34035	001-4020-6950.000	805.03	0.00	805.03										
Ref#	GL Number	Gross	Discount	Amount																																					
34032	001-4020-6950.000	382.00	0.00	382.00																																					
34033	001-4020-6950.000	664.00	0.00	664.00																																					
34034	001-4020-6950.000	1,099.00	0.00	1,099.00																																					
34035	001-4020-6950.000	805.03	0.00	805.03																																					
50801	02/13/2020		9717 Printed	PCAM, LLC Monthly Shuttle	30,009.06 0.00	30,009.06																																			
					Check Amount	30,009.06																																			
<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>34039</td> <td>251-4740-6780.000</td> <td>15,294.60</td> <td>0.00</td> <td>15,294.60</td> </tr> <tr> <td>34040</td> <td>251-4740-6780.000</td> <td>14,714.46</td> <td>0.00</td> <td>14,714.46</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34039	251-4740-6780.000	15,294.60	0.00	15,294.60	34040	251-4740-6780.000	14,714.46	0.00	14,714.46																				
Ref#	GL Number	Gross	Discount	Amount																																					
34039	251-4740-6780.000	15,294.60	0.00	15,294.60																																					
34040	251-4740-6780.000	14,714.46	0.00	14,714.46																																					
50802	02/13/2020		10471 Printed	RANGEL ANDRES IRS Educational Benefit	5,250.00 0.00	5,250.00																																			
					Check Amount	5,250.00																																			
<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>34041</td> <td>001-4015-6392.000</td> <td>5,250.00</td> <td>0.00</td> <td>5,250.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34041	001-4015-6392.000	5,250.00	0.00	5,250.00																									
Ref#	GL Number	Gross	Discount	Amount																																					
34041	001-4015-6392.000	5,250.00	0.00	5,250.00																																					
50803	02/13/2020		10003 Printed	RODRIGUEZ BRENDA Reimbursement - Fall 2019	3,856.00 0.00	3,856.00																																			
					Check Amount	3,856.00																																			
<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>34043</td> <td>001-4015-6392.000</td> <td>3,856.00</td> <td>0.00</td> <td>3,856.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34043	001-4015-6392.000	3,856.00	0.00	3,856.00																									
Ref#	GL Number	Gross	Discount	Amount																																					
34043	001-4015-6392.000	3,856.00	0.00	3,856.00																																					
50804	02/13/2020		10558 Printed	SECTRAN SECURITY Armored Truck Service	55.00 0.00	55.00																																			
					Check Amount	55.00																																			
<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>34038</td> <td>001-4215-6760.000</td> <td>55.00</td> <td>0.00</td> <td>55.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34038	001-4215-6760.000	55.00	0.00	55.00																									
Ref#	GL Number	Gross	Discount	Amount																																					
34038	001-4215-6760.000	55.00	0.00	55.00																																					
50805	02/13/2020		10514 Printed	SO CAL COMPTON PIPE SUPPLY CO Park/Irrigation Supplies	1,702.04 0.00	1,702.04																																			
					Check Amount	1,702.04																																			
<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>34006</td> <td>001-4410-6389.000</td> <td>1,702.04</td> <td>0.00</td> <td>1,702.04</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34006	001-4410-6389.000	1,702.04	0.00	1,702.04																									
Ref#	GL Number	Gross	Discount	Amount																																					
34006	001-4410-6389.000	1,702.04	0.00	1,702.04																																					
					Check Amount	1,702.04																																			

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Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
50806	02/13/2020		0071-1 Printed	SO CAL GAS Natural Gas 4835 Clara St	142.60 0.00	142.60																									
					Check Amount	142.60																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34015</td> <td>001-4020-6380.000</td> <td>142.60</td> <td>0.00</td> <td>142.60</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34015	001-4020-6380.000	142.60	0.00	142.60															
Ref#	GL Number	Gross	Discount	Amount																											
34015	001-4020-6380.000	142.60	0.00	142.60																											
50807	02/13/2020		2378-2 Printed	SOUTH CITY GAS Fuel for City Vehicles	619.19 0.00	619.19																									
<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>33998</td> <td>201-4425-6040.000</td> <td>188.71</td> <td>0.00</td> <td>188.71</td> </tr> <tr> <td>33999</td> <td>201-4425-6040.000</td> <td>315.35</td> <td>0.00</td> <td>315.35</td> </tr> <tr> <td>33999</td> <td>001-4530-6040.000</td> <td>40.93</td> <td>0.00</td> <td>40.93</td> </tr> <tr> <td>33999</td> <td>001-4410-6040.000</td> <td>74.20</td> <td>0.00</td> <td>74.20</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	33998	201-4425-6040.000	188.71	0.00	188.71	33999	201-4425-6040.000	315.35	0.00	315.35	33999	001-4530-6040.000	40.93	0.00	40.93	33999	001-4410-6040.000	74.20	0.00	74.20
Ref#	GL Number	Gross	Discount	Amount																											
33998	201-4425-6040.000	188.71	0.00	188.71																											
33999	201-4425-6040.000	315.35	0.00	315.35																											
33999	001-4530-6040.000	40.93	0.00	40.93																											
33999	001-4410-6040.000	74.20	0.00	74.20																											
					Check Amount	619.19																									
50808	02/13/2020		0070 Printed	SOUTHERN CALIFORNIA EDISON Electricity Bill	523.63 0.00	523.63																									
<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>34000</td> <td>001-4020-6318.000</td> <td>523.63</td> <td>0.00</td> <td>523.63</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34000	001-4020-6318.000	523.63	0.00	523.63															
Ref#	GL Number	Gross	Discount	Amount																											
34000	001-4020-6318.000	523.63	0.00	523.63																											
					Check Amount	523.63																									
50809	02/13/2020		10467 Printed	STEAMX, LLC SIGNAL HILL Control Rod replacement	565.62 0.00	565.62																									
<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>34028</td> <td>201-4425-6150.000</td> <td>565.62</td> <td>0.00</td> <td>565.62</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34028	201-4425-6150.000	565.62	0.00	565.62															
Ref#	GL Number	Gross	Discount	Amount																											
34028	201-4425-6150.000	565.62	0.00	565.62																											
					Check Amount	565.62																									
50810	02/13/2020		8363 Printed	TIME WARNER CABLE Internet Service - 4835 Clara	194.97 0.00	194.97																									
<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>34001</td> <td>001-4020-6396.000</td> <td>104.98</td> <td>0.00</td> <td>104.98</td> </tr> <tr> <td>34002</td> <td>001-4020-6396.000</td> <td>89.99</td> <td>0.00</td> <td>89.99</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34001	001-4020-6396.000	104.98	0.00	104.98	34002	001-4020-6396.000	89.99	0.00	89.99										
Ref#	GL Number	Gross	Discount	Amount																											
34001	001-4020-6396.000	104.98	0.00	104.98																											
34002	001-4020-6396.000	89.99	0.00	89.99																											
					Check Amount	194.97																									
50811	02/13/2020		9991 Printed	TRANSTECH ENGINEERING, INC. Building Plan Check Svcs	1,995.00 0.00	1,995.00																									
<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>34003</td> <td>001-4212-6720.000</td> <td>1,995.00</td> <td>0.00</td> <td>1,995.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34003	001-4212-6720.000	1,995.00	0.00	1,995.00															
Ref#	GL Number	Gross	Discount	Amount																											
34003	001-4212-6720.000	1,995.00	0.00	1,995.00																											
					Check Amount	1,995.00																									
50812	02/13/2020		2208 Printed	WEST COAST ARBORISTS, INC. Tree Maintenance	8,370.00 0.00	8,370.00																									
<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>34004</td> <td>001-4410-6785.000</td> <td>7,770.00</td> <td>0.00</td> <td>7,770.00</td> </tr> <tr> <td>34005</td> <td>201-4425-6785.000</td> <td>600.00</td> <td>0.00</td> <td>600.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34004	001-4410-6785.000	7,770.00	0.00	7,770.00	34005	201-4425-6785.000	600.00	0.00	600.00										
Ref#	GL Number	Gross	Discount	Amount																											
34004	001-4410-6785.000	7,770.00	0.00	7,770.00																											
34005	201-4425-6785.000	600.00	0.00	600.00																											
					Check Amount	8,370.00																									
50813	02/13/2020		9951 Printed	WILLDAN Professional Engineering Svcs	25,122.00 0.00	25,122.00																									
<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>34016</td> <td>001-4215-6762.000</td> <td>20,597.00</td> <td>0.00</td> <td>20,597.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34016	001-4215-6762.000	20,597.00	0.00	20,597.00															
Ref#	GL Number	Gross	Discount	Amount																											
34016	001-4215-6762.000	20,597.00	0.00	20,597.00																											

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Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
	34017	001-4215-6762.000	1,305.00	0.00	1,305.00
	34023	001-4216-6745.000	3,220.00	0.00	3,220.00
			Check Amount		25,122.00
50814	02/18/2020	10566 Printed	BERNARDO JR. MEDRANO Vehicle take as evidence	200.00 0.00	200.00
	Ref#	GL Number	Gross	Discount	Amount
	34049	001-0000-4250.000	200.00	0.00	200.00
			Check Amount		200.00
50815	02/18/2020	10485 Printed	ENTERPRISE FM TRUST Toy High & Ford Fusi Lease	3,856.35 0.00	3,856.35
	Ref#	GL Number	Gross	Discount	Amount
	34048	201-4425-6393.000	2,599.98	0.00	2,599.98
	34048	257-4780-6393.000	1,256.37	0.00	1,256.37
			Check Amount		3,856.35
50816	02/18/2020	10565 Printed	HARPCO CONSRUCTION Emergency Construcion Svcs	27,572.00 0.00	27,572.00
	Ref#	GL Number	Gross	Discount	Amount
	34046	001-4020-6720.000	27,572.00	0.00	27,572.00
			Check Amount		27,572.00
50817	02/18/2020	10088 Printed	STATE CONTROLLER'S OFFICE State Revenue Confirmation for	150.00 0.00	150.00
	Ref#	GL Number	Gross	Discount	Amount
	34047	001-4151-6710.000	150.00	0.00	150.00
			Check Amount		150.00
50818	02/20/2020	1778 Printed	ALL CITY MANAGEMENT School Crossing Guard Svcs	2,648.75 0.00	2,648.75
	Ref#	GL Number	Gross	Discount	Amount
	34050	201-4520-6730.000	2,648.75	0.00	2,648.75
			Check Amount		2,648.75
50819	02/20/2020	9966 Printed	AT & T LONG DISTANCE SERVICE Long Distance - Jan 2020	276.96 0.00	276.96
	Ref#	GL Number	Gross	Discount	Amount
	34054	001-4020-6390.000	41.04	0.00	41.04
	34055	001-4020-6390.000	41.04	0.00	41.04
	34056	001-4020-6390.000	194.88	0.00	194.88
			Check Amount		276.96
50820	02/20/2020	8021 Printed	AT & T MOBILITY Mobility Bill	616.00 0.00	616.00
	Ref#	GL Number	Gross	Discount	Amount
	34074	201-4425-6390.000	125.31	0.00	125.31
	34074	001-4020-6390.000	490.69	0.00	490.69
			Check Amount		616.00
50821	02/20/2020	0057-2 Printed	AT & T PHONE SERVICE Charges for Landline	2,592.19 0.00	2,592.19

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Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																																						
50829	02/20/2020		0126-1 Printed	GOLDEN STATE WATER COMPANY Water Service at 5229 Cecilia	654.70 0.00	654.70																																																																						
					Check Amount	654.70																																																																						
<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>34063</td> <td>001-4020-6395.000</td> <td>654.70</td> <td>0.00</td> <td>654.70</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34063	001-4020-6395.000	654.70	0.00	654.70																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																								
34063	001-4020-6395.000	654.70	0.00	654.70																																																																								
50830	02/20/2020		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>34064</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	34064	001-4020-6970.000	74.20	0.00	74.20																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																								
34064	001-4020-6970.000	74.20	0.00	74.20																																																																								
50831	02/20/2020		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>34065</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	34065	001-4020-6014.000	297.49	0.00	297.49																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																								
34065	001-4020-6014.000	297.49	0.00	297.49																																																																								
50832	02/20/2020		10567 Printed	MCA DIRECT 3 Minute Books	513.20 0.00	513.20																																																																						
					Check Amount	513.20																																																																						
<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>34085</td> <td>001-4008-6080.000</td> <td>513.20</td> <td>0.00</td> <td>513.20</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34085	001-4008-6080.000	513.20	0.00	513.20																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																								
34085	001-4008-6080.000	513.20	0.00	513.20																																																																								
50833	02/20/2020		7014 Printed	NATIONWIDE ENVIRONMENTAL Street and Park Sweeping	8,208.00 0.00	8,208.00																																																																						
					Check Amount	8,208.00																																																																						
<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>34066</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	34066	201-4425-6778.000	8,208.00	0.00	8,208.00																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																								
34066	201-4425-6778.000	8,208.00	0.00	8,208.00																																																																								
50834	02/20/2020		1978-2 Printed	OFFICE DEPOT Office Supplies	790.03 0.00	790.03																																																																						
					Check Amount	790.03																																																																						
<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>34078</td><td>001-4350-6210.000</td><td>22.91</td><td>0.00</td><td>22.91</td></tr> <tr><td>34078</td><td>001-4020-6080.000</td><td>10.79</td><td>0.00</td><td>10.79</td></tr> <tr><td>34078</td><td>001-4008-6080.000</td><td>40.56</td><td>0.00</td><td>40.56</td></tr> <tr><td>34078</td><td>001-4212-6080.000</td><td>70.75</td><td>0.00</td><td>70.75</td></tr> <tr><td>34079</td><td>001-4350-6210.000</td><td>17.24</td><td>0.00</td><td>17.24</td></tr> <tr><td>34079</td><td>001-4020-6014.000</td><td>38.58</td><td>0.00</td><td>38.58</td></tr> <tr><td>34079</td><td>001-4230-6080.000</td><td>18.50</td><td>0.00</td><td>18.50</td></tr> <tr><td>34080</td><td>001-4020-6080.000</td><td>52.97</td><td>0.00</td><td>52.97</td></tr> <tr><td>34081</td><td>001-4020-6080.000</td><td>19.66</td><td>0.00</td><td>19.66</td></tr> <tr><td>34081</td><td>001-4151-6080.000</td><td>19.84</td><td>0.00</td><td>19.84</td></tr> <tr><td>34081</td><td>001-4020-6014.000</td><td>44.09</td><td>0.00</td><td>44.09</td></tr> <tr><td>34082</td><td>001-4020-6080.000</td><td>18.34</td><td>0.00</td><td>18.34</td></tr> <tr><td>34083</td><td>001-4350-6585.000</td><td>415.80</td><td>0.00</td><td>415.80</td></tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34078	001-4350-6210.000	22.91	0.00	22.91	34078	001-4020-6080.000	10.79	0.00	10.79	34078	001-4008-6080.000	40.56	0.00	40.56	34078	001-4212-6080.000	70.75	0.00	70.75	34079	001-4350-6210.000	17.24	0.00	17.24	34079	001-4020-6014.000	38.58	0.00	38.58	34079	001-4230-6080.000	18.50	0.00	18.50	34080	001-4020-6080.000	52.97	0.00	52.97	34081	001-4020-6080.000	19.66	0.00	19.66	34081	001-4151-6080.000	19.84	0.00	19.84	34081	001-4020-6014.000	44.09	0.00	44.09	34082	001-4020-6080.000	18.34	0.00	18.34	34083	001-4350-6585.000	415.80	0.00	415.80
Ref#	GL Number	Gross	Discount	Amount																																																																								
34078	001-4350-6210.000	22.91	0.00	22.91																																																																								
34078	001-4020-6080.000	10.79	0.00	10.79																																																																								
34078	001-4008-6080.000	40.56	0.00	40.56																																																																								
34078	001-4212-6080.000	70.75	0.00	70.75																																																																								
34079	001-4350-6210.000	17.24	0.00	17.24																																																																								
34079	001-4020-6014.000	38.58	0.00	38.58																																																																								
34079	001-4230-6080.000	18.50	0.00	18.50																																																																								
34080	001-4020-6080.000	52.97	0.00	52.97																																																																								
34081	001-4020-6080.000	19.66	0.00	19.66																																																																								
34081	001-4151-6080.000	19.84	0.00	19.84																																																																								
34081	001-4020-6014.000	44.09	0.00	44.09																																																																								
34082	001-4020-6080.000	18.34	0.00	18.34																																																																								
34083	001-4350-6585.000	415.80	0.00	415.80																																																																								
					Check Amount	790.03																																																																						
50835	02/20/2020		9717 Printed	PCAM, LLC Monthly Shuttle	14,714.46 0.00	14,714.46																																																																						
					Check Amount	14,714.46																																																																						
<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>34067</td> <td>251-4740-6780.000</td> <td>14,714.46</td> <td>0.00</td> <td>14,714.46</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34067	251-4740-6780.000	14,714.46	0.00	14,714.46																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																								
34067	251-4740-6780.000	14,714.46	0.00	14,714.46																																																																								

