

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 3259 0968

<https://us02web.zoom.us/j/81732590968>

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, August 18, 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

5. CLOSED SESSION 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 on closed session matters. During this time, members of the public are permitted to speak for three (3) minutes concerning only items on closed session.)

RECESS TO CLOSED SESSION

At this time, City Council will meet in closed session to go over items of business on the closed session agenda. Closed session discussion will end at 7:30 p.m. At that time, City Council will have the option to continue discussing closed session items after deliberating on all agenda items or continue the discussion to the next regular meeting. Once closed session is complete and the City Council returns from closed session into open session, members of the public may then rejoin the proceedings.

6. 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)(1) – Conference with Legal Counsel to discuss existing litigation – Cudahy Citizens v. City of Cudahy, et al. (Case No. BS174212)

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

RECONVENE TO OPEN SESSION

7. CLOSED SESSION ANNOUNCEMENT

8. 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 council agenda.)

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

9. 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.)

10. CITY MANAGER REPORT (information only)

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

12. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES - NONE

13. 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.** Consideration to Review and Approve the Draft Minutes of July 14, 2020 and August 4, 2020, for the Special and Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy

as Successor Agency and Housing Successor Agency to the Cudahy Development Commission
(page 9)

Presented by Assistant City Clerk

Recommendation: The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for July 14, 2020 and August 4, 2020.

- B. Update on available rental assistance programs for City of Cudahy residents (page 25)

Presented by Human Resources Manager

Recommendation: The City Council is requested to receive and file this report as an update on available rental assistance programs for the City of Cudahy (City) residents.

14. PUBLIC HEARING - NONE

15. BUSINESS SESSION

- A. Consideration and Approval of the Second Amendment to Contract Services Agreement between the City of Cudahy and Hilda del Socorro Estrada for Spanish Language Interpreter/Translator/Transcriber Services (page 31)

Presented by City Manager

Recommendation: The City Council is recommended to approve the Second Amendment to Contract Services Agreement between the City of Cudahy ("City") and Hilda del Socorro Estrada ("Ms. Estrada") for Spanish Language Interpreter/Translator/Transcriber Services, these cost for these services have were included in the 2020-2021 approved City budget.

- B. Consideration to Approve a Professional Services Agreement (PSA) with the Human Services Association (HSA) to Provide a Care Manager for Senior Services for Fiscal Year (FY) 2020 - 21 (page 79)

Presented by Parks and Recreation Coordinator

Recommendation: The City Council is requested to approve a Professional Services Agreement (PSA) between the City and Human Services Association (HAS) to provide a part-time care manager for services to Cudahy senior

citizens during Fiscal Year (FY) 2020-21, with a not to exceed limit of \$20,000.

16. COUNCIL DISCUSSION - NONE

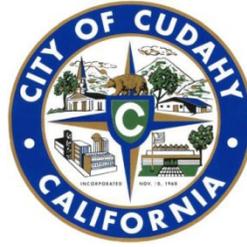
17. ADJOURNMENT

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 14th day of August 2020


Richard Iglesias
Assistant City Clerk

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Item Number 13A

STAFF REPORT

Date: August 18, 2020

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

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

Subject: **Consideration to Review and Approve the Draft Minutes of July 14, 2020 and August 4, 2020, for the Special and 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**

RECOMMENDATION

The City Council is requested to review and approve the City Council / Successor Agency Draft Minutes for July 14, 2020 and August 4, 2020.

BACKGROUND / ANALYSIS

Historically

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

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

William Bennett Munro, a Canadian historian, and political scientist, who taught at Harvard University and the California Institute of Technology, stated in one of his first textbooks written: "No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager (when there is one), and all administrative departments,

without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience. The public does not realize how many loose ends of city administration this office pulls together."

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

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

CONCLUSION

City Council is requested to approve the attached City Council / Agency Draft Minutes of the proceedings of July 14, 2020 and August 4, 2020 City Council meeting.

FINANCIAL IMPACT

No Financial Impact.