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Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																		
					Check Amount	14,714.46																																																		
50836	02/20/2020		10568 Printed	RS CONSTRUCTION & DEVELOPMENT Clara & Cudahy Park Restrooms	38,494.00 0.00	38,494.00																																																		
					Check Amount	38,494.00																																																		
<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>34087</td> <td>510-7116-6720.000</td> <td>38,494.00</td> <td>0.00</td> <td>38,494.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34087	510-7116-6720.000	38,494.00	0.00	38,494.00																																								
Ref#	GL Number	Gross	Discount	Amount																																																				
34087	510-7116-6720.000	38,494.00	0.00	38,494.00																																																				
50837	02/20/2020		2802 Printed	SAM'S CLUB Purchased 4 tires for Unit 36	541.03 0.00	541.03																																																		
					Check Amount	541.03																																																		
<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>34084</td> <td>001-4530-6394.000</td> <td>541.03</td> <td>0.00</td> <td>541.03</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34084	001-4530-6394.000	541.03	0.00	541.03																																								
Ref#	GL Number	Gross	Discount	Amount																																																				
34084	001-4530-6394.000	541.03	0.00	541.03																																																				
50838	02/20/2020		0071-1 Printed	SO CAL GAS Nat. Gas - 5220 Santa Ana St	149.53 0.00	149.53																																																		
					Check Amount	541.03																																																		
<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>34068</td> <td>001-4020-6380.000</td> <td>41.25</td> <td>0.00</td> <td>41.25</td> </tr> <tr> <td>34069</td> <td>001-4020-6380.000</td> <td>62.37</td> <td>0.00</td> <td>62.37</td> </tr> <tr> <td>34070</td> <td>001-4020-6380.000</td> <td>45.91</td> <td>0.00</td> <td>45.91</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34068	001-4020-6380.000	41.25	0.00	41.25	34069	001-4020-6380.000	62.37	0.00	62.37	34070	001-4020-6380.000	45.91	0.00	45.91																														
Ref#	GL Number	Gross	Discount	Amount																																																				
34068	001-4020-6380.000	41.25	0.00	41.25																																																				
34069	001-4020-6380.000	62.37	0.00	62.37																																																				
34070	001-4020-6380.000	45.91	0.00	45.91																																																				
50839	02/20/2020		2378-2 Printed	SOUTH CITY GAS Fuel for City Vehicles	668.05 0.00	668.05																																																		
					Check Amount	149.53																																																		
<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>34076</td> <td>201-4425-6040.000</td> <td>319.60</td> <td>0.00</td> <td>319.60</td> </tr> <tr> <td>34076</td> <td>001-4410-6040.000</td> <td>100.75</td> <td>0.00</td> <td>100.75</td> </tr> <tr> <td>34077</td> <td>201-4425-6040.000</td> <td>225.62</td> <td>0.00</td> <td>225.62</td> </tr> <tr> <td>34077</td> <td>001-4530-6040.000</td> <td>22.08</td> <td>0.00</td> <td>22.08</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34076	201-4425-6040.000	319.60	0.00	319.60	34076	001-4410-6040.000	100.75	0.00	100.75	34077	201-4425-6040.000	225.62	0.00	225.62	34077	001-4530-6040.000	22.08	0.00	22.08																									
Ref#	GL Number	Gross	Discount	Amount																																																				
34076	201-4425-6040.000	319.60	0.00	319.60																																																				
34076	001-4410-6040.000	100.75	0.00	100.75																																																				
34077	201-4425-6040.000	225.62	0.00	225.62																																																				
34077	001-4530-6040.000	22.08	0.00	22.08																																																				
50840	02/20/2020		0070 Printed	SOUTHERN CALIFORNIA EDISON Elec, St Poles, Lights	15,856.35 0.00	15,856.35																																																		
					Check Amount	668.05																																																		
<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>34071</td> <td>201-4420-6318.000</td> <td>2,935.65</td> <td>0.00</td> <td>2,935.65</td> </tr> <tr> <td>34071</td> <td>350-4430-6318.000</td> <td>7,059.06</td> <td>0.00</td> <td>7,059.06</td> </tr> <tr> <td>34071</td> <td>201-4420-6318.000</td> <td>132.24</td> <td>0.00</td> <td>132.24</td> </tr> <tr> <td>34071</td> <td>001-4020-6318.000</td> <td>2,427.48</td> <td>0.00</td> <td>2,427.48</td> </tr> <tr> <td>34072</td> <td>350-4430-6318.000</td> <td>7.02</td> <td>0.00</td> <td>7.02</td> </tr> <tr> <td>34072</td> <td>201-4420-6318.000</td> <td>29.54</td> <td>0.00</td> <td>29.54</td> </tr> <tr> <td>34073</td> <td>350-4430-6318.000</td> <td>8.30</td> <td>0.00</td> <td>8.30</td> </tr> <tr> <td>34073</td> <td>201-4420-6318.000</td> <td>387.09</td> <td>0.00</td> <td>387.09</td> </tr> <tr> <td>34073</td> <td>001-4020-6318.000</td> <td>2,869.97</td> <td>0.00</td> <td>2,869.97</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34071	201-4420-6318.000	2,935.65	0.00	2,935.65	34071	350-4430-6318.000	7,059.06	0.00	7,059.06	34071	201-4420-6318.000	132.24	0.00	132.24	34071	001-4020-6318.000	2,427.48	0.00	2,427.48	34072	350-4430-6318.000	7.02	0.00	7.02	34072	201-4420-6318.000	29.54	0.00	29.54	34073	350-4430-6318.000	8.30	0.00	8.30	34073	201-4420-6318.000	387.09	0.00	387.09	34073	001-4020-6318.000	2,869.97	0.00	2,869.97
Ref#	GL Number	Gross	Discount	Amount																																																				
34071	201-4420-6318.000	2,935.65	0.00	2,935.65																																																				
34071	350-4430-6318.000	7,059.06	0.00	7,059.06																																																				
34071	201-4420-6318.000	132.24	0.00	132.24																																																				
34071	001-4020-6318.000	2,427.48	0.00	2,427.48																																																				
34072	350-4430-6318.000	7.02	0.00	7.02																																																				
34072	201-4420-6318.000	29.54	0.00	29.54																																																				
34073	350-4430-6318.000	8.30	0.00	8.30																																																				
34073	201-4420-6318.000	387.09	0.00	387.09																																																				
34073	001-4020-6318.000	2,869.97	0.00	2,869.97																																																				
50841	02/25/2020		10569 Printed	ACCESSORY ONE 14 Screen Protectors and Cases	294.00 0.00	294.00																																																		
					Check Amount	15,856.35																																																		
<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>34088</td> <td>001-4020-6390.000</td> <td>294.00</td> <td>0.00</td> <td>294.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34088	001-4020-6390.000	294.00	0.00	294.00																																								
Ref#	GL Number	Gross	Discount	Amount																																																				
34088	001-4020-6390.000	294.00	0.00	294.00																																																				
50842	02/25/2020		10568 Printed	RS CONSTRUCTION & DEVELOPMENT Clara & Cudahy Park Restrooms	56,218.60 0.00	56,218.60																																																		
					Check Amount	294.00																																																		

Check Register Report

Date: 06/08/2020

Time: 3:04 pm

Page: 12

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
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Ref#	GL Number	Gross	Discount	Amount
34089	510-7116-6720.000	42,381.40	0.00	42,381.40
34090	510-7116-6720.000	13,837.20	0.00	13,837.20

Check Amount 56,218.60

Total Checks:	83	Bank Total(excluding void checks):	780,856.36
Total Checks:	83	Grand Total(excluding void checks):	780,856.36

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

	February 4, 2020	February 13, 2020	February 27, 2020
Issued Warrants Number	None	25786-25855	# 25856-25902
Voided Warrants	None	None	None
Issued Warrants Amount	\$ -	\$ 9,827.24	\$ 2,360.62
Direct Deposits (a)	-	66,146.52	70,016.84
CalPERS Direct Deposit (b)	-	\$ 29,911.24	
CalPERS Direct Deposit (c)	7,707.36	\$ 283.36	
Payroll taxes (d)	11,529.92	18,222.88	33,724.14
Total Amount	\$ 19,237.28	\$ 124,391.24	\$ 106,101.60
Note (a) - Employees / Council Members / Commissioners			
Note (b) - Payments for CalPERS medical insurance			
Note (c) - Payments for CalPERS retirement contributions			
Note (d) - Federal and State payroll taxes			

CITY OF CUDAHY
Cash and Investment Report by Fund February 2020

	July 1, 2019	Inflow YTD	Outflow YTD	February 29, 2020	Receipts February 2020	Disbursements February 2020
001 General Fund	2,895,777.84	4,548,003.59	5,888,316.65	1,555,464.78	615,691.04	509,201.41
040 Drug Assets Seizure Fund - State	-	-	-	-	-	-
201 State Gas Tax	631,966.22	725,894.72	507,891.47	849,969.47	37,955.57	59,434.08
205 ARRA-JAG	-	-	-	-	-	-
210 ISTEА	-	-	-	-	-	-
221 County ATC Gas Tax Fund	-	-	-	-	-	-
230 Traffic Congestion Fund	-	-	-	-	-	-
235 Other Grants	(162,526.63)	607,034.08	587,033.71	(142,526.26)	224,916.05	-
240 Prop 1 B - Local Street Improv.	84,079.95	1,151.10	1.08	85,229.97	-	-
242 Prop 42	-	-	-	-	-	-
251 Prop C	443,401.66	333,885.40	261,411.64	515,875.42	48,610.69	53,043.60
252 Prop A	702,029.88	401,198.48	556,916.67	546,311.69	56,435.68	13,314.78
253 Measure R	1,359,519.99	260,472.91	83,118.15	1,536,874.75	35,066.68	5,759.21
254 Measure M	609,897.73	250,669.21	8.59	860,558.35	39,690.66	-
255 TDA	-	-	-	-	-	-
257 AQMD	75,845.82	17,099.40	10,377.02	82,568.20	-	2,857.82
260 Used Oil	1.43	0.03	-	1.46	-	-
261 California Beverage Container	6,473.27	88.63	0.08	6,561.82	-	-
265 Recycling Grant	14,755.67	202.01	0.19	14,957.49	-	-
270 C.O.P.S	80,409.13	157,240.80	66,867.14	170,782.79	3,833.46	-
275 CLEEP	-	-	-	-	-	-
282 State Park Clara Grant Phase 3	-	-	-	-	-	-
280 County Park Bond	27,073.98	415.61	0.47	27,489.12	-	-
300 CAL Home	99,857.20	6,694.65	1.30	106,550.55	-	-
350 Street Lighting Fund	(38,072.01)	53,470.48	55,051.97	(39,653.50)	10,610.20	7,074.38
390 Quimby Act Fund	64,976.64	889.57	0.84	65,865.37	-	-
510 CDBG	(82,014.14)	191,102.98	221,843.92	(112,755.08)	39,476.54	104,536.68
520 JAG 09/ARRA JAG	-	-	-	-	-	-
540 FEMA	-	-	-	-	-	-
515 Federal STPL	803,956.50	10,983.78	2,848.31	812,091.97	-	-
610 Successor Agencies	5,584,480.82	1,161,565.00	2,220,680.43	4,525,365.39	13,250.00	246,562.95
710 Youth Foundation	12,813.18	13,912.73	5,507.17	21,218.74	-	-
720 Senior's Account	-	-	-	-	-	-
730 Refuse Assessment	-	243,899.27	223,214.78	20,684.49	19,615.69	42,937.75
	<u>13,214,704.13</u>	<u>8,985,874.43</u>	<u>10,691,091.58</u>	<u>11,509,486.98</u>	<u>1,145,152.26</u>	<u>1,044,722.66</u>
LAIF- CITY	5,984,107.03	1,593,477.48	1,000,000.00	6,577,584.51	1,500,000.00	-
Wells Fargo	7,230,597.10	11,135,351.77	13,434,046.40	4,931,902.47	1,145,152.26	2,544,722.66
TOTAL	<u>13,214,704.13</u>	<u>12,728,829.25</u>	<u>14,434,046.40</u>	<u>11,509,486.98</u>	<u>2,645,152.26</u>	<u>2,544,722.66</u>

Total cash disbursements per February and Payroll Reports

AP disbursements	780,856.36
Payroll - February 4, 2020	19,237.28
Payroll - February 13, 2020	124,391.24
Payroll - February 27, 2020	106,101.60
Sub-Total	<u>1,030,586.48</u>

Add: Total Bank charges in February 2020	702.74
Add: Credit card charge - Ring Central VOP, Food Distribution	13,433.44
Total Cash Disbursements per February Cash & Investment Report	<u>1,044,722.66</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		
April 2020		
May 2020		
June 2020		
Total:	\$ 10,280,593.13	11,985,810.29

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

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		
April 2020		
May 2020		
June 2020		
Total:	\$ 7,141,456.48	7,176,899.71
Average Per Month:	892,682.06	897,112.46

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

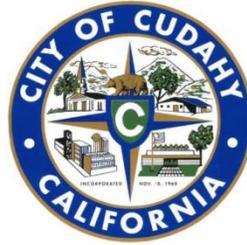
Note (4) - Bi-annual motor-vehicle-in-lieu

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

STAFF REPORT

Date: June 16, 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 March 2020**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of March 2020 in the amount of \$6,577,584.51.

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 March 1, 2020, the balance in LAIF was \$5,077,584.51 (See Attachment).
4. On March 31, 2020, the balance in LAIF was \$6,577,584.51 (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 March 2020 LAIF, the LAIF ending balance of \$6,577,584.51 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

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Item Number 10D

STAFF REPORT

Date: June 16, 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 March 2020**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$909,425.61 including Cash and Investment Report by Fund for the month of March 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 March 2020, the following demands and payroll have been audited by the Finance Department:

Demands	\$ 696,228.00 (Attachment A)
Payroll Warrants	\$ 13,555.46 (Attachment B)
	\$ 129,127.62 (Attachment B)
	\$ 70,514.53 (Attachment B)
Total:	\$909,425.61

ANALYSIS

The Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), Cash and Investment Report by Fund March 2020 (Attachment C) indicate that the cash and investment balance was sufficient for disbursements for the month of March 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 \$909,425.61 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 March 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: 06/09/2020

Time: 4:37 pm

Page: 1

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																				
50843	03/05/2020		1778 Printed	ALL CITY MANAGEMENT School Crossing Guard Svcs	2,288.52 0.00	2,288.52																				
					Check Amount	2,288.52																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34126</td> <td>201-4520-6730.000</td> <td>2,288.52</td> <td>0.00</td> <td>2,288.52</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34126	201-4520-6730.000	2,288.52	0.00	2,288.52										
Ref#	GL Number	Gross	Discount	Amount																						
34126	201-4520-6730.000	2,288.52	0.00	2,288.52																						
50844	03/05/2020		9966 Printed	AT & T LONG DISTANCE SERVICE Long Distrance	48.95 0.00	48.95																				
					Check Amount	48.95																				
<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>34127</td> <td>001-4020-6390.000</td> <td>48.95</td> <td>0.00</td> <td>48.95</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34127	001-4020-6390.000	48.95	0.00	48.95										
Ref#	GL Number	Gross	Discount	Amount																						
34127	001-4020-6390.000	48.95	0.00	48.95																						
50845	03/05/2020		4546 Printed	CENTRAL BASIN MUNICIPAL WATER Recycle Water Service	265.80 0.00	265.80																				
					Check Amount	265.80																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34092</td> <td>001-4020-6395.000</td> <td>265.80</td> <td>0.00</td> <td>265.80</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34092	001-4020-6395.000	265.80	0.00	265.80										
Ref#	GL Number	Gross	Discount	Amount																						
34092	001-4020-6395.000	265.80	0.00	265.80																						
50846	03/05/2020		0136 Printed	CITY OF SOUTH GATE Public Works Maint.	75.00 0.00	75.00																				
					Check Amount	75.00																				
<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>34091</td> <td>201-4420-6771.000</td> <td>75.00</td> <td>0.00</td> <td>75.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34091	201-4420-6771.000	75.00	0.00	75.00										
Ref#	GL Number	Gross	Discount	Amount																						
34091	201-4420-6771.000	75.00	0.00	75.00																						
50847	03/05/2020		2289 Printed	CONSOLIDATED DISPOSAL Refuse Assessment	1,334.97 0.00	1,334.97																				
					Check Amount	1,334.97																				
<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>34093</td> <td>730-0000-2007.000</td> <td>-4,239.21</td> <td>0.00</td> <td>-4,239.21</td> </tr> <tr> <td>34093</td> <td>730-0000-2007.000</td> <td>4,665.06</td> <td>0.00</td> <td>4,665.06</td> </tr> <tr> <td>34093</td> <td>730-0000-2007.000</td> <td>909.12</td> <td>0.00</td> <td>909.12</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34093	730-0000-2007.000	-4,239.21	0.00	-4,239.21	34093	730-0000-2007.000	4,665.06	0.00	4,665.06	34093	730-0000-2007.000	909.12	0.00	909.12
Ref#	GL Number	Gross	Discount	Amount																						
34093	730-0000-2007.000	-4,239.21	0.00	-4,239.21																						
34093	730-0000-2007.000	4,665.06	0.00	4,665.06																						
34093	730-0000-2007.000	909.12	0.00	909.12																						
50848	03/05/2020		10072 Printed	DEPARTMENT OF TOXIC SUBSTANCES Balance Forward	0.39 0.00	0.39																				
					Check Amount	0.39																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>34094</td> <td>001-4410-6110.000</td> <td>0.39</td> <td>0.00</td> <td>0.39</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34094	001-4410-6110.000	0.39	0.00	0.39										
Ref#	GL Number	Gross	Discount	Amount																						
34094	001-4410-6110.000	0.39	0.00	0.39																						
50849	03/05/2020		9983 Printed	FIESTA TAXI COOPERATIVE, INC. Dial a Ride Services	9,263.09 0.00	9,263.09																				
					Check Amount	9,263.09																				
<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>34116</td> <td>252-4750-6780.000</td> <td>9,263.09</td> <td>0.00</td> <td>9,263.09</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34116	252-4750-6780.000	9,263.09	0.00	9,263.09										
Ref#	GL Number	Gross	Discount	Amount																						
34116	252-4750-6780.000	9,263.09	0.00	9,263.09																						
50850	03/05/2020		10496 Printed	FIX AND GO AUTO REPAIR Service Truck No. 6	677.44 0.00	677.44																				
					Check Amount	677.44																				
<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>34135</td> <td>201-4425-6394.000</td> <td>291.27</td> <td>0.00</td> <td>291.27</td> </tr> <tr> <td>34150</td> <td>201-4425-6394.000</td> <td>386.17</td> <td>0.00</td> <td>386.17</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34135	201-4425-6394.000	291.27	0.00	291.27	34150	201-4425-6394.000	386.17	0.00	386.17					
Ref#	GL Number	Gross	Discount	Amount																						
34135	201-4425-6394.000	291.27	0.00	291.27																						
34150	201-4425-6394.000	386.17	0.00	386.17																						

Check Register Report

Date: 06/09/2020

Time: 4:37 pm

Page: 2

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										
50851	03/05/2020		10554 Printed	HEALTH NET INC Health Insurance Mar 2020	1,685.89 0.00	1,685.89										
					Check Amount	1,685.89										
<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>34136</td> <td>001-4155-5130.000</td> <td>1,685.89</td> <td>0.00</td> <td>1,685.89</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34136	001-4155-5130.000	1,685.89	0.00	1,685.89
Ref#	GL Number	Gross	Discount	Amount												
34136	001-4155-5130.000	1,685.89	0.00	1,685.89												
50852	03/05/2020		9723 Printed	IT SYSTEM HOUSE, LLC IT Outsourcing Monthly 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>34137</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	34137	001-4020-6720.000	3,200.00	0.00	3,200.00
Ref#	GL Number	Gross	Discount	Amount												
34137	001-4020-6720.000	3,200.00	0.00	3,200.00												
50853	03/05/2020		10394 Printed	KEENAN ASSOCIATES General Liability	19,507.82 0.00	19,507.82										
					Check Amount	19,507.82										
<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>34117</td> <td>001-4020-6420.000</td> <td>19,507.82</td> <td>0.00</td> <td>19,507.82</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34117	001-4020-6420.000	19,507.82	0.00	19,507.82
Ref#	GL Number	Gross	Discount	Amount												
34117	001-4020-6420.000	19,507.82	0.00	19,507.82												
50854	03/05/2020		0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT Law Enforcement Svs	340,680.30 0.00	340,680.30										
					Check Amount	340,680.30										
<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>34128</td> <td>001-4501-6763.000</td> <td>340,680.30</td> <td>0.00</td> <td>340,680.30</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34128	001-4501-6763.000	340,680.30	0.00	340,680.30
Ref#	GL Number	Gross	Discount	Amount												
34128	001-4501-6763.000	340,680.30	0.00	340,680.30												
50855	03/05/2020		0092-6 Printed	LEAGUE OF CALIFORNIA CITIES Membership Dues	8,896.00 0.00	8,896.00										
					Check Amount	8,896.00										
<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>34129</td> <td>001-4020-6312.000</td> <td>8,896.00</td> <td>0.00</td> <td>8,896.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34129	001-4020-6312.000	8,896.00	0.00	8,896.00
Ref#	GL Number	Gross	Discount	Amount												
34129	001-4020-6312.000	8,896.00	0.00	8,896.00												
50856	03/05/2020		10567 Printed	MCA DIRECT 3 Reams Of Paper	332.43 0.00	332.43										
					Check Amount	332.43										
<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>34138</td> <td>001-4008-6080.000</td> <td>332.43</td> <td>0.00</td> <td>332.43</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34138	001-4008-6080.000	332.43	0.00	332.43
Ref#	GL Number	Gross	Discount	Amount												
34138	001-4008-6080.000	332.43	0.00	332.43												
50857	03/05/2020		1338-1 Printed	METROPOLITAN TRANSPORTATION Metro 30 day CV, SR, ST	3,345.00 0.00	3,345.00										
					Check Amount	3,345.00										
<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>34118</td> <td>251-4760-6550.000</td> <td>3,345.00</td> <td>0.00</td> <td>3,345.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34118	251-4760-6550.000	3,345.00	0.00	3,345.00
Ref#	GL Number	Gross	Discount	Amount												
34118	251-4760-6550.000	3,345.00	0.00	3,345.00												
50858	03/05/2020		10542 Printed	MV CHENG & ASSOCIATES INC. Senior Accountant;Payroll Tech	14,015.00 0.00	14,015.00										
					Check Amount	14,015.00										
<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>34139</td> <td>001-4155-6720.000</td> <td>14,015.00</td> <td>0.00</td> <td>14,015.00</td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount	34139	001-4155-6720.000	14,015.00	0.00	14,015.00
Ref#	GL Number	Gross	Discount	Amount												
34139	001-4155-6720.000	14,015.00	0.00	14,015.00												
50859	03/05/2020		1978-2 Printed	OFFICE DEPOT Office Supplies	83.92 0.00	83.92										
					Check Amount	83.92										
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>							Ref#	GL Number	Gross	Discount	Amount					
Ref#	GL Number	Gross	Discount	Amount												