ATTACHMENT

- A. Draft Minutes July 14, 2020
- B. Draft Minutes August 4, 2020
- C. 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 SPECIAL MEETING and
CITY OF CUDAHY AS SUCCESSOR AGENCY and
HOUSING SUCCESSOR AGENCY TO THE CUDAHY
DEVELOPMENT COMMISSION JOINT MEETING**

July 14, 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
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez
Mayor / Chair Alcantar

ABSENT: None

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

IT WAS MOTIONED BY MAYOR ALCANTAR AND SECONDED BY VICE MAYOR GONZALEZ TO MOVE ITEM 6 CLOSED SESSION AFTER ITEM 4, PUBLIC COMMENT. 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. PUBLIC COMMENTS

Marcos Oliva, informed council how the city of Bell was forced to sell city land to alleviate its debt burden. He went on to ask Council why it is still willing to sell its plot of land at a discounted rate to Prima Group, Inc. He concluded his comments by asking to negotiate with Prima Group for the benefit of the City, presuming the state may have questions about selling it at such a discounted rate as well as the lack of outreach regarding selling this plot of land.

5. BUSINESS SESSION

- A. February 24, 2020 Proposal of Prima Group, Inc. to acquire “Site 3” from the City of Cudahy as Successor Agency to the former Cudahy Community Development Commission

Presented by the City Attorney’s Office

That the City Council acting in its capacity of the governing board of the Successor Agency to the former Cudahy Community Development Commission consider a potential response to an unsolicited development proposal received on Monday, February 24, 2020 from the Prima Group, Inc. for Successor Agency Site 3.

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Council Member Garcia to consider a potential response to an unsolicited development proposal received on Monday, February 24, 2020 from the Prima Group, Inc. for Successor Agency Site 3. The motion carried (3-0-0) by the following roll call vote:

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

6. 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

7. 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.

8. ADJOURNMENT

The City Council / Agency meeting was adjourned at 8:44 p.m.

Elizabeth Alcantar
Mayor

ATTEST:

Richard Iglesias
Assistant City Clerk

City Council/Successor Agency Minutes of 7/14/2020

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MINUTES

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

August 4, 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 6:42 p.m.)
Council / Agency Member Guerrero
Council / Agency Member Lozoya
Vice Mayor / Vice Chair Gonzalez
Mayor / Chair Alcantar

ABSENT: None

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Gonzalez.

4. PRESENTATIONS - NONE

5. CLOSED SESSION PUBLIC COMMENTS – NONE

6. 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 – Three Matters

7. CLOSED SESSION ANNOUNCEMENT

Deputy City Attorney Victor Ponto reported that two items were discussed. Closed Session Items A-H will be discussed after business session.

Council was given for each item, direction was received, no further reportable actions.

8. PUBLIC COMMENTS

Susie de Santiago, spoke in favor of agenda item 12C, hoping that the City can receive funding to improve City parks. Regarding the Republic contract, she hoped that the renegotiation can be a benefit for residents.

Shannon Clarke, regional manager of Republic Services spoke about the community benefits it has provided the City as well as its intentions to modernize the current contract and meet sustainability mandates.

9. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS

Council Member Guerrero, wised everybody a successful transition from the COVID environment, as well as highlighted the numerous resources residents can use to help alleviate any stress provided by COVID.

Council Member Lozoya, agreed with Susie de Santiago asking to fix current City parks.

Vice Mayor Gonzalez, emphasized on the Council's effort to seek grants to improve parks.

Mayor Alcantar, encouraged all Cudahy residents to fill out the census, stressing the importance that proper representation has on the City.

10. CITY MANAGER REPORT (information only)

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

12. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

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

- A. Consideration to Review and Approve the Draft Minutes of July 21, 2020, and for the Regular Meeting of the City Council and the Joint Meeting of the City of Cudahy as Successor Agency and Housing Successor Agency to the Cudahy Development Commission

Presented by the Assistant City Clerk

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

Motion: It was motioned by Mayor Alcantar and seconded by Council Member Garcia to review and approve the City Council /Successor Agency Draft Minutes for July 21, 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

14. PUBLIC HEARING

- A. Adoption of Resolution No. 20-28 Memorializing a Public Hearing and Levying the Annual Assessment to Maintain the City of Cudahy Street Lighting District and Direct Staff to Forward the Resolution to the Los Angeles County Assessor

Presented by the Assistant City Engineer

The City Council is requested to:

1. Adopt Resolution No. 20-28; memorializing a Public Hearing and Levying the Annual Assessment to maintain the City of Cudahy Street Lighting District; and
2. Direct staff to forward Resolution No. 20-28 to the Los Angeles County Assessor before the August 10, 2020 deadline.

MAYOR ALCANTAR OPENED THE FLOOR FOR PUBLIC COMMENT AT 7:54 P.M.

MAYOR ALCANTAR CLOSED THE FLOOR FOR PUBLIC COMMENT AT 7:54 P.M.

Motion: It was motioned by Council Member Guerrero and seconded by Council Member Lozoya to Adopt Resolution No. 20-28; memorializing a Public Hearing and Levying the Annual Assessment to maintain the City of Cudahy Street Lighting District. 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

15. BUSINESS SESSION

- A. Consideration and Approval of a Letter to Republic Services Terminating the Automatic Renewal for January 1, 2021 thereby Terminating the Entire Agreement on January 1, 2031

Presented by the City Manager

The City Council is recommended to approve the attached Letter of Termination for Republic Services terminating the automatic renewal clause on January 1, 2021 thereby terminating the agreement between the City of Cudahy ("City") and Consolidated Disposal Service ("Republic Services") on January 1, 2031.

Motion: It was motioned by Council Member Guerrero and seconded by Mayor Alcantar to approve the attached Letter of Termination for Republic Services terminating the automatic renewal clause on January 1, 2021 thereby terminating the agreement between the City of Cudahy ("City") and Consolidated Disposal Service ("Republic Services") on January 1, 2031. 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. Consideration to Appoint Board Members to City Commissions

Presented by the City Clerk's Office

The City Council is requested to:

1. Consider Re-appointing Board Members to the following City Commissions: Parks and Recreation Commission; Public Safety Commission; Planning Commission; and Aging and Senior Citizens Commission;
2. Review and appoint commission applicants to the Parks and Recreation Commission; Public Safety Commission; Planning Commission; and Aging and Senior Citizens Commission; and
3. Provide staff with direction regarding any changes to the City's commission Board Member appointments.

Motion: It was motioned by Mayor Alcantar and seconded by Vice Mayor Gonzalez postpone appointing Parks and Recreation Commissioners, and re appoint all other commissioners to their respective commissions as well as appoint Isaias Cornejo to the Aging and Senior Citizen Commission, Daisy Lomeli to the Planning Commission and Nayeli Hernandez Santiago to the Public Safety Commission. The motion carried (3-2-0) by the following roll call vote:

AYES: Garcia, Gonzalez, and Alcantar

NOES: Guerrero and Lozoya

ABSENT: None

ABSTAIN: None

C. Approval of a Technical Services Agreement with Public Health Advocates and Kounkuey Design Initiative (KDI) to provide technical assistance in assembling an application to compete in the Statewide Parks Program (Proposition 68)

Presented by the Interim Community Development Manager

The City Council is requested to approve a technical services agreement with Public Health Advocates (PHA) and authorize the mayor to execute the Agreement to provide technical assistance and community engagement to pursue Prop 68 funding under the Statewide Parks Program.

Motion: It was motioned by Vice Mayor Gonzalez and seconded by Council Member Lozoya to approve a technical services agreement with Public Health Advocates (PHA) and authorize the mayor to execute the Agreement to provide technical assistance and community engagement to pursue Prop 68 funding under the Statewide Parks Program. 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

16. COUNCIL DISCUSSION - NONE

17. ADJOURNMENT

The City Council / Agency meeting was adjourned at 10:00 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

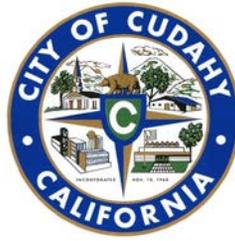
ABSENT: None

ABSTAIN: Guerrero



Richard Iglesias
Deputy City Clerk

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Item Number 13B

STAFF REPORT

Date: August 18, 2020
To: Honorable Mayor/ Members of the City Council/Agency Members
From: Henry Garcia, Interim City Manager/Executive Director
By: Jennifer Hernandez, Human Resources Manager
Subject: **Update on available rental assistance programs for City of Cudahy residents**

RECOMMENDATION

The City Council is requested to receive and file this report as an update on available rental assistance programs for the City of Cudahy (City) residents.