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Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
	34110	001-4350-6210.000	2.55	0.00	2.55
	34110	001-4020-6080.000	27.19	0.00	27.19
	34110	001-4015-6080.000	3.61	0.00	3.61
	34110	001-4530-6080.000	11.99	0.00	11.99
	34110	001-4020-6014.000	38.58	0.00	38.58
			Check Amount		83.92
50860	03/05/2020	10201 Printed	OLIVAREZ MADRUGA, LLP General Matters/Meetings	19,685.97 0.00	19,685.97
	Ref#	GL Number	Gross	Discount	Amount
	34119	001-4930-6755.000	3,509.67	0.00	3,509.67
	34119	001-4005-6755.000	472.00	0.00	472.00
	34119	001-4005-6755.000	1,729.50	0.00	1,729.50
	34119	001-4005-6755.000	10,127.80	0.00	10,127.80
	34120	001-4005-6755.000	3,063.00	0.00	3,063.00
	34121	001-4005-6755.000	784.00	0.00	784.00
			Check Amount		19,685.97
50861	03/05/2020	10489 Printed	PACIFIC DECORATING CO. Contract 2019/2020	4,713.77 0.00	4,713.77
	Ref#	GL Number	Gross	Discount	Amount
	34095	201-4425-6389.000	4,713.77	0.00	4,713.77
			Check Amount		4,713.77
50862	03/05/2020	9717 Printed	PCAM, LLC Monthly Shuttle	13,976.10 0.00	13,976.10
	Ref#	GL Number	Gross	Discount	Amount
	34111	251-4740-6780.000	13,976.10	0.00	13,976.10
			Check Amount		13,976.10
50863	03/05/2020	10483 Printed	PRESS-TELEGRAM Classified Advertising Notices	4,926.66 0.00	4,926.66
	Ref#	GL Number	Gross	Discount	Amount
	34141	001-4008-6310.000	763.60	0.00	763.60
	34142	001-4008-6310.000	394.30	0.00	394.30
	34143	001-4008-6310.000	615.88	0.00	615.88
	34144	001-4008-6310.000	615.88	0.00	615.88
	34145	001-4008-6310.000	911.32	0.00	911.32
	34146	001-4008-6310.000	886.70	0.00	886.70
	34147	001-4008-6310.000	738.98	0.00	738.98
			Check Amount		4,926.66
50864	03/05/2020	10498 Printed	R3 CONSULTING GROUP Cudahy - Negotiations Asst	3,285.00 0.00	3,285.00
	Ref#	GL Number	Gross	Discount	Amount
	34096	001-4151-6720.000	922.50	0.00	922.50
	34140	001-4151-6720.000	2,362.50	0.00	2,362.50
			Check Amount		3,285.00
50865	03/05/2020	0069-2 Printed	SIEMENS INDUSTRY, INC. Traffic Signal	5,616.01 0.00	5,616.01
	Ref#	GL Number	Gross	Discount	Amount
	34097	350-4430-6775.000	783.25	0.00	783.25

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Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
	34098	201-4420-6771.000	729.68	0.00	729.68
	34099	201-4420-6771.000	1,517.45	0.00	1,517.45
	34112	350-4430-6775.000	685.52	0.00	685.52
	34113	201-4420-6771.000	387.18	0.00	387.18
	34114	350-4430-6775.000	783.25	0.00	783.25
	34115	201-4420-6771.000	729.68	0.00	729.68
			Check Amount		5,616.01
50866	03/05/2020	2378-2 Printed	SOUTH CITY GAS Fuel for City Vehicles	281.90 0.00	281.90
	Ref#	GL Number	Gross	Discount	Amount
	34130	201-4425-6040.000	247.24	0.00	247.24
	34130	001-4530-6040.000	34.66	0.00	34.66
			Check Amount		281.90
50867	03/05/2020	0070 Printed	SOUTHERN CALIFORNIA EDISON Electricity Bills-Poles, Light	481.34 0.00	481.34
	Ref#	GL Number	Gross	Discount	Amount
	34148	001-4020-6318.000	73.31	0.00	73.31
	34148	201-4420-6318.000	387.43	0.00	387.43
	34149	201-4420-6318.000	20.60	0.00	20.60
			Check Amount		481.34
50868	03/05/2020	0078 Printed	TRACT 349 MUTUAL WATER CO Water Service Billing	661.83 0.00	661.83
	Ref#	GL Number	Gross	Discount	Amount
	34131	201-4425-6395.000	661.83	0.00	661.83
			Check Amount		661.83
50869	03/05/2020	9991 Printed	TRANSTECH ENGINEERING, INC. Clara & Cudahy Park Rstrooms	3,371.00 0.00	3,371.00
	Ref#	GL Number	Gross	Discount	Amount
	34100	510-7116-6720.000	3,371.00	0.00	3,371.00
			Check Amount		3,371.00
50870	03/05/2020	5169 Printed	VASQUEZ & COMPANY Professional Svcs for Transit	3,500.00 0.00	3,500.00
	Ref#	GL Number	Gross	Discount	Amount
	34122	251-4730-6710.000	2,000.00	0.00	2,000.00
	34123	252-4720-6710.000	1,500.00	0.00	1,500.00
			Check Amount		3,500.00
50871	03/05/2020	5631 Printed	WELLS LOCK & KEY Service Call	196.00 0.00	196.00
	Ref#	GL Number	Gross	Discount	Amount
	34132	001-4025-6010.000	100.00	0.00	100.00
	34133	001-4025-6010.000	6.00	0.00	6.00
	34134	001-4025-6010.000	90.00	0.00	90.00
			Check Amount		196.00
50873	03/05/2020	9951 Printed	WILLDAN NPDES Dec-Jan 2020	23,500.00 0.00	23,500.00
	Ref#	GL Number	Gross	Discount	Amount

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Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
	34101	001-4212-6720.000	8,165.00	0.00	8,165.00
	34102	001-4216-6745.000	1,680.00	0.00	1,680.00
	34103	001-4216-6745.000	1,083.75	0.00	1,083.75
	34104	001-4216-6745.000	2,500.00	0.00	2,500.00
	34105	001-4216-6745.000	2,500.00	0.00	2,500.00
	34106	001-4212-6720.000	4,425.00	0.00	4,425.00
	34107	001-4216-6745.000	1,715.00	0.00	1,715.00
	34108	001-4216-6745.000	170.00	0.00	170.00
	34109	001-4216-6745.000	42.50	0.00	42.50
	34124	001-4216-6745.000	1,155.00	0.00	1,155.00
	34125	001-4216-6745.000	63.75	0.00	63.75
			Check Amount		23,500.00
50874	03/19/2020	0001 Printed	AAA BURGLAR ALARM CO, 2nd QTR 2020 Alarm	1,396.00 0.00	1,396.00
	Ref#	GL Number	Gross	Discount	Amount
	34177	001-4020-6720.000	1,396.00	0.00	1,396.00
			Check Amount		1,396.00
50875	03/19/2020	10569 Printed	ACCESSORY ONE One Screen iPhone XR	21.00 0.00	21.00
	Ref#	GL Number	Gross	Discount	Amount
	34178	001-4020-6390.000	21.00	0.00	21.00
			Check Amount		21.00
50876	03/19/2020	7995 Printed	AMERICAN CITY PEST & TERMITE Pest Control Svcs - Feb 2020	430.50 0.00	430.50
	Ref#	GL Number	Gross	Discount	Amount
	34151	001-4020-6720.000	113.50	0.00	113.50
	34152	001-4020-6720.000	131.50	0.00	131.50
	34153	001-4020-6720.000	185.50	0.00	185.50
			Check Amount		430.50
50877	03/19/2020	10572 Printed	ARACELY GARCIA Refund - Big Bear Trip Cancel	125.00 0.00	125.00
	Ref#	GL Number	Gross	Discount	Amount
	34219	252-4770-6510.000	125.00	0.00	125.00
			Check Amount		125.00
50878	03/19/2020	9966 Printed	AT & T LONG DISTANCE SERVICE Long Distance 323 771 2072	41.04 0.00	41.04
	Ref#	GL Number	Gross	Discount	Amount
	34179	001-4020-6390.000	41.04	0.00	41.04
			Check Amount		41.04
50879	03/19/2020	8021 Printed	AT & T MOBILITY Mobility Bill	1,501.25 0.00	1,501.25
	Ref#	GL Number	Gross	Discount	Amount
	34181	201-4425-6390.000	312.78	0.00	312.78
	34181	001-4020-6390.000	1,188.47	0.00	1,188.47
			Check Amount		1,501.25

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Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
50880	03/19/2020		0057-2 Printed	AT & T PHONE SERVICE Landline 960 448 0114 555 1	4,457.19 0.00	4,457.19

Ref#	GL Number	Gross	Discount	Amount
34175	001-4020-6390.000	671.02	0.00	671.02
34176	001-4020-6390.000	776.08	0.00	776.08
34180	001-4020-6390.000	292.45	0.00	292.45
34222	001-4020-6390.000	2,717.64	0.00	2,717.64

Check Amount 4,457.19

50881	03/19/2020		10499 Printed	BOXING 4 KIDS LA Boxing Instructor	1,251.00 0.00	1,251.00
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Ref#	GL Number	Gross	Discount	Amount
34172	001-4350-6210.000	1,251.00	0.00	1,251.00

Check Amount 1,251.00

50883	03/19/2020		7019 Printed	BUSINESS CARD Card Payment	6,111.10 0.00	6,111.10
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Ref#	GL Number	Gross	Discount	Amount
34182	001-4001-6085.000	59.20	0.00	59.20
34183	001-4001-6391.000	1,183.80	0.00	1,183.80
34184	001-4008-6080.000	52.77	0.00	52.77
34185	001-4008-6386.000	275.00	0.00	275.00
34186	001-4008-6391.000	466.36	0.00	466.36
34187	001-4011-6080.000	0.25	0.00	0.25
34188	001-4015-6080.000	70.49	0.00	70.49
34189	001-4015-6322.000	77.67	0.00	77.67
34190	001-4015-6392.000	899.64	0.00	899.64
34191	001-4020-6060.000	5.09	0.00	5.09
34192	001-4020-6080.000	312.76	0.00	312.76
34193	001-4020-6515.000	59.04	0.00	59.04
34194	001-4020-6910.000	660.50	0.00	660.50
34195	001-4216-6080.000	303.42	0.00	303.42
34196	001-4350-6585.000	157.55	0.00	157.55
34197	001-4530-6394.000	45.94	0.00	45.94
34198	201-4425-6150.000	20.99	0.00	20.99
34199	510-4642-6145.000	1,460.63	0.00	1,460.63

Check Amount 6,111.10

50884	03/19/2020		0136 Printed	CITY OF SOUTH GATE Public Works Maintenance	75.00 0.00	75.00
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Ref#	GL Number	Gross	Discount	Amount
34155	201-4420-6771.000	75.00	0.00	75.00

Check Amount 75.00

50885	03/19/2020		9561 Printed	COST RECOVERY SYSTEMS State Mandate Claim Prep	1,750.00 0.00	1,750.00
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Ref#	GL Number	Gross	Discount	Amount
34154	001-4020-6720.000	1,750.00	0.00	1,750.00

Check Amount 1,750.00

50886	03/19/2020		0186 Printed	COUNTY OF LOS ANGELES Animal Care & Control	6,296.48 0.00	6,296.48
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Ref#	GL Number	Gross	Discount	Amount
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Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount		
	34200	001-4510-6703.000	6,296.48	0.00	6,296.48		
			Check Amount	6,296.48			
50887	03/19/2020	10517 Printed	DELL FINANCIAL SERVICES LLC Computer Leases	1,176.68 0.00	1,176.68		
			Ref#	GL Number	Gross	Discount	Amount
			34201	001-4020-6910.000	625.18	0.00	625.18
			34202	001-4020-6910.000	551.50	0.00	551.50
			Check Amount	1,176.68			
50888	03/19/2020	10446 Printed	EJMA PLANNING Project Mtg-Cannabis planning	34,360.00 0.00	34,360.00		
			Ref#	GL Number	Gross	Discount	Amount
			34156	001-4215-6762.000	34,360.00	0.00	34,360.00
			Check Amount	34,360.00			
50889	03/19/2020	10179 Printed	EMPIRE CLEANING SUPPLY Janitorial Supplies	1,572.41 0.00	1,572.41		
			Ref#	GL Number	Gross	Discount	Amount
			34157	001-4020-6080.000	1,572.41	0.00	1,572.41
			Check Amount	1,572.41			
50890	03/19/2020	10485 Printed	ENTERPRISE FM TRUST Toy High & Ford Fusi Lease	3,913.30 0.00	3,913.30		
			Ref#	GL Number	Gross	Discount	Amount
			34158	001-4410-6394.000	56.95	0.00	56.95
			34158	201-4425-6393.000	2,599.98	0.00	2,599.98
			34158	257-4780-6393.000	1,256.37	0.00	1,256.37
			Check Amount	3,913.30			
50891	03/19/2020	10571 Printed	FELIX PARRA Refund - Big Bear Trip Cancel	90.00 0.00	90.00		
			Ref#	GL Number	Gross	Discount	Amount
			34220	252-4770-6510.000	90.00	0.00	90.00
			Check Amount	90.00			
50892	03/19/2020	9983 Printed	FIESTA TAXI COOPERATIVE, INC. Dial A Ride Svcs	9,544.78 0.00	9,544.78		
			Ref#	GL Number	Gross	Discount	Amount
			34173	252-4750-6780.000	9,544.78	0.00	9,544.78
			Check Amount	9,544.78			
50893	03/19/2020	10560 Printed	GLOBAL URBAN STRATEGIES INC. PR, Communications, & Design	8,126.50 0.00	8,126.50		
			Ref#	GL Number	Gross	Discount	Amount
			34203	001-4001-6720.000	2,248.75	0.00	2,248.75
			34204	001-4001-6720.000	690.00	0.00	690.00
			34205	001-4001-6720.000	5,187.75	0.00	5,187.75
			Check Amount	8,126.50			
50894	03/19/2020	0126-1 Printed	GOLDEN STATE WATER COMPANY Water Svc - 5229 Cecilia St.	1,821.30 0.00	1,821.30		

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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
50895	03/19/2020		10554 Printed	HEALTH NET INC Health Insurance - April 2020	1,685.89 0.00	1,685.89
						1,821.30
						1,821.30
					Check Amount	1,821.30
		Ref#	GL Number	Gross	Discount	Amount
		34159	001-4020-6395.000	1,821.30	0.00	1,821.30
50896	03/19/2020		2724 Printed	HOME DEPOT CREDIT SERVICES Hardware & Supplies	657.24 0.00	657.24
						657.24
						657.24
					Check Amount	657.24
		Ref#	GL Number	Gross	Discount	Amount
		34160	001-4155-5130.000	1,685.89	0.00	1,685.89
50897	03/19/2020		8057 Printed	KONICA MINOLTA BUSINESS BIZHUB 552 Copier Lease	297.49 0.00	297.49
						297.49
						297.49
					Check Amount	297.49
		Ref#	GL Number	Gross	Discount	Amount
		34208	001-4020-6014.000	297.49	0.00	297.49
50898	03/19/2020		5904 Printed	LEAD TECH ENVIRONMENTAL Silvestre - 5141 Cecilia St.	210.00 0.00	210.00
						210.00
						210.00
					Check Amount	210.00
		Ref#	GL Number	Gross	Discount	Amount
		34161	510-4620-6767.000	210.00	0.00	210.00
50899	03/19/2020		5411 Printed	LIEBERT CASSIDY WHITMORE Professional Services	16,844.00 0.00	16,844.00
						16,844.00
						16,844.00
					Check Amount	16,844.00
		Ref#	GL Number	Gross	Discount	Amount
		34223	001-4015-6720.000	602.00	0.00	602.00
		34224	001-4015-6720.000	8,056.00	0.00	8,056.00
		34225	001-4015-6720.000	791.20	0.00	791.20
		34226	001-4015-6720.000	532.00	0.00	532.00
		34227	001-4015-6720.000	1,392.30	0.00	1,392.30
		34228	001-4015-6720.000	2,172.00	0.00	2,172.00
		34229	001-4015-6720.000	562.50	0.00	562.50
		34230	001-4015-6720.000	2,736.00	0.00	2,736.00
50900	03/19/2020		7014 Printed	NATIONWIDE ENVIRONMENTAL Street & Park Sweeping	7,296.00 0.00	7,296.00
						7,296.00
						7,296.00
					Check Amount	7,296.00
		Ref#	GL Number	Gross	Discount	Amount
		34221	201-4425-6778.000	7,296.00	0.00	7,296.00
50901	03/19/2020		1978-2 Printed	OFFICE DEPOT Office Supplies	256.82 0.00	256.82
						256.82
						256.82
					Check Amount	256.82

Check Register Report

Date: 06/09/2020

Time: 4:37 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
34209	001-4015-6080.000	4.84	0.00	4.84
34209	001-4020-6080.000	3.34	0.00	3.34
34209	001-4020-6014.000	124.29	0.00	124.29
34210	001-4151-6080.000	124.35	0.00	124.35

50902	03/19/2020		10498	R3 CONSULTING GROUP	6,235.00	6,235.00
			Printed	Cudahy-Negotiations Assistance	0.00	
					Check Amount	256.82

Ref#	GL Number	Gross	Discount	Amount
34211	001-4151-6720.000	6,235.00	0.00	6,235.00

50903	03/19/2020		10570	RADAR ENVIRONMENTAL	1,752.80	1,752.80
			Printed	Recycled Hazardous Waste	0.00	
					Check Amount	6,235.00

Ref#	GL Number	Gross	Discount	Amount
34162	201-4425-6545.000	1,752.80	0.00	1,752.80

50904	03/19/2020		2802	SAM'S CLUB	1,460.13	1,460.13
			Printed	Statement Closing	0.00	
					Check Amount	1,752.80

Ref#	GL Number	Gross	Discount	Amount
34212	001-4020-6060.000	117.24	0.00	117.24
34212	001-4020-6080.000	104.89	0.00	104.89
34212	001-4350-6580.000	16.83	0.00	16.83
34212	001-4350-6585.000	1,169.56	0.00	1,169.56
34212	001-4015-6322.000	56.94	0.00	56.94
34212	001-4530-6394.000	-5.33	0.00	-5.33

50905	03/19/2020		0071-1	SO CAL GAS	60.25	60.25
			Printed	Natural Gas - 4835 Clara St	0.00	
					Check Amount	1,460.13

Ref#	GL Number	Gross	Discount	Amount
34213	001-4020-6380.000	60.25	0.00	60.25

50906	03/19/2020		0070	SOUTHERN CALIFORNIA EDISON	14,896.88	14,896.88
			Printed	Electricity Bills	0.00	
					Check Amount	60.25

Ref#	GL Number	Gross	Discount	Amount
34214	001-4020-6318.000	1,099.20	0.00	1,099.20
34214	350-4430-6318.000	8,303.09	0.00	8,303.09
34214	201-4420-6318.000	133.48	0.00	133.48
34214	001-4020-6318.000	2,173.93	0.00	2,173.93
34215	350-4430-6318.000	8.30	0.00	8.30
34215	201-4420-6318.000	371.49	0.00	371.49
34215	001-4020-6318.000	2,770.45	0.00	2,770.45
34216	350-4430-6318.000	7.12	0.00	7.12
34216	001-4020-6318.000	29.82	0.00	29.82

50907	03/19/2020		8363	TIME WARNER CABLE	196.97	196.97
			Printed	Internet Svc - 5220 Santa Ana	0.00	
					Check Amount	14,896.88

Ref#	GL Number	Gross	Discount	Amount
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Check Register Report