BACKGROUND

1. On April 7, 2020, LACDA notified the City it was receiving supplemental funding via the CDBG-CV in the amount of \$220,908. On May 19, 2020, the City Council approved a motion to implement an Emergency Rental Assistance (ERA) Program funded through CDBG Cares Act (CDBG-CV) funds and allocate \$160,000 from its CDBG-CV funds for its ERA Program. Pursuant to the City's ERA Program, City residents that fall within very-low income bracket and have been impacted by COVID-19 may be eligible to receive a one-time award of up to \$1,300 payable directly to their landlord or property manager.
2. On July 28, 2020, Los Angeles County Development Authority (LACDA) informed the City of the availability funds to run a Rental Relief (RR) Program through LACDA using funds from the U.S. Treasury CARES Act Corona Virus Relief Fund. LACDA has received \$100 million in grant funds from the US Treasury for a Countywide Rental Relief Program. On
3. August 4, 2020, LACDA reached out to the City to see if they were interested in participating in LACDA's RR Program. The RR Program is open to all residents in Los Angeles County (except for Los Angeles City residents). City residents that fall within the eligible income bracket and

can demonstrate hardship to pay rent due to COVID-19 may be eligible to receive a one-time award of up to \$10,000 payable directly to their landlord or property manager.

ANALYSIS

Although, the implementation of both programs are similar, there are some unique differences such as funding sources, compliance deadlines, eligibility criteria, grant amount, and City implementation requirements. The table below outlines eligibility and components of both programs. It is also important to note that City residents will be eligible to apply for both ERA and RR Programs as long as there is a demonstrated need for the assistance and there is no duplication of benefits.

Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, a Federal agency must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source. HUD grantees are required to prevent the duplication of benefits when carrying out HUD funded programs to provide disaster assistance.

Programs Overview

	Emergency Rental Assistance Program (ERA)	Rental Relief Program (RR)
Funding Source	CDBG-CV	U.S. Treasury CARES Act Corona Virus Relief Fund
Allocation	Program will serve 100 clients \$160,000	Program will serve 100 clients Approx. \$1,000,000
Timeframe	<ul style="list-style-type: none"> • June 30, 2021- Funds must be expended 	<ul style="list-style-type: none"> • August 17, 2020 - 211 open to start taking applications • August 31, 2020 - Application period closes • December 31, 2020 - Funds must be expended
Eligibility Criteria	<p><u>Resident</u></p> <ul style="list-style-type: none"> • Reside within eligible area, within City of Cudahy city limits • Fall within very-low income bracket, as determined by HUD. If selected for the award furnish additional supporting documents • Economically impacted by COVID-19 • Not concurrently receiving other forms of rental subsidies • Provide current residential lease agreement <p><u>Landlord/Property Manager</u></p>	<p><u>Resident</u></p> <ul style="list-style-type: none"> • Renters in Los Angeles County, except for residents living in the City of Los Angeles. • Fall within eligible income bracket • Demonstrate hardship to pay rent due to the COVID-19 pandemic • Not currently receiving other forms of rental subsidies including Section 8 Housing Choice, VASH Voucher, live in project-based Section 8 or public housing.