Date: 06/09/2020

Time: 4:37 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
	34217	001-4020-6396.000	89.99	0.00	89.99
	34218	001-4020-6396.000	106.98	0.00	106.98
	Check Amount				196.97
50908	03/19/2020	0079 Printed	TRACT 180 WATER COMPANY Water Service	4,798.29	4,798.29
				0.00	
	Check Amount				4,798.29
				56.61	56.61
				0.00	
	Check Amount				56.61
50910	03/19/2020	5169 Printed	VASQUEZ & COMPANY Professional Services	22,469.50	22,469.50
				0.00	
	Check Amount				22,469.50
				43,097.50	43,097.50
				0.00	
	Check Amount				43,097.50

Total Checks:	67	Bank Total(excluding void checks):	696,228.00
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Total Checks:	67	Grand Total(excluding void checks):	696,228.00
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CITY OF CUDAHY
 Payroll Warrants including payroll taxes and insurance premiums:

	March 2, 2020	March 12, 2020	March 26, 2020
Issued Warrants Number	None	25903 to 25958	# 25959 to 26006
Voided Warrants	None	None	None
Issued Warrants Amount	\$ -	\$ 2,702.82	\$ 7,036.73
Direct Deposits (a)	-	53,938.42	52,439.04
CalPERS Direct Deposit (b)	-	\$ 44,190.12	
CalPERS Direct Deposit (c)	-	\$ 17,136.23	
Payroll taxes (d)	13,555.46	11,160.03	11,038.76
Total Amount	\$ 13,555.46	\$ 129,127.62	\$ 70,514.53
Note (a) - Employees / Council Members / Commissioners			
Note (b) - Payments for CalPERS medical insurance			
Note (c) - Payments for CalPERS retirement contributions			
Note (d) - Federal and State payroll taxes			

CITY OF CUDAHY
Cash and Investment Report by Fund March 2020

	July 1, 2019	Inflow YTD	Outflow YTD	March 31, 2020	Receipts March 2020	Disbursements March 2020
001 General Fund	2,895,777.84	4,927,110.51	6,664,526.37	1,158,361.98	379,107.08	778,915.72
040 Drug Assets Seizure Fund - State	-	-	-	-	-	-
201 State Gas Tax	631,966.22	796,458.70	567,775.10	860,649.82	70,563.98	59,883.63
205 ARRA-JAG	-	-	-	-	-	-
210 ISTEAs	-	-	-	-	-	-
221 County ATC Gas Tax Fund	-	-	-	-	-	-
230 Traffic Congestion Fund	-	-	-	-	-	-
235 Other Grants	(162,526.63)	607,034.08	587,033.71	(142,526.26)	-	-
240 Prop 1 B - Local Street Improv.	84,079.95	1,151.10	1.08	85,229.97	-	-
242 Prop 42	-	-	-	-	-	-
251 Prop C	443,401.66	365,758.79	288,206.42	520,954.03	31,873.39	26,794.78
252 Prop A	702,029.88	436,603.38	581,297.61	557,335.65	35,404.90	24,380.94
253 Measure R	1,359,519.99	282,542.43	87,348.98	1,554,713.44	22,069.52	4,230.83
254 Measure M	609,897.73	275,733.99	8.59	885,623.13	25,064.78	-
255 TDA	-	-	-	-	-	-
257 AQMD	75,845.82	24,368.73	11,633.39	88,581.16	7,269.33	1,256.37
260 Used Oil	1.43	0.03	-	1.46	-	-
261 California Beverage Container	6,473.27	88.63	0.08	6,561.82	-	-
265 Recycling Grant	14,755.67	202.01	0.19	14,957.49	-	-
270 C.O.P.S	80,409.13	157,240.80	66,867.14	170,782.79	-	-
275 CLEEP	-	-	-	-	-	-
282 State Park Clara Grant Phase 3	-	-	-	-	-	-
280 County Park Bond	27,073.98	415.61	0.47	27,489.12	-	-
300 CAL Home	99,857.20	6,694.65	1.30	106,550.55	-	-
350 Street Lighting Fund	(38,072.01)	53,661.38	65,622.50	(50,033.13)	190.90	10,570.53
390 Quimby Act Fund	64,976.64	889.57	0.84	65,865.37	-	-
510 CDBG	(82,014.14)	310,771.52	229,410.77	(653.39)	119,668.54	7,566.85
520 JAG 09/ARRA JAG	-	-	-	-	-	-
540 FEMA	-	-	-	-	-	-
515 Federal STPL	803,956.50	10,983.78	2,848.31	812,091.97	-	-
610 Successor Agencies	5,584,480.82	1,171,365.00	2,446,640.65	4,309,205.17	9,800.00	223,254.22
710 Youth Foundation	12,813.18	13,912.73	5,507.17	21,218.74	-	-
720 Senior's Account	-	-	-	-	-	-
730 Refuse Assessment	-	243,899.27	224,549.75	19,349.52	-	1,334.97
	<u>13,214,704.13</u>	<u>9,686,886.69</u>	<u>11,829,280.42</u>	<u>11,072,310.40</u>	<u>701,012.42</u>	<u>1,138,188.84</u>
LAIF- CITY	5,984,107.03	1,593,477.48	1,000,000.00	6,577,584.51	-	-
Wells Fargo	7,230,597.10	11,836,364.11	14,572,235.32	4,494,725.89	701,012.42	1,138,188.84
TOTAL	<u>13,214,704.13</u>	<u>13,429,841.59</u>	<u>15,572,235.32</u>	<u>11,072,310.40</u>	<u>701,012.42</u>	<u>1,138,188.84</u>

Total cash disbursements per March and Payroll Reports

AP disbursements	696,228.00
Payroll - March 2, 2020	13,555.46
Payroll - March 12, 2020	129,127.62
Payroll - March 26, 2020	70,514.53
Sub-Total	<u>909,425.61</u>

Add: Total Bank charges in March 2020	692.03
Add: Successor Agency Debt Service	223,254.22
Add: Credit card charge - Drinking Fountain, maintenance supplies	4,816.98
Total Cash Disbursements per March Cash & Investment Report	<u>1,138,188.84</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		
May 2020		
June 2020		
Total:	\$ 10,981,605.55	13,123,999.13

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

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		
May 2020		
June 2020		
Total:	\$ 7,520,563.56	7,955,815.43
Average Per Month:	835,618.17	883,979.49

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 10E

STAFF REPORT

Date: June 16, 2020

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

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

Subject: **Consideration to Approve a Second Amendment to Professional Services Agreement Between the City of Cudahy and MV Cheng & Associates Inc. for Technical and Practical Accounting Services**

RECOMMENDATION

The City Council is requested to approve the Second Amendment to the Professional Services Agreement between the City of Cudahy and MV Cheng & Associates Inc. for technical and practical accounting / payroll support through June 30, 2021.

BACKGROUND

1. On September 14, 2019, the City entered into a Professional Services Agreement (PSA) with MV Cheng to provide support in the City's finance department as it related to accounting and payroll functions for a not to exceed contract amount of \$25,000.
2. On December 3, 2019, the City entered passed a first amendment to the PSA with MV Cheng to increase the not-to-exceed limit to \$182,300 through June 30, 2020.
3. On June 30, 2020. The term is set to expire for services related to accounting and payroll functions.

ANALYSIS

After the recent retirement of one accounting division employee in August of 2019, and the extended temporary leave of the other division employee, the available resources for the City to perform these functions became very limited. To address the unfilled vacancies the City

entered in a one-year PSA with consulting firm MV Cheng and Associates. MV Cheng immediately provided on site support staff that were instrumental in keeping up with processing vendor payments, payroll, maintaining City financial records, preparation for audits performed by local, regional, and State granting agencies (i.e., Metropolitan Transportation Authority, Los Angeles Community Development Authority, and the State Controller's Office). Responsibilities also included day-to-day duties such as performing recordkeeping duties, including bank reconciliations and general ledger recording.

The current first amendment is set to expire on June 30, 2020. MV Cheng's supporting staff have provided necessary professional services in the highlighted areas, and therefore to avoid any disruptions in the next fiscal year, it is imperative to extend the firm's term through June 30, 2021. If approved, MV Cheng would continue staffing both unfilled positions three days per week, 30 hours per position, for a total of 60 hours per week.

MV Cheng is a notable firm that provides temporary technical and practical accounting services to Local Government entities who experience a shortage of personnel by providing special project and daily operations support.

In accordance with Ordinance No. 649 sections 3.16.160 of this Chapter 3.15 " Purchase of professional services provided by persons, firms, companies, ... including accounting... shall be made on the basis of demonstrated competence and experience of the service provider and on the professional qualifications necessary for the satisfactory performance of the services required.. The process for securing professional services may be through negotiation ... however, neither formal nor informal bidding shall be required prior to the purchase of professional services."

Pursuant to Ordinance No. 649, MV Cheng provides the skill sets and required resources to fully staff the two temporarily unfilled positions within the Finance Department. Moreover, MV Cheng has been instrumental in providing payroll and accounts payable services for fiscal year (FY) 2019-20. Therefore, approving this second amendment would minimize disruptions and address departmental deficiencies.

CONCLUSION

MV Cheng would continue assisting the City with financial recordkeeping, as well as assisting in daily payroll and accounts payable processes. The professional services agreement will have a term through June 30, 2021.

FINANCIAL IMPACT

No additional fiscal impact is anticipated to affect the City's General Fund, as both positions were budgeted as part of the FY 2020-21 City Budget. Moreover, the incremental contract amendment amount shall not exceed the budgeted personnel costs for FY 2020-2021. Accordingly, the not-to-exceed amount of \$355,000 is being requested through June 30, 2021.

ATTACHMENTS

- A. Second Amendment to Master Agreement with MV Cheng and Associates Inc.
- B. First Amendment to master agreement with MV Cheng and Associates Inc.
- C. Master Agreement between the City and MV Cheng and Associates Inc.



2020

SECOND AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES
(MV Cheng & Associates Inc.: Accounting and Finance Consulting Services)

THIS SECOND AMENDMENT (“Second Amendment”) to that certain agreement entitled “Professional Services Agreement” dated as of September 17, 2019, is hereby made and entered into this 2nd day of June, 2020 (the “Effective Date”) by and between the City of Cudahy, a municipal corporation (hereinafter, “City”) and MV Cheng & Associates Inc. (hereinafter, “Consultant”). For purposes of this Second Amendment, the capitalized term “Parties” shall be a collective reference to the City and Consultant and the capitalized term “Party” shall refer to the City or Consultant interchangeably, as appropriate.

RECITALS

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

WHEREAS, on or about September 17, 2019, the Parties executed and entered into that certain agreement entitled “Professional Services Agreement” (hereinafter, the “Master Agreement”) to provide specialized, technical consulting services with respect to the City’s accounting and finance needs. The Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the First Amendment was approved by the City Council at its regular meeting of December 3, 2019. The First Amendment is attached and incorporated hereto as Exhibit “A”; and

WHEREAS, the Parties now wish to further amend the terms of the Master Agreement to extend the Term of the Master Agreement by one year through June 30, 2021 and to increase the not-to-exceed sum (hereinafter, “Contract Price”) to new total Contract Price of THREE HUNDRED FIFTY-FIVE THOUSAND (\$355,000); and

WHEREAS, this Second Amendment was approved by the City Council at its regular meeting of June 2, 2020.

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

1. Subsection 1.2 TERM:

- A. This Agreement shall have a term from the date of this Agreement to June 30, 2021. Nothing in this section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. Subsection 1.3 COMPENSATION:
 - B. Consultant's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of THREE HUNDRED FIFTY FIVE THOUSAND DOLLARS \$355,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to expiration of the Term or any single extension term, 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.
3. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. This Second Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.
4. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF CUDAHY:

By: _____
Henry Garcia,
Interim City Manager

**CONSULTANT
MV Cheng & Associates Inc.**

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Assistant City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
MASTER AGREEMENT/FIRST AMENDMENT



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Services: Accounting and Finance Consulting Services)
(Parties: City of Cudahy and MV Cheng & Associates Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of December 2019 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and MV Cheng & Associates Inc., a California Corporation, with its principal place of business at 102 W. 24th Street, Upland, CA 91784 (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: Payroll and Accounting; and

WHEREAS, CITY's in-house personnel is presently unable to perform / unable to timely perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skills, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

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

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely

complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term from the date of this agreement to June 30, 2020. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is attached hereto as **Exhibits "B"** hereinafter, the "Approved Rate Schedule").

B. CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of (AMOUNT) DOLLARS (\$182,300 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, 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.

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

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge,

during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain property of the CITY.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Senior Administrative Analyst (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee, which designee the CITY may assign by notifying CONSULTANT in writing, shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVES: CONSULTANT hereby designates Misty V. Cheng or designee, which designee CONSULTANT may assign by notifying CITY in writing, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT

shall be subject to inspection and written approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced within three (3) business days upon their discovery by either Party and shall be completed within no more than fifteen (15) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion except for any error or omission which may be a hazard to health or life safety in which case corrective action shall be taken immediately and shall be diligently completed. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The

Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or

refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

- 2.8** COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9** NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10.** INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.11.** HIRING OF CONSULTANT'S ASSOCIATES AND/OR SUBCONTRACTORS. CITY agrees that each of CONSULTANT's associates and/or sub contractors will only be able to obtain a direct contract or professional services agreement with the CITY, only after the expiration of the contract or professional services agreement with CONSULTANT AND only after 2 years from the expiration date of the contract or professional services agreement with CONSULTANT. CITY agrees to hire one of CONSULTANT's associates and/or sub contractors as a full time, permanent, fully benefited employee of the CITY, only after CITY has performed a recruitment AND the associate and/or sub contractor has billed 960 hours to the CITY. If CITY employs CONSULTANT's associates and/or sub contractors through another temporary service or staffing agency, CITY agrees to pay a fee of 10% of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to CONSULTANT.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 REQUIRED COVERAGES: Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;
 - B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/Employer's Liability Insurance: Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Worker's Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no

cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant's earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 20 10 10 01 or CG 37 10 01.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide.

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by Consultant shall be primary to any coverage available to the City, the City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self- insurance maintained by the City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

3.7 VERIFICATION OF COVERAGE: Consultant acknowledges, understands and agrees that City's ability to verify the procurement and maintenance of the

insurance required under this Article is critical to safeguarding the City's financial well-being. Accordingly, Consultant warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant's commencement of any work or any of the Work. Upon City's written request, Consultant shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of ten (10) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within five (5) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 5-

day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i. that exceeds seven (7) calendar days from the end of the initial 5-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as

provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by

CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

MV Cheng & Associates Inc.
102 W. 24th Street
Upland, CA 91784
ATTN: Misty V. Cheng

CITY:

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

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them

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

subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

By: 

City Manager

CONSULTANT: MV CHENG & ASSOCIATES INC.

By: _____
NAME

Title _____

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

By: _____
City Manager

**CONSULTANT: MV CHENG & T
ASSOCIATES INC.**

By: _____
NAME



Title PRESIDENT & CEO

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"

Scope of Services

The services will include both technical and practical support to client.
Specifically:

1. Payroll processing services that include but are not limited to verifying changes to employee master files, verification of employee timesheet (including meal breaks), calculation of employee timesheet hours, entering hours, and adjustments. Payroll processing will also include payment of commissioners, processing of other 3rd party remittance check, and payment of taxes withheld to State and Federal agencies, including, but not limited to medical, dental, vision, retirement (PERS), loan programs, garnishments, and Federal and State Tax deposits.
2. Preparation and filing of quarterly and annual reports to Federal and State agencies as needed.
3. Other payroll matters as needed.
4. Accounts Payable processing that includes preparation of Check Requests, matching of invoices, purchase requisition, other related documents. Obtaining signatures of appropriate individuals for approval and review of Check Requests. Processing may also include entering approved Check Requests, including invoice information, in to Accounts Payable module and printing the warrants. As part of the processing research may be required to identify if invoice(s) had been previously paid.
5. General Ledger processing includes, but is not limited to, posting of Cash Receipts, Accounts Payable, Payrolls monthly activity to the G/L; closing the fiscal year ended June 30, 2019 G/L.
6. Bank Reconciliation preparation, including identifying/categorizing and recording of wire transfers in the Cash Receipts system. Bank Reconciliation will conclude with a Cash by Fund and Cash and Investments worksheet as well as recaps of Check Demands and Payroll activity that will be included as part of monthly staff report to the City Council.
7. Preparation of journals entries, including, but not limited to, adjustment relating to bank activity (such as NSF checks) grant programs, and fiscal agent activity.
8. Grant / Funding reporting (Los Angeles Metropolitan Authority, LA CDC [CDBG funding], and other Local / State / Federal Agencies).
9. Preparation of Year End Journal entries to record accruals and to make adjustments / transfers from general fund to special funds
10. Prepare and consolidate financial statements and workpapers and provide support for outstanding external audits. Audit workpaper preparation including but not limited to, schedules of Accounts Payable, Accounts Receivable, capital assets (including search), long term. Preparation also includes running reports from various accounting models such as balance sheet, income statements, check registers, cash receipt reports, journal entry reports.
11. Assistance in preparing budget projections and recording of Annual Budget and adjustments in G/L.

EXHIBIT "B"
Approved Rate Schedule

Rate of Compensation

<u>Position Level</u>	<u>Rate</u>	<u>Est. Hours/Week</u>	<u>Est. Cost per Week</u>
Payroll / Accounts Payable			
Technician	60	30	\$ 1,800
Senior Accountant	75	30	\$ 2,250

Per Section 1.4, itemized invoices are paid based upon on each concluded calendar month.



PROFESSIONAL SERVICES AGREEMENT

(Services: Accounting and Finance Consulting Services)
(Parties: City of Cudahy and MV Cheng & Associates Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of September 2019 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and MV Cheng & Associates Inc., a California Corporation, with its principal place of business at 102 W. 24th Street, Upland, CA 91784 (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: Payroll and Accounting; and

WHEREAS, CITY's in-house personnel is presently unable to perform / unable to timely perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skills, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

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

I.

ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely

complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term from the date of this agreement to June 30, 2020. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is attached hereto as **Exhibits "B"** hereinafter, the "Approved Rate Schedule").

B. CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of (AMOUNT) DOLLARS (\$25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, 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.

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

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge,

during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain property of the CITY.

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

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Senior Administrative Analyst (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee, which designee the CITY may assign by notifying CONSULTANT in writing, shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVES: CONSULTANT hereby designates Misty V. Cheng or designee, which designee CONSULTANT may assign by notifying CITY in writing, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT

shall be subject to inspection and written approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced within three (3) business days upon their discovery by either Party and shall be completed within no more than fifteen (15) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion except for any error or omission which may be a hazard to health or life safety in which case corrective action shall be taken immediately and shall be diligently completed. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The

Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or

refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

- 2.8** COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9** NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10.** INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.11.** HIRING OF CONSULTANT'S ASSOCIATES AND/OR SUBCONTRACTORS. CITY agrees that each of CONSULTANT's associates and/or sub contractors will only be able to obtain a direct contract or professional services agreement with the CITY, only after the expiration of the contract or professional services agreement with CONSULTANT AND only after 2 years from the expiration date of the contract or professional services agreement with CONSULTANT. CITY agrees to hire one of CONSULTANT's associates and/or sub contractors as a full time, permanent, fully benefited employee of the CITY, only after CITY has performed a recruitment AND the associate and/or sub contractor has billed 960 hours to the CITY. If CITY employs CONSULTANT's associates and/or sub contractors through another temporary service or staffing agency, CITY agrees to pay a fee of 10% of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to CONSULTANT.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 REQUIRED COVERAGES: Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;
 - B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/Employer's Liability Insurance: Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Worker's Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no

cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant's earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 20 10 10 01 or CG 37 10 01.
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by Consultant shall be primary to any coverage available to the City, the City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self- insurance maintained by the City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
- 3.7 VERIFICATION OF COVERAGE: Consultant acknowledges, understands and agrees that City's ability to verify the procurement and maintenance of the

insurance required under this Article is critical to safeguarding the City's financial well-being. Accordingly, Consultant warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant's commencement of any work or any of the Work. Upon City's written request, Consultant shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of ten (10) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within five (5) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 5-

day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i. that exceeds seven (7) calendar days from the end of the initial 5-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as

provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by

CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

MV Cheng & Associates Inc.
102 W. 24th Street
Upland, CA 91784
ATTN: Misty V. Cheng

CITY:

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

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

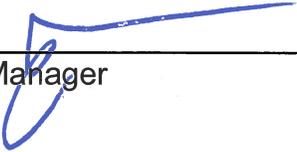
- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them

Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

CONSULTANT: MV CHENG & ASSOCIATES INC.

By: 
City Manager

By: _____
NAME

Title _____

ATTEST:

By: 
Deputy City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF CUDAHY:

By: _____
City Manager

CONSULTANT: MV CHENG & ASSOCIATES INC.

By: _____
NAME



Title PRESIDENT & CEO

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"

Scope of Services

The services will include both technical and practical support to client.

Specifically:

1. Payroll processing services that include but are not limited to verifying changes to employee master files, verification of employee timesheet (including meal breaks), calculation of employee timesheet hours, entering hours, and adjustments. Payroll processing will also include payment of commissioners, processing of other 3rd party remittance check, and payment of taxes withheld to State and Federal agencies, including, but not limited to medical, dental, vision, retirement (PERS), loan programs, garnishments, and Federal and State Tax deposits.
2. Preparation and filing of quarterly and annual reports to Federal and State agencies as needed.
3. Other payroll matters as needed.
4. Accounts Payable processing that includes preparation of Check Requests, matching of invoices, purchase requisition, other related documents. Obtaining signatures of appropriate individuals for approval and review of Check Requests. Processing may also include entering approved Check Requests, including invoice information, in to Accounts Payable module and printing the warrants. As part of the processing research may be required to identify if invoice(s) had been previously paid.
5. General Ledger processing includes, but is not limited to, posting of Cash Receipts, Accounts Payable, Payrolls monthly activity to the G/L; closing the fiscal year ended June 30, 2019 G/L.
6. Bank Reconciliation preparation, including identifying/categorizing and recording of wire transfers in the Cash Receipts system. Bank Reconciliation will conclude with a Cash by Fund and Cash and Investments worksheet as well as recaps of Check Demands and Payroll activity that will be included as part of monthly staff report to the City Council.
7. Preparation of journals entries, including, but not limited to, adjustment relating to bank activity (such as NSF checks) grant programs, and fiscal agent activity.
8. Grant / Funding reporting (Los Angeles Metropolitan Authority, LA CDC [CDBG funding], and other Local / State / Federal Agencies).
9. Preparation of Year End Journal entries to record accruals and to make adjustments / transfers from general fund to special funds
10. Prepare and consolidate financial statements and workpapers and provide support for outstanding external audits. Audit workpaper preparation including but not limited to, schedules of Accounts Payable, Accounts Receivable, capital assets (including search), long term. Preparation also includes running reports from various accounting models such as balance sheet, income statements, check registers, cash receipt reports, journal entry reports.
11. Assistance in preparing budget projections and recording of Annual Budget and adjustments in G/L.

EXHIBIT "B"
Approved Rate Schedule

Rate of Compensation

<u>Position Level</u>	<u>Rate</u>	<u>Est. Hours/Week</u>	<u>Est. Cost per Week</u>
Payroll / Accounts Payable			
Technician	60	30	\$ 1,800
Senior Accountant	75	30	\$ 2,250

Per Section 1.4, itemized invoices are paid based upon on each concluded calendar month.

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Item Number 10F

STAFF REPORT

Date: June 16, 2020

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

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

Subject: **Consideration to Approve Resolution No. 20-16 Authorizing Examination of Measure R Sales, Use and Transactions Tax Records and Approve a First Amendment Between the City of Cudahy and Hinderliter, de Llamas and Associates For Sales, Use and Transactions Tax Audit and Information Services**

RECOMMENDATION

The City Council is requested to:

1. Adopt Resolution No. 20-16, authorizing examination of Measure R Sales, Use and Transactions Tax Records;
2. Approve the First Amendment between the City of Cudahy and Hinderliter, de Llamas and Associates for sales, use and transaction tax audit and information services; and
3. Authorize City Manager to execute a First Amendment to the Agreement.

BACKGROUND

1. On June 5, 2018, the City Council of the City of Cudahy (the "City") approved Resolution No. 18-26, which (i) called for and gave notice of a General Municipal Election to be held on Tuesday, November 6, 2018 for the conduct of election contests for three of the City's five City Council seats; (ii) requested consolidation of such election with the County of Los Angeles; (iii) requested that the County of Los Angeles provide specific election administration services; (iv) adopted regulations for candidates for elective office for such election regarding candidate statements; and (v) provided for the determination of tie votes by lot unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote.

2. On July 1, 2018, the City entered in an agreement with Hinderliter de Llamas & Associates for Sales, Use and Transactions Tax Audit and Information Services.
3. On August 7, 2018, the City Council adopted Resolution No. 18-41, calling for the placement of a temporary three-quarter percent (3/4%) transactions and use tax to be implemented as a general tax added on to the existing County-wide sales tax, on to the November 6, 2018 ballot.
4. On November 6, 2018, the General Municipal Election was held and semi-official results were tabulated (election night tally did not include provisional ballots nor Vote by Mail ballots that were dropped off at polling places). The Los Angeles County Registrar-Recorder/County Clerk (RR/CC) continued counting ballots through the Official Election Canvass period through the end of November.
5. On December 5, 2018, the City Clerk received the Certificate of the Canvass of the Election Returns completed and certified by the RR/CC for the November 6, 2018 General Municipal Election. In addition to identifying the candidates for elective office of the City who have been elected to the City Council, the Certificate of the Canvass of Election Returns also indicated that the transactions and use tax measure referenced above was approved by Cudahy voters.
6. On December 18, 2018, the City Council confirmed and ratified adoption of Ordinance No. 692 (second reading), establishing a temporary three-quarter percent (3/4%) transactions and use tax to be implemented as a general tax for a period of ten (10) years commencing from the statutorily authorized implementation date of the tax.
7. On January 15, 2019, the City Council approved Resolution No. 19-03 authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration ("CDTFA") for implementation of a local transactions and use tax
8. On January 15, 2019, the City Council approved Resolution No. 19-04 authorizing the examination of transactions and use (sales) and use tax records and authorized the City Manager to execute and file additional agreements, letters and forms with CDTFA and other appropriate State agencies as required for implementation of the City's transactions and use tax. Section 2 of Resolution No. 19-04 designated Hinderliter, de Llamas & Associates to examine the transactions and use tax records of the California Department of Tax Fee Administration pertaining to transactions and use taxes collected for the District by the Board.

ANALYSIS

After adopting Ordinance No. 692, establishing a temporary three-quarter (3/4%) transactions and use tax (Measure R), the City entered in an agreement with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and collection of local sales, use and transaction taxes.

Because of the confidential nature of transaction taxes, Section 7056 of the California Revenue and Taxation Code requires the City to adopt a resolution, allowing Hinderliter de Llamas & Associates (HdL) to access pertinent CDTFA records and to examine the sales, use and transactions tax collected for the City by the CDTFA.

Approval of Resolution No. 20-16 and the first amendment to the original agreement would allow HdL to provide ongoing consultation for transactions tax services for Measure R.

If this first amendment is approved, HdL would assist in deficiency reviews and recovery services. HdL would conduct ongoing reviews to identify and correct unreported transactions and tax payments and distribution errors. The additional service would generate previously unrealized revenue for the City as it would ensure proper reporting of corresponding transactions tax payments to Measure R. HdL would also review state wide tax allocations to analyze patterns and identify errors and omissions as well as compare county wide local tax allocations that are within the measure of Measure R city boundaries.

The approved first amendment would also allow HdL to establish a database containing all applicable CDTFA registration data for businesses withing Measure R boundaries holding a seller's permit. Additionally, HdL would provide updated quarterly reports identifying changes in allocation totals by individual businesses and business groups by category, as well as provide quarterly reconciliation worksheets to the City's Finance Department with budget forecasting. The City would have access to the HdL proprietary software program that would contain all applicable registration quarterly allocation information registered with the CDTFA, with quarterly updates.

CONCLUSION

Approving Resolution No. 20-16 and this first amendment allow HdL to provide transaction tax services that are instrumental to generating previously unrealized revenue to the City by identifying unreported transactions and tax payments, comparing revenue patterns to county and state wide reporting, and providing digitally accessible quarterly reports instrumental for

budget forecasting, thus maximizing incoming revenue from Measure R.

FINANCIAL IMPACT

This first amendment would charge the city \$100 per month, charged quarterly, for an annual total of \$1,200. The City would also pay 25% of the initial amount of new transactions or use tax revenue received by the City when an audit and recovery work is requested by the City and performed by HdL.

ATTACHMENTS

- A. Resolution No. 20-16
- B. First Amendment to Agreement for Sales, Use and Transactions Tax Services.
- C. Agreement for Sales, Use and Transactions Tax Audit and Information Services.

RESOLUTION NO. 20-16

**A RESOLUTION AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES)
AND USE TAX RECORDS**

WHEREAS, pursuant to Ordinance No. 692 of the City of Cudahy hereinafter called City and Section 7270 of the Revenue and Taxation Code, the City entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the City deems it desirable and necessary for authorized representatives of the City to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

WHEREAS, on January 15, 2019, the City designated Hinderliter, de Llamas & Associates (HdL) to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the City by the Board; and

WHEREAS, the City wishes to amend that agreement dated July 1, 2018 to include Transaction Tax Services.

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the City Manager or other officer or employee of the City designated in writing by the City Manager to the California Dept of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the City with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the City by the CDTFA pursuant to the contract between the City and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the City's transactions and use taxes by the CDTFA pursuant to the contract.

Section 2. That Hinderliter, de Llamas & Associates (HdL) is hereby designated to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the City to examine those transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;

- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of City’s transactions and use taxes by the Board pursuant to the contracts between the City and Board.

Introduced, approved and adopted this 16th day of June, 2020.

(Name & Title)

(Attest)

(Signature)

(Date)

ATTEST:

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, do hereby certify that the foregoing Resolution No. 20-16 was adopted a regular meeting of the City Council held on the 16th day of June, 2020 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Assistant City Clerk

**CITY OF CUDAHY
FIRST AMENDMENT TO
AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX SERVICES**

1. PARTIES AND DATE.

This First Amendment to the Agreement for Sales, Use and Transactions Tax Services ("First Amendment") is entered into on the _____ day of _____, 2020, by and between the CITY of Cudahy organized under the laws of the State of California, with its principal place of business at 5220 Santa Ana Street, Cudahy, CA 90201 ("CITY") and Hinderliter de Llamas and Associates, a California corporation, with its principal place of business at 120 S. State College Blvd., Suite 200, Brea, CA 92821 ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Sales, Use and Transaction Tax Services dated July 1, 2018 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement for ongoing consultation for Transactions Tax Audit Services for Measure "R".

A. Deficiency/Allocation Reviews and Recovery

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
 - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "R" CITY boundaries, and therefore subject to transactions tax.
 - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
 - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "R" Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

B. Data Base Management, Reports And Staff Support

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "R" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "R" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

2.3 Compensation. Section III Consideration of the Agreement is hereby amended as follows:

CONTRACTOR shall be paid **\$100** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

2.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF CUDAHY

HINDERLITER DE LLAMAS & ASSOC.

By: _____
City Manager

By: _____
Andrew Nickerson, President

APPROVED AS TO FORM:

By: _____
City Clerk

**AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX AUDIT AND
INFORMATION SERVICES**

This Agreement is made and entered into as of the 1st day of July, 2018 (the “Effective Date”) by and between the CITY OF CUDAHY, a municipal corporation hereinafter called (“CITY”), and HINDERLITER, de LLAMAS AND ASSOCIATES a California Corporation, hereinafter called (“CONTRACTOR”).

I. RECITALS

WHEREAS, sales, use and transactions tax (sometimes collectively referred to herein as “sales and use tax”) revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors, and

WHEREAS, an effective program of sales and use tax management will improve identification of economic opportunities; provide for more accurate sales and use tax forecasting; and assist in related revenue collections; and

WHEREAS, CITY desires the combination of data entry, report preparation and analysis necessary to effectively manage its sales and use tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1988-1989 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.
3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONTRACTOR shall make available to CITY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Board of Equalization and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONTRACTOR shall (i) prepare and submit to the Board of Equalization information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the State Board of Equalization to promote recovery by the CITY of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. CONSULTING AND OTHER OPTIONAL SERVICES

CONTRACTOR may, from time to time in its sole discretion, consult with CITY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONTRACTOR may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

III. CONSIDERATION

- A. CONTRACTOR shall provide the sales tax and economic analysis Services described in Section II-A above for a fee of **\$350 per month, invoiced quarterly / \$4,200 annually** commencing with the month of the Effective Date (hereafter referred to as “monthly fee”).

July 1, 2018 to June 30, 2019	Annually - \$4,200
July 1, 2019 to June 30, 2020	Annually - \$4,200 plus CPI
July 1, 2020 to June 30, 2021	Annually - \$4,200 plus CPI
July 1, 2021 to July 30, 2022	Annually - \$4,200 plus CPI
July 1, 2022 to June 30, 2023	Annually - \$4,200 plus CPI
	Total - \$21,000

The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the

month of the Effective Date by the percentage increase in the “CPI” for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the “CPI” shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONTRACTOR.

- B. 1. CONTRACTOR shall be further paid **15%** of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described in Section II-B above (hereafter referred to as “audit fee”), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.
2. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys’ fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. CITY shall pay audit fees upon CONTRACTOR’S submittal of evidence of CONTRACTOR’S work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between CONTRACTOR and the Board of Equalization or the taxpayer.
3. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONTRACTOR’S responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR’S Services.

C. CONTRACTOR shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with Section II-C above based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$295 per hour
Programmer	\$250 per hour
Senior Analyst	\$195 per hour
Analyst	\$100 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

IV. CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

- A. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

- B. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:
 - 1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.

 - 2. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

 - 3. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

 - 4. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code.

The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

- C. Software Use. CONTRACTOR hereby provides authorization to CITY to access CONTRACTOR'S Sales Tax website if CITY chooses to subscribe to the software and reports option. The website shall only be used by authorized CITY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software, or any right of CITY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all CITY staff website logins shall be de-activated.
- D. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in CONTRACTOR's business, including without limitation: CONTRACTOR'S (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, CITY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by CITY in connection with this Agreement. The obligations imposed by this Section IV-D shall survive any expiration or termination of

this Agreement or otherwise. The terms of this Section IV-D shall not apply to any information that is public information.

V. TERM OF AGREEMENT

Consultant shall perform all Services during the term of this Agreement which shall be for a five (5) year period expiring June 30, 2023.

VI. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to provide any information or assistance that may readily be available such as business license records within the CITY and to provide CONTRACTOR with proper identification for contacting businesses. CITY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR's name on the CITY resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and any audit fee owing to CONTRACTOR has been paid.

VII. LICENSE, PERMITS, FEES AND ASSESSMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the Services. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

VIII. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to perform Services through the date of termination. Following termination of this Agreement, CITY shall continue to timely pay CONTRACTOR's invoices for Services performed and not paid for prior to termination. Anything to the contrary herein notwithstanding (and without limitation on the foregoing sentence), CITY shall continue to pay to CONTRACTOR the audit fee for tax payments received by CITY after termination of this Agreement from (i) state fund transfers for back quarter reallocations and the first eight consecutive calendar quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization; and (ii) businesses identified by CONTRACTOR pursuant to Section III-B-3 above, to the extent such businesses commence or continue to make increased tax payments during the first 24 months following termination of this Agreement.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

X. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XI. INSURANCE

CONTRACTOR shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by CITY, CONTRACTOR shall name the CITY as an additional insured on CONTRACTOR'S comprehensive general liability policy and provide a Certificate of Insurance.

1. Worker's Compensation and Employer's Liability. In accordance with applicable law.
2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
4. Errors and Omissions. In addition to any other insurance required by this Agreement, CONTRACTOR shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

XII. INDEMNIFICATION

CONTRACTOR hereby agrees to, and shall hold CITY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CONTRACTOR'S willful or negligent acts, errors or omissions or those of its employees or agents. CONTRACTOR agrees to and shall defend CITY and its elective and appointive boards, officers, agents and employees from any suits or

actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors or omissions.

CITY hereby agrees to, and shall hold CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CITY'S negligent acts, errors or omissions including misuse or improper disclosure of confidential information contained in reports submitted by contractor under this Agreement. CITY agrees to and shall defend CONTRACTOR and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions and/or misuse or improper disclosure of confidential information.

XIII. IRREPARABLE HARM

CONTRACTOR and CITY each understands and agrees that any breach of this Agreement by either of them may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that such other party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the parties agree that such action shall be brought in

the Superior Court for the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California, Western Division. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

XV. ATTORNEYS' FEES

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

XVI. SEVERABILITY; NO WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

XVII. NOTICES

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 1340 Valley Vista Drive, Suite 200, Diamond Bar, CA 91765; and notices to CITY shall be sent to CITY OF CUDAHY, 5220 Santa Ana Street, Cudahy, CA 90201.

XVIII. ENTIRE AGREEMENT; ETC.

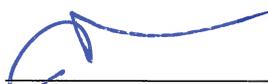
This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XIX. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

CITY:
CITY OF CUDAHY



City Manager

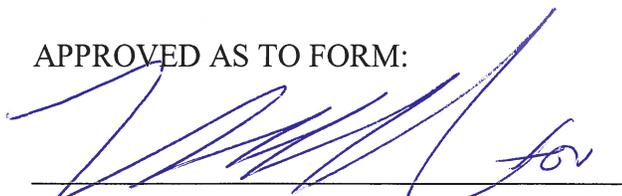


City Clerk / Deputy City Clerk

CONTRACTOR:
HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

By: _____
Andrew Nickerson, President

APPROVED AS TO FORM:



City Attorney
Richard Padillo
Asst. City Atty

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Item Number 10G

STAFF REPORT

Date: June 16, 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 April 7, 2020, and April 21, 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 April 10, 2020 Special Meeting of the City Council**

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for April 7, 2020, April 10, 2020, and April 21, 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 April 7, 2020, April 10, 2020, and April 21, 2020, City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

- A. Draft Minutes April 7, 2020
- B. Draft Minutes April 10, 2020
- C. Draft Minutes April 21, 2020
- D. 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**

April 7, 2020 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Alcantar called the meeting to order at 6:36 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Garcia
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez (arrived at 6:39 p.m.)
Mayor / Chair Alcantar

ABSENT: None

ALSO PRESENT: Acting City Manager Santor Nishizaki, City Attorney, Victor Ponto, Assistant City Clerk, Richard Iglesias, Finance Director, Steven Dobrenen Human Resources Manager Jennifer Hernandez, and Junior Deputy City Clerk, Andres Rangel.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Garcia.

4. PRESENTATIONS - NONE

DEPUTY CITY ATTORNEY PROPOSED COUNCIL TO CONSIDER A MOTION TO AMEND THE AGENDA TO MOVE ITEMS 14H-L AFTER PUBLIC COMMENT THEN CONSIDER ITEM 12F AND MOVE ALL OTHER ITEMS TO A SUBSEQUENT COUNCIL MEETING. COUNCIL DID NOT MOVE THE PROPOSED MOTION.

5. PUBLIC COMMENTS

Marcos Oliva, thanked the technologies that allow transparency through the pandemic. He further emphasized that the people require government transparency, especially now that the government has the potential to expand in authority and powers. He stressed civic participation, transparency, and outreach for every decision made by council.