	<ul style="list-style-type: none"> Signed Program Participation form W-9 	<p><u>Landlord/Property Manager</u></p> <ul style="list-style-type: none"> Signed Program Participation form W-9
<p>Award</p>	<p>One-time award of up to \$1,300 paid directly to the landlord or property manager</p>	<p>One-time award of up to \$10,000 paid directly to the landlord or property manager. Award can be used for arrears and to pay future rental payments through December 2020.</p> <ul style="list-style-type: none"> Applicants currently at 30% of the median income can receive up to \$10,000 Applicants currently at 50% of the median income can receive up to \$7,500
<p>Implementation</p>	<ul style="list-style-type: none"> Interested participants apply during the submittal period Applications are reviewed and sorted into HUD income brackets Data on # of applications received, and AMI income brackets is presented to City Council for review Program starts reaching out to verify eligibility and collect supporting documents from the applicant and the landlord Once underwriting is complete, the City processes a check to the applicant's landlord or property manager 	<ul style="list-style-type: none"> 211LA will conduct initial intake, screening, conduct a lottery and refer clients to the City. Clients who reside in targeted areas below 30% AMI will be referred to the program without needing to go into a lottery The City is expected to: <ul style="list-style-type: none"> Access the 211 CarelinQ database to retrieve client intake data and update the client file throughout the program Verify client eligibility, including income Contact the landlord/property manager to explain the program and gather required documents. Upload the documents onto the database. LACDA will: <ul style="list-style-type: none"> Make direct payment to the applicant's landlord/property manager Provide all marketing materials to the City

Income Determination Table

Maximum Annual Household Income Limits as Determined by HUD effective April 1, 2020								
Persons in Family								
	1	2	3	4	5	6	7	8
Very Low-Income Limit (50%)	\$39,450	\$45,050	\$50,700	\$56,300	\$60,850	\$65,350	\$69,850	\$74,350
Extremely Low Income Limits (30%)	\$23,700	\$27,050	\$30,450	\$33,800	\$36,550	\$39,250	\$41,950	\$44,650

OUTREACH AND IMPLEMENTATION

ERA Timeline	August 24 th - August 31 st	August 31 st - September 21 st	October 6 th	October 14 th - June 2021
Tasks	Market the program with special attention to eligibility requirements, award amount, and application deadline.	Application Period	Data analysis on applicants to be presented to City Council for guidance on allocation.	Applicants are screened for eligibility. Supporting documents are collected from the applicant and landlord.

RR Timeline	August 19 th - Ongoing	August 19 th - December 15 th		August 19 th - December 15 th
Tasks	Market the program with special attention to eligibility requirements, award amount, and application deadline.	Application Period		Applicants are screened for eligibility. Supporting documents are collected from the applicant and landlord.

CONCLUSION

The City confirmed its intent to participate in operating a RR Program. The program will run until 100 clients have been served, funds have been exhausted, or through December 2020, whichever comes first. The City will also implement its own ERA Program with the eligibility guidelines provided by City Council. The City’s participation in both programs allows the possibility of more residents to be served.

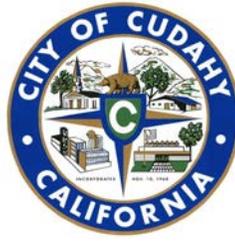
FINANCIAL IMPACT

The Rental Relief program is funded through the U.S. Treasury CARES Act Corona Virus Relief Fund. Program will serve 100 clients for an approx. amount of \$1,000,000. The Emergency Rental Assistance Program will be funded at \$160,000 from its CDBG-CV allocation. There is no impact to the general fund. Program costs including administration will be paid by the programs directly.

ATTACHMENTS

None.

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Item Number 15A

STAFF REPORT

Date: August 18, 2020
To: Honorable Mayor/Chair and City Council/Successor Agency Members
From: Henry Garcia, Interim City Manager/Executive Director
Subject: **Consideration and Approval of the Second Amendment to Contract Services Agreement between the City of Cudahy and Hilda del Socorro Estrada for Spanish Language Interpreter/Translator/Transcriber Services**

RECOMMENDATION

The City Council is recommended to approve the Second Amendment to Contract Services Agreement between the City of Cudahy ("City") and Hilda del Socorro Estrada ("Ms. Estrada") for Spanish Language Interpreter/Translator/Transcriber Services, these cost for these services have were included in the 2020-2021 approved City budget.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION:

On March 27, 2013, Ms. Estrada was hired by the City to provide interpreter, translator, and transcriber services for the City with a not-to-exceed amount of \$10,000. On November 5, 2013, the City and Ms. Estrada amended the Master Agreement and increased the not-to-exceed monthly sum as a result of the City's transition to two (2) council meetings per month, thereby requiring additional services.