Susie de Santiago, spoke on behalf the items regarding the city manager, speaking in favor of Acting City Manager, Santor Nishizaki. She asked council to continue with the process for a permanent city manager in a transparent and civically engaging way after the COVID pandemic subsides. Regarding the health crisis, she asks the Council to act for the benefit of the community.

VICE MAYOR JOSE GONZALEZ MADE A MOTION TO AMEND THE AGENDA TO MOVE CLOSED SESSION ITEMS 14H-L AFTER PUBLIC COMMENT, RECONVENE TO OPEN SESSION AND MOVE ALL OTHER ITEMS EXCEPT ITEM 12F TO A SUBSEQUENT COUNCIL MEETING. THE MOTION DID NOT RECEIVE A SECOND. THEREFORE, IT DID NOT CARRY.

IT WAS MOTIONED BY COUNCIL MEMBER GUERRERO AND SECONDED BY COUNCIL MEMBER LOZOYA TO MOVE ITEM 12F AFTER PUBLIC COMMENT, AND TABLE ALL OTHER ITEMS TO A SUBSEQUENT COUNCIL MEETING LATER IN THE WEEK, THEN PROCEED WITH CLOSED SESSION ITEMS H-L. 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

6. CITY COUNCIL COMMENTS - NONE

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

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of November 2019

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of November 2019 in the amount of \$5,048,584.71.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of November 2019

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of \$835,715.61 including Cash and Investment Report by Fund for the month of November 2019.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

C. Approval of the Local Agency Investment Fund (LAIF) for the Month of December 2019

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2019 in the amount of \$5,048,584.71.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- D.** Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of December 2019

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of \$2,866,576.51 including Cash and Investment Report by Fund for the month of December 2019.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- E.** Consideration to Review and Approve the Draft Minutes of February 18, 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 Special Meeting of the City Council and Successor Agency for March 16, 2020, March 23, 2020, and March 30, 2020

Presented by the City Clerk

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for February 18, 2020, March 16, 2020, March 23, 2020, and March 30, 2020.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- F.** Approval of the Renewal of the City's General Services Agreement with the County of Los Angeles

Presented by the Finance Director

The City Council is requested to approve and renew the City's General Services Agreement (GSA) with the County of Los Angeles and authorize the City Manager to sign a five-year agreement to be effective from July 1, 2020 to June 30, 2025.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

11. PUBLIC HEARING - NONE

12. BUSINESS SESSION

- A.** Consideration and Adoption of a Resolution Declaring a Local Emergency Due to the Public Threat Caused by the Coronavirus (COVID-19)

Presented by the City Attorney's Office

The City Council is recommended to adopt a Resolution declaring a local emergency due to the public threat caused by the coronavirus (COVID-19).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- B.** Consideration and Adoption of an Urgency Ordinance Enacting a Temporary Moratorium on Evictions for Residential and Non-Essential Commercial Tenants

Presented by the City Attorney's Office

The City Council is recommended to adopt an Urgency Ordinance enacting a temporary moratorium on evictions due to the nonpayment of rent for residential and non-essential commercial tenants where failure to pay rent results from income loss resulting from the novel Coronavirus (COVID-19).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- C. Consideration and Adoption of an Urgency Ordinance Enacting a Temporary Moratorium on Utility Cutoffs for Both Residential and Commercial Tenants

Presented by the City Attorney's Office

The City Council is recommended to adopt an Urgency Ordinance enacting a temporary moratorium on utility cutoffs for both residential and commercial tenants due to nonpayment where the failure to pay results from income loss resulting from the novel Coronavirus (COVID-19).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- D. Adoption of Proposed Resolution No. 20-09 A Resolution of the City Council of the City of Cudahy Recognizing the State of California-Governor's Office of Emergency Services, Form 130 For Designation of Authorized Agents for Non-State Agencies

Presented by the Human Resources Manager

The City Council is requested to authorize the Acting City Manager to execute the completion of the State of California-Governor's Office of Emergency Services (Cal-OES) Form 130 (attached), and the City Council representatives to confirm the document, and provide a resolution regarding the authorization, execution, and confirmation, and all said documents to be provide to the State of California-Governor's Office of Emergency Services (Cal-OES).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- E. Adoption of the Proposed City of Cudahy Emergency Covid-19 Policy Regarding Employee Leave Use and Advanced Paid Leave Policy

Presented by the Human Resources Manager

The City Council is requested to approve proposed City of Cudahy Emergency Covid-19 Policy Regarding Employee Leave Use and Advanced Paid Leave Policy.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

- F. Approve the Contract Services Agreement Between the City of Cudahy and Luis Alvarado Public Affairs LLC

Presented by the City Manager's Office

City Staff is recommending that the City Council approve the attached Contract Services Agreement between the City of Cudahy and Luis Alvarado Public Affairs LLC for certain strategic

planning design services, including but not limited to public relations, marketing and media outreach activities related to the Delta Air Lines Fuel Dump Incident.

Motion: It was motioned by Council Member Guerrero and seconded by Mayor Alcantar to direct staff to coordinate with Luis Alvarado Public Affairs LLC modify the fee structure to an hourly basis rate based on work performed for a not-to-exceed \$84,000 contract amount and then bring back the item to a subsequent council meeting for approval. 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

G. Adoption of a Proposed Resolution No. 20-10 Amending the City of Cudahy Fiscal Year (FY) 2019-2020 City Budget

Presented by the Finance Director

The City Council is requested to:

1. Receive and file the Fiscal Year (FY) 2019-2020 Mid-Year Budget review and related reports; and
2. Adopt Proposed Resolution No. 20-10 approving the requested amendments to the FY 2019-2020 City Budget as follows: increasing certain revenues in the General Fund by \$305,500, increasing certain General Fund expenditures by \$485,950, and certain Special Revenue fund expenditures by \$24,900.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

H. Approve the First Amendment of the Master Services Contract with Willdan Engineering for Interim Building Official and Interim City Engineer Services

Presented by the City Manager's Office

City Staff is recommending that the City Council approve the attached First Amendment to Contract Services Agreement between the City of Cudahy and Willdan Engineering for interim building official and interim city engineer services.

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

13. COUNCIL DISCUSSION – NONE

RECESSED TO CLOSED SESSION AT 7:19 P.M.

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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Acting City Manager, Santor Nishizaki 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 – Three Matters

- I. Closed Session Pursuant to Government Code Section 54957 – Public Employee Recruitment
Title of Position Under Consideration: City Manager
- J. Closed Session Pursuant to Government Code Section 54957 – Public Employee Appointment/Employment – Title: Interim City Manager
- K. Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation
Title of Employee: City Manager
- L. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator
City's Designated Representative: Victor Ponto, City Attorney
Unrepresented Employee: City Manager

15. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney Victor Ponto reported that for closed sessions item 14I-L legal counsel was given, direction was received, no further reportable action.

16. ADJOURNMENT

The City Council / Agency meeting was adjourned at 9:51 p.m.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

MINUTES

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

April 10, 2020 5:00 P.M.

1. CALL TO ORDER

Mayor / Chair Alcantar called the meeting to order at 5:05 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Garcia (arrived at 5:12 p.m.)
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez (arrived at 6:19 p.m.)
Mayor / Chair Alcantar

ABSENT: None

ALSO PRESENT: Acting City Manager Santor Nishizaki, City Attorney, Victor Ponto, Assistant City Clerk, Richard Iglesias, Finance Director, Steven Dobrenen Human Resources Manager Jennifer Hernandez, and Junior Deputy City Clerk, Andres Rangel.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Lozoya.

4. PUBLIC COMMENTS - NONE

IT WAS MOTIONED BY COUNCIL MEMBER GARCIA AND SECONDED BY COUNCIL MEMBER GUERRERO TO PROCEED WITH CLOSED SESSION AFTER PUBLIC COMMENT. THE MOTION CARRIED (4-0-1) BY THE FOLLOWING ROLL CALL VOTE:

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

5. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Motion: It was motioned by Mayor Alcantar and seconded by Vice Mayor Gonzalez to direct staff to waive the full reading of resolutions and ordinances. 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

6. BUSINESS SESSION

A. Consideration and Adoption of a Resolution Declaring a Local Emergency Due to the Public Threat Caused by the Coronavirus (COVID-19)

Presented by the City Attorney's Office

The City Council is recommended to adopt a Resolution declaring a local emergency due to the public threat caused by the coronavirus (COVID-19).

Motion: It was motioned by Council Member Guerrero and seconded by Mayor Alcantar to adopt a Resolution declaring a local emergency due to the public threat caused by the coronavirus (COVID-19) with the addition of striking section four of the ordinance and that there be a sunset provision to align with the later date of the county safer at home order, federal or state declaration. 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

B. Approval of the Renewal of the City's General Services Agreement with the County of Los Angeles

Presented by the Finance Director

The City Council is requested to approve and renew the City's General Services Agreement (GSA) with the County of Los Angeles and authorize the City Manager to sign a five-year agreement to be effective from July 1, 2020 to June 30, 2025.

Motion: It was motioned by Mayor Alcantar and seconded by Council Member Lozoya to approve and renew the City's General Services Agreement (GSA) with the County of Los Angeles and authorize the City Manager to sign a five-year agreement to be effective from July 1, 2020 to June 30, 2025. 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

C. Adoption of Proposed Resolution No. 20-09 A Resolution of the City Council of the City of Cudahy Recognizing the State of California-Governor's Office of Emergency Services, Form 130 For Designation of Authorized Agents for Non-State Agencies

Presented by the Human Resources Manager

The City Council is requested to authorize the Acting City Manager to execute the completion of the State of California-Governor's Office of Emergency Services (Cal-OES) Form 130 (attached), and the City Council representatives to confirm the document, and provide a resolution regarding the authorization, execution, and confirmation, and all said documents to be provide to the State of California-Governor's Office of Emergency Services (Cal-OES).

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Council Member Garcia to authorize the Acting City Manager to execute the completion of the State of California-Governor's Office of Emergency Services (Cal-OES) Form 130 (attached), and the City Council representatives to confirm the document, and provide a resolution regarding the authorization, execution, and confirmation, and all said documents to be provide to the State of California-Governor's Office of Emergency Services (Cal-OES). 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

D. Adoption of the Proposed City of Cudahy Emergency Covid-19 Policy Regarding Employee Leave Use and Advanced Paid Leave Policy

Presented by the Human Resources Manager

The City Council is requested to approve proposed City of Cudahy Emergency Covid-19 Policy Regarding Employee Leave Use and Advanced Paid Leave Policy.

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Council Member Garcia to approve proposed City of Cudahy Emergency Covid-19 Policy Regarding Employee Leave Use and Advanced Paid Leave Policy. 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

E. Approve the Contract Services Agreement Between the City of Cudahy and Luis Alvarado Public Affairs LLC

Presented by the City Manager's Office

City Staff is recommending that the City Council approve the attached Contract Services Agreement between the City of Cudahy and Luis Alvarado Public Affairs LLC for certain strategic planning design services, including but not limited to public relations, marketing and media outreach activities related to the Delta Air Lines Fuel Dump Incident.

Motion: It was motioned by Council Member Guerrero and seconded by Vice Mayor Gonzalez to approve the attached Contract Services Agreement between the City of Cudahy and Luis Alvarado Public Affairs LLC for certain strategic planning design services, including but not limited to public relations, marketing and media outreach activities related to the Delta Air Lines Fuel Dump Incident with the addition that the modification of the fee schedule reflecting monthly bases and administrative costs. 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

F. Approve the First Amendment of the Master Services Contract with Willdan Engineering for Interim Building Official and Interim City Engineer Services

Presented by the City Manager's Office

City Staff is recommending that the City Council approve the attached First Amendment to Contract Services Agreement between the City of Cudahy and Willdan Engineering for interim building official and interim city engineer services.

Motion: It was motioned by Council Member Guerrero and seconded by Vice Mayor Gonzalez to approve the attached First Amendment to Contract Services Agreement between the City of Cudahy and Willdan Engineering for interim building official and interim city engineer services and also initiate an RFP process for engineering services within the next few months. 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

7. CLOSED SESSION

- A. Closed Session Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss the Initiation of Litigation – Three Matters
- B. Closed Session Pursuant to Government Code Section 54957 – Public Employee Recruitment
Title of Position Under Consideration: City Manager
- C. Closed Session Pursuant to Government Code Section 54957 – Public Employee Appointment/Employment – Title: Interim City Manager.
- D. Closed Session Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation
Title of Employee: City Manager
- E. Closed Session Pursuant to Government Code Section 54957 – Public Employee Discipline, Dismissal, and Release.
- F. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator
City's Designated Representative: Victor Ponto, City Attorney
Unrepresented Employee: City Manager

8. CLOSED SESSION ANNOUNCEMENT

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

9. ADJOURNMENT

The City Council / Agency meeting was adjourned at 9:09 p.m.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

DRAFT

MINUTES

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

April 21, 2020 6:30 P.M.

1. CALL TO ORDER

Mayor / Chair Alcantar called the meeting to order at 6:34 p.m.

2. ROLL CALL

PRESENT: Council / Agency Member Garcia (arrived at 6:39 p.m.)
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez (arrived at 6:36 p.m.)
Mayor / Chair Alcantar

ABSENT: None

ALSO PRESENT: Acting City Manager Santor Nishizaki, City Attorney, Victor Ponto, Assistant City Clerk, Richard Iglesias, Finance Director, Steven Dobrenen Human Resources Manager Jennifer Hernandez, and Junior Deputy City Clerk, Andres Rangel.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Guerrero.

IT WAS MOTIONED BY COUNCIL MEMBER GUERRERO AND SECONDED BY COUNCIL MEMBER LOZOYA TO PULL BUSINESS SESSION ITEMS 12 A,B, AND D AS WELL AS CLOSED SESSION ITEMS A-G. 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, welcomed Henry Garcia as executive advisor to the city, and asked staff why the agreement was not placed on tonight's agenda.

Council Member Lozoya, welcomed Henry Garcia to the City.

Vice Mayor Gonzalez, welcomed Henry Garcia to the City. He also thanked the city manager as staff for being proactive during the COVID pandemic.

Mayor Alcantar, welcomed Henry Garcia to the City. She went on to announce testing units in the city of Bell over the weekend.

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-F FOR DISCUSSION)

A. Approval of the Local Agency Investment Fund (LAIF) for the Month of November 2019

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of November 2019 in the amount of \$5,048,584.71.

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to approve the Local Agency Investment Fund (LAIF) Report for the month of November 2019 in the amount of \$5,048,584.71. The motion carried (4-1-0) by the following roll call vote:

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

B. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of November 2019

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of \$835,715.61 including Cash and Investment Report by Fund for the month of November 2019.

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to approve the Demands and Payroll in the amount of \$835,715.61 including Cash and Investment Report by Fund for the month of November 2019. The motion carried (4-1-0) by the following roll call vote:

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

C. Approval of the Local Agency Investment Fund (LAIF) for the Month of December 2019

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2019 in the amount of \$5,048,584.71.

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to approve the Local Agency Investment Fund (LAIF) Report for the month of December 2019 in the amount of \$5,048,584.71. The motion carried (4-1-0) by the following roll call vote:

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

D. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of December 2019

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of \$2,866,576.51 including Cash and Investment Report by Fund for the month of December 2019.

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to approve the Demands and Payroll in the amount of \$2,866,576.51 including Cash and Investment Report by Fund for the month of December 2019. The motion carried (4-1-0) by the following roll call vote:

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

E. Approval of the Local Agency Investment Fund (LAIF) for the Month of January 2020

Presented by the Finance Director

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of January 2020 in the amount of \$5,077,584.51.

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of January 2020 in the amount of \$5,077,584.51. The motion carried (4-1-0) by the following roll call vote:

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

F. Approval of the City Demands and Payroll Including Cash and Investment Report for the Month of January 2020

Presented by the Finance Director

The City Council is requested to approve the Demands and Payroll in the amount of \$699,291.67 including Cash and Investment Report by Fund for the month of January 2020.

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to approve the Demands and Payroll in the amount of \$699,291.67 including Cash and Investment Report by Fund for the month of January 2020. The motion carried (4-1-0) by the following roll call vote:

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

G. Consideration to Review and Approve the Draft Minutes of February 18, 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 Special Meeting of the City Council and Successor Agency for March 16, 2020, March 23, 2020, and March 30, 2020

Presented by the City Clerk's Office

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for February 18, 2020, March 16, 2020, March 23, 2020, and March 30, 2020.

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Council Member Guerrero to review and approve the City Council / Successor Agency Draft Minutes for February 18, 2020, March 16, 2020, March 23, 2020, and March 30, 2020. 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

11. PUBLIC HEARING

A. Conditional Use Permit No.38-371 to approve a 50% density bonus permitting three of the nine proposed dwelling units for the development at 7919 Wilcox Avenue in the High Density Residential (HDR) Zone, including associated concessions for the property located at 7919 Wilcox Avenue (APN 6224-003-021)

Presented by the Interim Community Development Director

The City Council is requested to:

1. Open the public hearing to receive comments on the proposed Conditional Use Permit request and then close the public hearing; and
2. Approve Resolution No. 20-11, approving Conditional Use Permit No. 38-371 to allow a 50 percent density bonus of the number of "base" units allowed in the underlying zone, and incorporating affordable housing units.

Motion: It was motioned by Council Member Guerrero and seconded by Council Member Lozoya to table this item to the next regularly scheduled council meeting on May 5, 2020. The motion carried (3-1-0) by the following roll call vote:

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

MAYOR ALCANTAR OPENED THE FLOOR TO PUBLIC COMMENT AT 7:37 PM

Susie de Santiago, asked council if there is a way to send notices to all residents, and not just property owners. She also asked if the public notices can also be translated in Spanish.

Jesse Estrada, asked if the KIPP development project be presented after the COVID pandemic and public notices be sent out in Spanish as well.

MAYOR ALCANTAR CLOSED THE FLOOR TO PUBLIC COMMENT AT 7:42 PM

12. BUSINESS SESSION

A. Consideration and Adoption of an Urgency Ordinance Enacting a Temporary Moratorium on Evictions for Residential and Non-Essential Commercial Tenants

Presented by the City Attorney's Office

The City Council is recommended to adopt an Urgency Ordinance enacting a temporary moratorium on evictions due to the nonpayment of rent for residential and non-essential commercial tenants where failure to pay rent results from income loss resulting from the novel Coronavirus (COVID-19).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING.

B. Consideration and Adoption of an Urgency Ordinance Enacting a Temporary Moratorium on Utility Cutoffs for Both Residential and Commercial Tenants

Presented by the City Attorney's Office

The City Council is recommended to adopt an Urgency Ordinance enacting a temporary moratorium on utility cutoffs for both residential and commercial tenants due to nonpayment where the failure to pay results from income loss resulting from the novel Coronavirus (COVID-19).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING.

C. Adoption of a Proposed Resolution No. 20-10 Amending the City of Cudahy Fiscal Year (FY) 2019-2020 City Budget

Presented by the Finance Director

The City Council is requested to:

1. Receive and file the Fiscal Year (FY) 2019-2020 Mid-Year Budget review and related reports; and
2. Adopt Proposed Resolution No. 20-10 approving the requested amendments to the FY 2019-2020 City Budget as follows: increasing certain revenues in the General Fund by \$305,500, increasing certain General Fund expenditures by \$485,950, and certain Special Revenue fund expenditures by \$24,900.

Motion: It was motioned by Council Member Garcia and seconded by Vice Mayor Gonzalez to table this item to the next regularly scheduled council meeting. 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

- D. Amendment No. 2 to Agreement for Solid Waste and Recyclable Materials Collection Services between the City of Cudahy and Consolidated Disposal Service, LLC. (the “Second Amendment”)

Presented by the City Manager

The City Council is requested to approve the Second Amendment for execution between the City of Cudahy (City) and Consolidated Disposal Services (Republic Services).

ITEM WAS TABLED TO A SUBSEQUENT COUNCIL MEETING

13. COUNCIL DISCUSSION

A. Council Member Guerrero

- i. Adopted Ordinance No. 630, which added Chapter 2.56 of Title 2 of the Cudahy municipal code establishing post-government employment restrictions.

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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Santor Nishizaki, 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: Acting City Manager, Santor Nishizaki 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

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 9:12 p.m.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

DRAFT

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 12th 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 10H

STAFF REPORT

Date: June 16, 2020

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

From: Henry Garcia, Interim City Manager/Executive Director
By: Salvador Lopez Jr., Interim Community Development Manager

Subject: **Adoption of Resolution No. 20-17, Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program**

RECOMMENDATION

The City Council is requested to adopt Resolution No. 20-17, authorizing staff to pursue the Local Early Action Planning (LEAP) Grants Program funding and apply to the California Department of Housing and Community Development.

BACKGROUND/ANALYSIS

The California Department of Housing and Community Development has implemented a grant program, known as LEAP, to provide funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

The technical assistance grant provides allocated funding to cities based on population size. The City of Cudahy is eligible to apply for up to \$150,000 in funding and the City is seeking all available funds. The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to:

- (1) accelerate housing production; and
- (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

DISCUSSION:

The State of California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for grants authorized under the LEAP Grants Program. The City of Cudahy may potentially receive a total of \$150,000 grant funds from HCD, with the submittal of a grant application. Staff is requesting City Council's authorization to proceed and submit a grant application to HCD. Staff is recommending that the following project be included in the LEAP application grant submittal:

- Atlantic Avenue Corridor TOD Area Plan

This Area Plan will provide a planning document that will emphasize accelerating affordable housing production, establish pro-housing policies such as developing transit oriented development standards for new development, local financial incentives for housing, explore reduced parking requirements for residential sites, and establish pre-approved architectural and design guidelines. The Plan will further implement the General Plan and the goal for the Atlantic Avenue District. As stated in the Land Use Section of the General plan;

The Atlantic Avenue corridor will evolve into a grand boulevard, with renewed importance and improved quality of development and businesses. The physical character of the streetscape will be transformed to create pleasant pedestrian linkages between the neighborhoods and Cudahy's business districts. New development will emphasize pedestrian orientation in both site and building design, with active street frontages, well-scaled and designed buildings, and engaging outdoor spaces. New street tree plantings, widened sidewalks, and pedestrian-scaled lighting will transform the public streetscape to create a "great street" experience that communicates the spirit of Cudahy.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This resolution is exempt from the California Environmental Quality Act (Public Resources Code, § 2100, et seq; "CEQA"). The adoption of the proposed resolution is not a "project" under CEQA and the State CEQA Guidelines (14 Cal. Code of Regulations, § 15000, et seq.) as it does not have the "potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, §§ 15060 (c) (2)(3), 15378(a).) Moreover, even if the resolution qualified as a project under CEQA, the Resolution is exempt from CEQA as "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (State CEQA Guidelines, § 15061 (b)(3).)

CONCLUSION

Staff recommends that the City Council adopt Resolution No. 20-17, authorizing staff to pursue the Local Early Action Planning (LEAP) Grants Program funding and apply to the California Department of Housing and Community Development.

FISCAL IMPACT

If awarded the full amount requested, \$150,000, the City will have potential funds to implement the costs associated with the creation and implementation of the *Atlantic Avenue Corridor Transit Oriented Development Area Plan*.

ATTACHMENTS:

- A. Resolution No. 20-17

RESOLUTION NO. 20-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS.

WHEREAS: Pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS: The City Council of the City of Cudahy desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS: The Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

NOW THEREFORE, the City Council of the City of Cudahy hereby Find, Determine and Resolve as Follows:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package; and

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Cudahy is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$150,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant' obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 16th day of June 2020.

Elizabeth Alcantar
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, do hereby certify that the foregoing Resolution No. 20-17 was introduced and adopted at a regular meeting of the City Council of the City of Cudahy held on the 16th day of June 2020.

AYES:

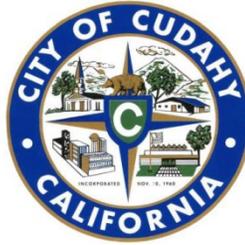
NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Assistant City Clerk

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Item Number 101

STAFF REPORT

Date: June 16, 2020

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

From: Henry Garcia, Interim City Manager/ Executive Director
By: Aaron Hernandez-Torres, PE, Assistant City Engineer

Subject: **Adoption of Resolution No. 20-18 Approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2020-21 to comply with the Road Repair and Accountability Act of 2017 (SB1 BEALL)**

RECOMMENDATION

The City Council is requested to adopt Resolution No. 20-18, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2020-21 to comply with the Road Repair and Accountability Act of 2017 (SB1 Beall).

BACKGROUND

1. On April 28, 2017, the Governor signed Senate Bill SB 1 (Beall, Chapter 5, Statute 2017) (SB1 Beall), which is known as the Road Repair and Accountability Act of 2017 to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system. SB1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.
2. On October 9, 2017, the Cudahy City Council adopted Resolution No. 17-19, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2017-18 to comply with the road repair and accountability Act of 2017 (SB1 BEALL).
3. On November 1, 2017, the State Controller started to deposit this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032 (h) for basic road maintenance,

rehabilitation, and critical safety projects on the local streets and road systems.

4. On April 17, 2018, the Cudahy City Council adopted Resolution No. 18-15, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2018-19 to comply with the road repair and accountability Act of 2017 (SB1 BEALL).
5. On April 16, 2019, the Cudahy City Council adopted Resolution No. 19-11, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2019-20 to comply with the road repair and accountability Act of 2017 (SB1 BEALL).

ANALYSIS

Road Maintenance and Rehabilitation Account (RMRA), SB1 Beall

The Road Repair and Accountability Act of 2017 (SB1 Beall) is a significant new investment in California's transportation systems of about \$5.2 billion per year. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilizes the problematic price-based fuel tax rates and provides for inflationary adjustments to rates in future years. The Act will more than double local streets and road funds allocated through the Highway Users Tax Account, allocating funds from new taxes through a new "Road Maintenance and Rehabilitation Account (RMRA). Pursuant to Streets and Highways Code Section 2030, RMRA local streets and roads allocations must be used for projects "that include, but are not limited to," the following:

- Road maintenance and rehabilitation;
- Safety projects;
- Railroad grade separations;
- Traffic control devices; and
- Complete street components, "including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project."

Maintenance of Effort: RMRA

The Road Repair and Accountability Act contains a local agency Maintenance Of Effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new road funds do not supplant existing levels of city and county general revenue spending on streets and roads. For example, if a City had programmed certain General Funds for streets and road repairs; the City cannot remove the General Fund monies and replace them with new SB1 monies to fund an existing street and road repairs

program/expenditures. The MOE for the receipt of RMRA funds state that a city or county must maintain general fund spending for street, road, and highway purposes at no less than the average of FY 2009-10, FY 2010-11, and FY 2011-12 years. In making this calculation an agency may exclude one-time funds. A city or county that fails to comply in a particular year may make it up with additional expenditures in the following year. The Act provides that the State Controller may perform audits to ensure compliance with these MOE rules. If the State Controller determines that a city or county has not met its MOE, the agency will be required to reimburse the state for the funds it received during that fiscal year. However, a city or county that fails to comply in a particular fiscal year may expend during that fiscal year and the following fiscal year a total amount that is sufficient to comply. Any funds withheld or returned as a result of a failure to comply will be reapportioned to the other counties and cities whose expenditures are in compliance.

Spending Plans and Reports: RMRA

The Road Repair and Accountability Act stipulates that, prior to receiving RMRA funds in a fiscal year, a city or county must submit to the California Transportation Commission (CTC) a project list pursuant to an adopted City's resolution. The list must include the following for each project: description, location, schedule, useful life. [Streets and Highways Code Sec 2034(a)] The Road Repair and Accountability Act also requires that a city or county submit to the CTC an annual report of project completion in order to receive RMRA funds. The report must include descriptions of all projects for which RMRA funds were expended including: description; location; funds expended, completion date and estimated useful life of the project.

In order to receive an allocation or apportionment pursuant to Section 2032, the city or county shall annually expend from its general fund for street, road, and highway purposes an amount not less than the annual average of its expenditures from its general fund during the Fiscal Years 2009–10, 2010–11, and 2011–12, as reported to the Controller pursuant to Section 2151.

The City's allocation for FY 2020-21 is estimated to be \$417,017 per Attachment B of Local Streets and Roads Estimates: 2019-20, 2020-21 Including Highway Users Tax Account (HUTA) and Road Maintenance and Rehabilitation Account (RMRA) dated May 15, 2020 (Page 4 of 14) Local Streets and Roads – Projected FY2020-21 Revenues (Based on State Dept. of Finance statewide revenue projections as of May 20, 2020).

The City's required local Maintenance of Effort (MOE) amount for FY 2020-21 is estimated to be \$0 as shown on the table below:

Maintenance of Effort - General Fund for Streets & Roads - Estimated Unofficial

Road Maintenance and Rehabilitation Account per Streets & Hwys Code Sec 2036 ¹
 revised est: 08/07/2017

Streets and Roads Annual Report - Reported General Fund for Street Purposes					
FY2009-10	FY2010-11	FY2011-12	Average	Adjustment	RMRA M.O.E.

CUDAHY	0	0	0	0	0
SILVER CITY	4,427,507	3,700,000	3,700,000	3,820,000	3,820,000

Total amount for the RMRA for FY2020-21 is \$417,07 plus RMRA MOE (\$0) equals \$417,017. This total amount will be allocated to the proposed project identified below.

City of Cudahy Use of SB1 Funds and the Required Local Match

As indicated above, the City’s MOE is \$0 and the State’s allocation for FY 2020-21 is \$417,017 which means the City would be required to expend \$0 in approved projects in order to receive the allocated funds of \$417,017.

The following project is proposed for FY 2020/21 SB1 Funding:

Project Name	From	To
Santa Ana Street Improvement Project	Atlantic Avenue	Salt Lake Avenue

The “Santa Ana Street Improvement Project” scope of work is eligible and consistent with SB1 program funding guidelines. The project scope of work consists of the street rehabilitation, which may include one or more of the following items: asphalt concrete restoration (grind & cap and/ or surface treatment application such as microsurfacing or slurry seal); construction of concrete medians and pedestrian crosswalks; removal and replacement of damaged sidewalks, driveways, curb & gutters, as well as ADA and traffic safety improvements; and traffic striping. These street improvements scope of work (Road Rehabilitation) is an eligible use/expense for RMRA funding under SB1 Program Guidelines SHC Section 2030(b)(1).

CONCLUSION

City Council approval of the proposed Resolution 20-18, approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2020-21 to comply with the Road Repair and Accountability Act 2017 (SB1 Beall), will bring approximately \$417,017 in Road Maintenance and Rehabilitation Account (RMRA) funds to Cudahy for street rehabilitation eligible projects per the Road Repair and Accountability Act of 2017 (SB1 Beall). This time FY 2020-21 funds will be used to fund the “Santa Ana Street Improvement Project” per SHC Section 2030(b) of the

SB1 Program Guidelines.

Failure to approve this Resolution will prevent the City from receiving monies from RMRA Funding per the above mentioned Road Repair and Accountability Act of 2017 (SB1 Beall).

FINANCIAL IMPACT

The proposed SB1 Project will be included in the FY 2020-21 City's Budget and future budgets (SB1–RMRA funds). Since there is no General Fund Maintenance of Effort -MOE- (Local Match) for Cudahy, no City's General Funds will be used for this project.

Accordingly, no General Fund Maintenance of Effort -MOE- (Local Match) allocation will be required in FY 2020-21 and future years for Cudahy to be eligible to receive an estimated \$417,017 in annual RMRA funds.

It is anticipated that the City will receive \$417,017 from the RMRA Fund for FY 2020-21. Staff has proposed that those funds be used towards the proposed 2020-21 RMRA Street Rehabilitation Project under SHC Section 2030(b).

ATTACHMENTS

- A. Resolution 20-18 approving the Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2020-21 to comply with the Road Repair and Accountability Act 2017 (SB1 Beall)
- B. Local Streets and Road Funding Program Project List for Fiscal Year (FY) 2020-21 to comply with the Road Repair and Accountability Act 2017 (SB1 Beall)

RESOLUTION NO. 20-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, APPROVING THE LOCAL STREETS AND ROAD FUNDING PROGRAM PROJECT LIST FOR FISCAL YEAR (FY) 2020/21 TO COMPLY WITH THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1 BEALL)

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, The Road Repair and Accountability Act stipulates that, prior to receiving RMRA funds in a fiscal year, a city or county must submit to the California Transportation Commission (CTC) a project list pursuant to an adopted resolution, and

WHEREAS, the City will receive an estimated \$417,017 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets Citywide, add active transportation infrastructure throughout the City this year and various similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in "at-low-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant benefits citywide.

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

SECTION 1. Pursuant to SB 1, Council approves the following list of projects, set forth on Exhibit A, to be submitted to CTC:

Project Name	From	To
Santa Ana Street Improvement Project	Atlantic Avenue	Salt Lake Avenue

The “Santa Ana Street Improvement Project” scope of work is eligible and consistent with SB1 program funding guidelines. The project scope of work consists of the street rehabilitation, which may include one or more of the following items: asphalt concrete restoration (grind & cap and/ or surface treatment application such as microsurfacing or slurry seal); construction of concrete medians and pedestrian crosswalks; removal and replacement of damaged sidewalks, driveways, curb & gutters, as well as ADA and traffic safety improvements; and traffic striping. These street improvements scope of work (Road Rehabilitation) is an eligible use/ expense for RMRA funding under SB 1 Program Guidelines SHC Section 2030(b)(1).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 16th day of June 2020.

Elizabeth Alcantar
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, do hereby certify that the above and foregoing Resolution No. 20-18, signed by the Mayor and attested by the Assistant City Clerk at a meeting of said City Council of the City of Cudahy held on this 16th day of June 2020, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Iglesias
Assistant City Clerk

Exhibit A
LSR Project List

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:	
Cudahy		Aaron Hernandez-Torres, P. E.	
		(323) 773-5143	
LoCode:	5369	ahernandez@cityofcudahyca.gov	

FY
20/21

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	Santa Ana Street Improvement Project	The "Santa Ana Street Improvement Project" scope of work is eligible and consistent with SB1 program funding guidelines. The project scope of work consists of the street rehabilitation, which may include one or more of the following items: asphalt concrete restoration (grind & cap and/ or surface treatment application such as microsurfacing or slurry seal); construction of concrete medians and pedestrian crosswalks; removal and replacement of damaged sidewalks, driveways, curb & gutters, as well as ADA and traffic safety improvements; and traffic striping. These street improvements scope of work (Road Rehabilitation) is an eligible use/expense for RMRA funding under SB1 Program Guidelines SHC Section 2030(b)(1).	Santa Ana Street from Atlantic Avenue to Salt Lake Avenue	01/2021	12/2021	10	20
PP02							
PP03							
PP04							
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							

Local Streets and Roads Program

Agency Name:	Agency Contact:	
Cudahy	Aaron Hernandez-Torres, P. E.	
	(323) 773-5143	
	ahernandez@cityofcudahyca.gov	
LoCode:	5369	

FY	
20/21	

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)
				Pre-Construction	Construction	
PP13						
PP14						
PP15						
PP16						
PP17						
PP18						
PP19						
PP20						
PP21						
PP22						
PP23						
PP24						
PP25						
PP26						
PP27						
PP28						
PP29						
PP30						
PP31						
PP32						
PP33						
PP34						
PP35						

Local Streets and Roads Program

Agency Name:	Agency Contact:	
Cudahy	Aaron Hernandez-Torres, P. E.	
	(323) 773-5143	
	ahernandez@cityofcudahyca.gov	
LoCode:	5369	

FY	
20/21	

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP36							
PP37							
PP38							
PP39							
PP40							
PP41							
PP42							
PP43							
PP44							
PP45							
PP46							
PP47							
PP48							
PP49							
PP50							



Item Number 12A

STAFF REPORT

Date: June 16, 2020
To: Honorable Mayor and Members of the City Council
From: Henry Garcia, Interim City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Approval of Resolution No. 20-19 Creating an Independent Citizens' Oversight Committee in Accordance with Measure R Compliance Guidelines**

RECOMMENDATION

The City Council is requested to approve Resolution No. 20-19, creating an independent citizens' oversight committee to be in compliance with Measure R guidelines.

BACKGROUND

1. On June 5, 2018, the City Council of the City of Cudahy (the "City") approved Resolution No. 18-26, which (i) called for and gave notice of a General Municipal Election to be held on Tuesday, November 6, 2018 for the conduct of election contests for three of the City's five City Council seats; (ii) requested consolidation of such election with the County of Los Angeles; (iii) requested that the County of Los Angeles provide specific election administration services; (iv) adopted regulations for candidates for elective office for such election regarding candidate statements; and (v) provided for the determination of tie votes by lot unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote.
2. On August 7, 2018, the City Council adopted Resolution 18-41 giving notice of the submission of a ballot measure question to the voters of the City concerning the enactment of a temporary three-quarter percent transactions and use tax to be implemented as a general use tax for a period of ten years. (Measure R).
3. On August 7, 2018, the City Council also approved Ordinance No. 692 for first hearing. A second hearing was scheduled for December 18, 2018 provided that the ordinance may not take effect unless approved by Cudahy voters at the November 6th General Municipal

Election.

4. On November 6, 2018, the General Municipal Election was held and semi-official results were tabulated (election night tally did not include provisional ballots nor Vote by Mail ballots that were dropped off at polling places). The Los Angeles County Registrar-Recorder/County Clerk (RR/CC) continued counting ballots through the Official Election Canvass period through the end of November.
5. On December 5, 2018, the City Clerk received the Certificate of the Canvass of the Election Returns completed and certified by the RR/CC for the November 6, 2018 General Municipal Election. In addition to identifying the candidates for elective office of the City who have been elected to the City Council, the Certificate of the Canvass of Election Returns also indicated that the transactions and use tax measure referenced above was approved by Cudahy voters.
6. On December 18, 2018, the City Council confirmed and ratified adoption of Ordinance No. 692 (second reading), establishing a temporary three-quarter percent (3/4%) transactions and use tax to be implemented as a general tax for a period of ten (10) years commencing from the statutorily authorized implementation date of the tax.

ANALYSIS

The City's three-quarter percent (3/4%) transaction and use tax (Measure R) is a voter approved general sales tax that raises approximately \$750,000 annually. Measure R's raised revenue is placed in the City's general fund and is used to improve city park facilities, as well as city streets and public infrastructure improvements. The revenue also assists the City in providing services such as senior and youth services and programs while also preventing significant cuts to essential services, such as graffiti removal efforts, and other services that increase residents' quality of life.

Measure R is in accordance with the provisions of part 1.6 of Division 2 of the Revenue and Taxation Code and Section 7285. Of Part 1.7 of Division 2 which authorized the City to adopt this tax ordinance when majority of the voters approved the imposition of the tax on the November 6, 2018 General Municipal Election.

Likewise, the City contracted with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance.

Per section 3.125.170 of Ordinance 692, the City Council is also mandated to establish a Transactions and Use Tax Fiscal Oversight Committee. The purpose of the Oversight Committee is to analyze projections for annual tax revenues. The committee may make non-binding recommendations to the City Council. The issuance of recommendations by the Oversight Committee shall not be a condition precedent to the City Council's ability to approve the city's annual general fund budget in any given year (Attachment B).

The Oversight Committee shall consist of a maximum (5) five members, which would be appointed by City Council, consist of at least three (3) members and shall have any additional responsibilities prescribed by resolution, subject to Council approval. Council Members may be appointed to the Oversight Committee, if the Council sees fit, but the committee may not include more than two (2) members of the City Council. Moreover, the Cudahy Finance Department shall be the division responsible for providing administrative support as well as analytical and technical assistance to the Oversight Committee.

CONCLUSION

It is recommended that the City Council establish Resolution No. XX, creating an independent citizens' oversight committee and be in compliance with Measure R guidelines. If not approved, the City would not be compliant to section 3.25.170 established by Ordinance No. 692.

FINANCIAL IMPACT

There is no foreseeable financial impact associated with the approval of Resolution No. 20-19.

ATTACHMENTS

- A. Resolution No. 20-19.
- B. Ordinance No. 692

RESOLUTION NO. 20-19

A RESOLUTION OF THE CITY OF CUDAHY CITY COUNCIL CREATING AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE

WHEREAS, at its Regular Meeting of June 5, 2018, the City Council of the City of Cudahy (the "City") approved Resolution No. 18-26, which (i) called for and gave notice of a General Municipal Election to be held on Tuesday, November 6, 2018 for the conduct of election contests for three of the City's five City Council seats; (ii) requested consolidation of such election with the County of Los Angeles; (iii) requested that the County of Los Angeles provide specific election administration services; (iv) adopted regulations for candidates for elective office for such election regarding candidate statements; and (v) provided for the determination of tie votes by lot unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote;

WHEREAS, at its Regular Meeting of August 7, 2018, the City Council also called for the placement of a temporary three-quarter percent (3/4%) transactions and use tax to be implemented as a general tax added on to the existing County-wide sales tax, on to the November 6, 2018 ballot by approval of Resolution No. 18-41 at the City Council's Regular Meeting of August 7, 2018; and

WHEREAS, on November 6, 2018 Measure R was approved by City voters, later adopting Ordinance No. 692 by second hearing at its Regular Meeting on December 18, 2018.

WHEREAS, section 3.125.170 of Ordinance No. 692 mandates the establishment of an independent Citizens' Oversight Committee which will, among other things, analyze annual tax revenue projections, and make non-binding recommendations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY RESOLVES AS FOLLOWS:

Section 1: There is hereby created an advisory committee to be known as the "Independent Citizens' Oversight Committee" ("Committee"), for the purpose of reviewing on at least an annual basis the City's expenditure of revenues generated by the Measure.

Section 2: The Committee shall be composed of a three (3) to five (5) member body appointed by the Council. The committee can include up to two (2) members of the Council.

Section 3: The purpose of the Committee shall be to review annual audit reports related to the Measure. The committee may make non-binding recommendations to the City Council.

Section 4: The Finance Department shall provide the Committee with technical and administrative assistance in furtherance of its purpose.

Section 5: Recommendations provided by the Oversight Committee shall not be a condition precedent to the City Council's ability to approve the City's annual general fund budget in any given year.

Section 6: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the adoption and passage of this resolution and required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 16th day of June 2020.

Elizabeth Alcantar
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. 20-19, 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 16th day of June 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Assistant City Clerk

ORDINANCE NO. 692

AN ORDINANCE OF THE CITY OF CUDAHY ESTABLISHING A TEMPORARY THREE-QUARTER PERCENT (3/4%) TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, at its Regular Meeting of June 5, 2018, the City Council of the City of Cudahy (the "City") approved Resolution No. 18-26, which (i) called for and gave notice of a General Municipal Election to be held on Tuesday, November 6, 2018 for the conduct of election contests for three of the City's five City Council seats; (ii) requested consolidation of such election with the County of Los Angeles; (iii) requested that the County of Los Angeles provide specific election administration services; (iv) adopted regulations for candidates for elective office for such election regarding candidate statements; and (v) provided for the determination of tie votes by lot unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in a tie vote; and

WHEREAS, at its Regular Meeting of July 3, 2018, the City Council adopted Resolution No. 18-33, calling and giving notice of a Special Municipal Election to be held Tuesday, November 6, 2018 for the purpose of filling a vacancy to a City Council seat and providing that the Special Municipal Election be consolidated with the County-administered General Municipal Election; and

WHEREAS, in addition to the election contests for four of the City's five City Council seats called for under Resolution Nos. 18-26 and 18-33, the City Council also called for the placement of a temporary three-quarter percent (3/4%) transactions and use tax to be implemented as a general tax added on to the existing County-wide sales tax, on to the November 6, 2018 ballot by approval of Resolution No. 18-41 at the City Council's Regular Meeting of August 7, 2018; and

WHEREAS, the ballot measure question seeking approval of this Ordinance appeared as follows:

Cudahy Services Preservation Measure	Yes
To maintain and improve City services such as senior and youth services and programs and prevent significant cuts to essential services, including graffiti removal efforts, expanding and improving City park facilities, fixing City streets and public infrastructure, shall the City establish a three-quarter percent transactions and use (sales) tax to raise approximately \$750,000 annually, with annual financial audits, expenditure reports, and financial oversight, which will expire in 10 years?	No

WHEREAS, the transactions and use tax was presented to the voters as Measure "R" at the November 6, 2018 General Municipal Election at which Measure "R" received a majority of the votes cast; and

WHEREAS, Revenue and Taxation Code Section 7251, et seq. authorizes municipalities to establish local transactions and use taxes which can be added on to the existing County-wide sales tax; and

WHEREAS, Revenue and Taxation Code Section 7285.9 authorizes the legislative bodies of cities to levy a transactions and use tax for general revenue purposes pursuant to Section 7251, et seq. following approval by a two-thirds vote of the city council and approval by a majority vote of the qualified voters of the city; and

WHEREAS, this ordinance (the "Ordinance") proposes to implement a temporary three-quarter percent (3/4%) transactions and use tax to be implemented as a general tax for a period of ten (10) years commencing from the statutorily authorized implementation date of the tax; and

WHEREAS, the transactions and use tax is a general tax, the revenue of which is to be placed in the City's general fund and used to pay for important general City services; and

WHEREAS, the City Council approved this Ordinance for first reading at a public hearing conducted as part of its Regular Meeting of August 7, 2018 and approved the Ordinance for second reading at its meeting of December 18, 2018, provided that the Ordinance may not take effect unless approved by Cudahy voters at the General Municipal Election of November 6, 2018; and

WHEREAS, the Ordinance, by its terms, shall only take effect if the ballot measure requesting its approval is approved by a majority of Cudahy voters at the General Municipal Election of November 6, 2018; and

WHEREAS, at the General Municipal Election of Tuesday, November 6, 2018, Cudahy voters approved the measure requesting approval of this Ordinance by a margin of 60.32 % voting in favor ("Yes") and 39.68% voting in opposition ("No"); and

WHEREAS, the election results were certified at the City Council's meeting of December 18, 2018 by way of Resolution No. 18-67.

THE PEOPLE OF THE CITY OF CUDAHY, CALIFORNIA, DO ORDAIN AS FOLLOWS:

Section 1. The recitals stated above are true and correct and incorporated herein.

Section 2. A new Chapter 3.25 entitled "Cudahy Temporary Transactions and Use Tax" is hereby added to Title 3 (Revenue and Finance) of the Municipal Code of the City of Cudahy and shall state the following:

Chapter 3.25

Cudahy Temporary Transactions and Use Tax

Sections:

- 3.25.010 Title.**
- 3.25.020 Operative Date.**
- 3.25.030 Purpose.**
- 3.25.040 Contract with State.**
- 3.25.050 Transactions Tax Rate.**
- 3.25.060 Place of Sale.**
- 3.25.070 Use Tax Rate.**
- 3.25.080 Adoption of Provisions of State law.**
- 3.25.090 Limitations on Adoption of State Law and Collection of Use Tax**
- 3.25.100 Permit Not Required.**
- 3.25.110 Exemptions and Exclusions.**
- 3.25.120 Amendments.**
- 3.25.130 Enjoining Collection Forbidden.**
- 3.25.140 Severability.**
- 3.25.150 Effective Date.**
- 3.25.160 Termination Date.**
- 3.25.170 Mandatory Fiscal Oversight Committee.**

3.25.010 Title.

This chapter shall be known as the "Cudahy Temporary Transactions and Use Tax." The City of Cudahy hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.25.020 Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than one hundred and ten (110) calendar days after the adoption of the ordinance codifying this chapter, the date of such adoption being as set forth below.

3.25.030 Purpose.

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.*
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.*
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.*
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.*

3.25.040 Contract with State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the

operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.25.050 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of three-fourths percent (3/4%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.25.060 Place of Sale.

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.25.070 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of three-fourths percent (3/4%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.25.080 Adoption of Provisions of State law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.25.090 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. *Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:*
1. *The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;*
 2. *The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this chapter.*
 3. *In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:*
 - a. *Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;*
 - b. *Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.*
 4. *In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.*
- B. *The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.*

3.25.100 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.25.110 Exemptions and Exclusions.

- A. *There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.*
- B. *There are exempted from the computation of the amount of transactions tax the gross receipts from:*
 - 1. *Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.*
 - 2. *Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:*
 - a. *With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and*

continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. *For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.*
 6. *Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.*
 7. *"A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.*
- D. *Any person subject to use tax under this chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.*

3.25.120 Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.25.130 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.25.140 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

3.25.150 Effective Date.

This chapter relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

3.25.160 Termination Date.

The authority to levy the tax imposed by this chapter shall expire on the 10th anniversary of the Operative Date, unless prior to such expiration the matter is again submitted, and approved by, the voters.

3.25.170 Mandatory Fiscal Oversight Committee.

The City Council shall also establish a Transactions and Use Tax Fiscal Oversight Committee ("Oversight Committee"). Prior to the start of each city fiscal year, the Oversight Committee shall endeavor to analyze projections for the tax revenues generated pursuant to this chapter and make non-binding, written recommendations to the City Council by or before the date the City Council approves the city's upcoming, annual general fund budget. The foregoing notwithstanding, the issuance of

written recommendations by the Oversight Committee shall not be a condition precedent to the City Council's ability to approve the city's annual general fund budget in any given year. The Oversight Committee shall consist of at least three (3) members and shall have such composition, structure and additional responsibilities as the City Council may prescribe by resolution. The Oversight Committee may not include more than two (2) members of the City Council. Each committee member shall serve at the pleasure of the person or body responsible for appointing the committee member, whichever the case may be. The Cudahy Finance Department shall be the division responsible for providing administrative support as well as analytical and technical assistance to the Oversight Committee.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 4. This Ordinance shall become effective immediately upon the following conditions: (i) approval by two-thirds vote of the City Council; (ii) approval of the Ordinance by majority of the voters casting votes at the General Municipal Election of November 6, 2018; (iii) certification of all votes cast by the City Council confirming that a majority of the voters have approved this Ordinance; and (iv) confirmation of approval of this Ordinance by the City Council upon certification of election results.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy, State of California, on this 18th day of December 2018, by the following vote:



Chris Garcia
Mayor

ATTEST:



Richard Iglesias
Deputy City Clerk

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

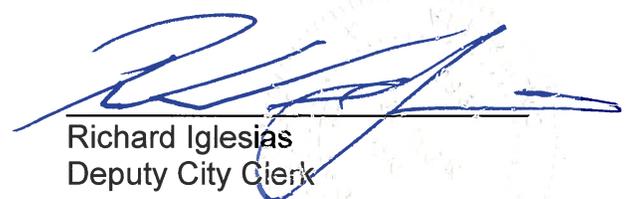
I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 18th day of December 2018, and that said Ordinance was adopted by the following vote, to-wit:

AYES: Gonzalez, Markovich, Sanchez, Hernandez, and Garcia

NOES: None

ABSENT: None

ABSTAIN: None



Richard Iglesias
Deputy City Clerk



Item Number 12B

STAFF REPORT

Date: June 16, 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: **Approve Proposed Resolution No. 20-20 Pertaining to the City of Cudahy's General Municipal Election to be held Tuesday, November 3, 2020**

RECOMMENDATION

The City Council is requested to:

1. Approve proposed Resolution No. 20-20 calling for and giving notice of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of two City Councilmembers;
2. Consolidate election with the County of Los Angeles with all elections held on such date;
3. Request the County of Los Angeles to provide specific election administration services for such election;
4. Adopt regulations for candidates for elective office for such election regarding candidate statements; and
5. Provide for the determination of tie votes by lot unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in the tie vote.

BACKGROUND

The City of Cudahy, as a general law city, is required under the provisions of the State of

California to hold a General Municipal Election to elect its municipal officers. The City's General Municipal Elections are held the first Tuesday after the first Monday in November of each even-numbered year. The City Council is comprised of five members, and currently, two of these members have terms that will expire in November 2020.

ANALYSIS

The purpose of this election is for the voters to elect two members of the City Council for the full term of four years. Consolidating the elections will allow the City of Cudahy, City of Los Angeles, Los Angeles Unified School District (LAUSD), and the Los Angeles Community College District (LACCD) to share the cost of conducting the election in the impacted areas (e.g., polling place operations, sample ballot mailing, etc.) thus reducing a proportionate share of the cost to all participating jurisdictions.

Under this Resolution, tie votes will be determined by lot pursuant to Elections Code Section 15651(a) unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in the tie vote.

CONCLUSION

By consolidating with the County of Los Angeles and ensuring the Los Angeles County Register / Recorders County Clerk / Elections Division conducts the City of Cudahy's 2020 General Municipal Elections allows for full transparency and shared cost. Additionally, consolidating the elections will eliminate the need for voters to vote a separate ballot at the same polling place or worse, go to different polling places to vote.

FINANCIAL IMPACT

The upcoming City's General Municipal Election, to be held Tuesday, November 3, 2020, will have a financial impact to the general fund of approximately \$53,500.

ATTACHMENTS

A. Proposed Resolution No. 20-20

RESOLUTION NO. 20-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020 FOR THE ELECTION OF TWO CITY COUNCILMEMBERS; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE COUNTY OF LOS ANGELES WITH ANY AND ALL ELECTIONS HELD ON SUCH DATE; (3) REQUESTING THE COUNTY OF LOS ANGELES TO PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES FOR SUCH ELECTION; (4) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE FOR SUCH ELECTION REGARDING CANDIDATE STATEMENTS; AND (5) PROVIDING FOR THE DETERMINATION OF TIE VOTES BY LOT UNLESS THE CITY COUNCIL ADOPTS THE PROVISIONS OF ELECTIONS CODE SECTION 15651(b) PRIOR TO THE CONDUCT OF THE ELECTION RESULTING IN THE TIE VOTE

WHEREAS, under the provision of the laws relating to general law cities in the State of California, a General Municipal Election of the City of Cudahy (the "City") shall be conducted on Tuesday, November 3, 2020, for the election of the following municipal officers: City Councilmember – two (2) offices for four year terms; and

WHEREAS, it is desirable that the City's November 3, 2020 General Municipal Election be consolidated with any and all elections to be administered by Los Angeles County (the "County") on the same date and that the City have the same precincts, vote centers, and election officers within the City for such election; and

WHEREAS, the City Council wishes for the Office of the Registrar-Recorder/County Clerk for the County (the "County Clerk") to canvass the returns of the City's November 3, 2020 General Municipal Election; and

WHEREAS, the City seeks the provision of election services from the County relating to the conduct of the City's November 3, 2020 General Municipal Election; and

WHEREAS, the City Council approves the printing of the General Municipal Election information for the election to be held on Tuesday, November 3, 2020, in the foreign languages requiring translation pursuant to the Voting Rights Act of 1965; and

WHEREAS, Elections Code Section 13307 provides that the City may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation, and mailing of candidate statements as filed with the elections officer; and

WHEREAS, the City shall compensate the County for all necessary expenses

incurred by the County in performing election services for the City; and

WHEREAS, tie votes shall be determined by lot unless the City Council adopts the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in the tie vote..

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, the City Council hereby calls and orders a General Municipal Election on Tuesday, November 3, 2020, to be held in the City of Cudahy for the purpose of electing two City Councilmembers for the full term of four years.

SECTION 2. Pursuant to the requirements of Elections Code section 10403, it is respectfully requested that the Board of Supervisors of the County consent and agree to the consolidation of the City's General Municipal Election on Tuesday, November 3, 2020 with the County-administered election of the same date.

SECTION 3. In connection with the County Registrar's administration of the City's November 3, 2020 General Municipal Election, the City further requests that the County Registrar be authorized and directed to: (a) review and verify vote by mail voter applications and signatures; (b) conduct registered voter verifications (including signature verifications) associated with the processing of any proposed General Municipal Election ballot measure; (c) provide the City of Cudahy with the appropriate election precinct data, to the extent required; (d) make available to the City of Cudahy such election facilities, ballot casting equipment and assistance as may be necessary to conduct the election in compliance with state law and the Board of Supervisor's approval; (e) canvass the election returns; (f) print and supply ballots for the election; (g) mail the City of Cudahy's sample ballots, including ballot measure question, arguments, rebuttals and impartial analysis; and (h) administer the City of Cudahy's General Municipal Election in all respects as if it were part and parcel of any other County Registrar administered election, implementing all such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

SECTION 4. The City of Cudahy shall reimburse the County Registrar for any costs associated with the administration of the City November 3, 2020 General Municipal Election.

SECTION 5. The City hereby consents to have its General Municipal Election on Tuesday, November 3, 2020 consolidated with any and all elections conducted on such date within the County.

SECTION 6. That the ballots to be used at the election shall be in form and content as required by law or as directed by the County Clerk to facilitate the consolidation of the City's November 3, 2020 General Municipal Election with the County-administered election of the same date.

SECTION 7. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 8. The vote centers for the election shall be open as required during the identified voting period pursuant to California Elections Code sections 4007 and 14401.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 10. Pursuant to Section 13307 of the Elections Code, each candidate for elective office to be voted for at the City's November 3, 2020 General Municipal Election may prepare a candidate statement on a form acceptable to the County Registrar and made available through the City Clerk.

SECTION 11. Pursuant to Section 13307(a)(1) of the Elections Code candidate statements **may** include the following:

- (A) The name, age, and occupation of the candidate; and
- (B) A brief description of no more than 200 words of the candidate's education and qualifications as expressed by the candidate himself or herself.

SECTION 12. Pursuant to Elections Code Section 13307(a)(1), candidate statements **shall not** include the following:

- (A) The party affiliation of the candidate; or
- (B) References to membership or activity in partisan political organizations.

SECTION 13. All prospective candidates should be aware of the holding in *Dean v. Superior Court* (1998) 62 Cal.App.4th 638, which holds that a statement prepared by a candidate for inclusion in the voters' pamphlet **may not** include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates, in an abundance of caution, should avoid making any reference to opponents in their candidate statements. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

SECTION 14. The candidate statement shall be filed in typewritten form at the Office of the City Clerk at the time the candidate's nomination papers are filed. The candidate statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 15. Subject to any logistical constraints imposed by the County Registrar by virtue of consolidation, the City Clerk shall have translated (from the English to relevant foreign languages authorized under the Voting Rights Act of 1965) and printed in the sample ballot only the candidate statement of those candidates who request such translation and printing at the time of filing of the candidate statement.

SECTION 16. No candidate for any elected office of the City shall be permitted to include additional materials in the sample ballot.

SECTION 17. Each candidate for any of the offices to be elected at the General Municipal Election to be conducted on November 3, 2020, who files a candidate statement shall, as a condition of having his or her candidate statement included in the voters' pamphlet, concurrently deposit with the City Clerk an amount, as reasonably estimated by the City Clerk, to pay in advance his or her estimated *pro rata* share of the actual costs of printing and handling such candidate statements incurred by the City of Cudahy and/or the County Clerk as a result of providing such service at the time of filing such statement with the City Clerk. In the event that the amount paid as a deposit by a candidate includes overpayment of actual costs incurred by the City of Cudahy and/or the County Clerk, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days following the date of the election.

SECTION 18. The City Clerk shall provide each candidate or candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 19. The City Council has determined that the action to be taken in the event of a tie vote is as follows: by lot pursuant to Elections Code Section 15651(a), unless the City Council adopts the provisions of Elections Code 15651(b) prior to the conduct of the election resulting in the tie vote.

SECTION 20. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 21. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 22. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 23. That the City Clerk shall forward without delay, a copy of said resolution to the Los Angeles County Board of Supervisors and the Los Angeles County Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 16th day of June 2020.

Elizabeth Alcantar
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.20-20 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 16th day of June, 2020, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Assistant City Clerk