Under the current contract, the City pays for translation services for twenty-four (24) council meetings and eight (8) special meetings a year for a monthly fee of \$1,600 per month for a period of (1) year (12 months). Additional meetings not included in the monthly rate will be charged at \$100 per one (1) hour with a four (4) hour minimum. Services include wireless headsets and microphones.

The City wishes to expand the current term of the agreement given the City requires additional interpreter, translator, and transcriber services. Additionally, the City wishes to amend the compensation for a set rate of \$800 per meeting, with no monthly limit or minimum. The revised Term for the Second Amendment would be a month to month agreement with flat rate of \$800 per meeting. Once in person meetings resume, the City is recommended to begin conversations with the current contractor to enter into a more permanent agreement, for the time being a month to month agreement is recommended, per the attached agreement.

FISCAL IMPACT

A minimum of \$1,600 per month for each month the agreement remains in place, this is the cost of the services for two regular city council meetings, all additional meetings will be charged at a fee of \$800 a month.

RECOMMENDATION

Accordingly, pursuant to a previously approved 2020-2021 City of Cudahy budget, staff recommends the City Council approve the attached Second Amendment to Master Agreement.

ATTACHMENTS

- A. Master Agreement
- B. First Amendment to Master Agreement
- C. Second Amendment to Master Agreement



PROFESSIONAL SERVICES AGREEMENT

(Hilda Del Socorro Estrada – Spanish Language Interpreter/Translator/Transcriber)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 27th day of March 2013 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation (“CITY”) and HILDA DEL SOCORRO ESTRADA, a PRIVATE ENTITY, INDEPENDENT AND FREELANCE INDEPENDENT (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

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

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF 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 of ONE YEAR (12 MONTHS) commencing from MARCH 27, 2013 unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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 **Exhibit “B”** (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, CONSULTANT’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of TEN THOUSAND DOLLARS (\$10,000.00) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. 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 forty-five (45) 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 (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates HILDA DEL SOCORRO ESTRADA to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and sub consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives 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.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. **Workers’ Compensation Insurance/ Employer’s Liability Insurance:** A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insured’s.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insured’s. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition of the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute to it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnities") 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 indemnities 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 indemnities 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 five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.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 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:
Hilda Del Socorro Estrada
1118 E. Duran Street Apt. A
Glendale, CA 91206

CITY:
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Phone: (818) 245-2730
Email: Estrada.hilda@gmail.com

Attn: City Manager
Phone: (323) 773-5143
Fax: (323) 771-2072

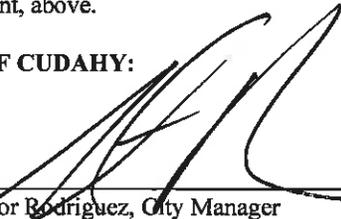
Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable 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 subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are any 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 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: 
 Hector Rodriguez, City Manager

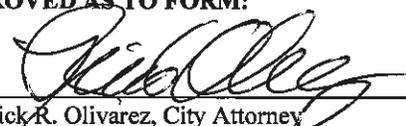
HILDA DEL SOCORRO ESTRADA, A PRIVATE ENTITY, INDEPENDENT AND FREELANCE INDEPENDENT:

By: 
 Name Hilda Del Socorro Estrada
 Title Spanish Language Interpreter

ATTEST:

By: 
 Angela Bustamante, Deputy City Clerk

APPROVED AS TO FORM:

By: 
 Rick R. Olivarez, City Attorney

Hilda D. Socorro Estrada
Spanish Language Interpreter/Translator/Transcriber
1118 E. Doran Street Apt. A
Glendale, CA 91206

January 17, 2013

Mr. Hector Rodriguez
City Manager
Cudahy City Hall
5220 Santa Ana Street
Cudahy, CA 90201
Email: hrodriguez@cityofcudahyca.gov

RECEIVED
CITY OF CUDAHY
2013 JAN 18 PM 2:10
CITY CLERK'S

Dear Mr. Hector Rodriguez:

Currently, as the main Spanish Language Interpreter for the City of Bell, CA, it is with great eagerness that the opportunity to provide services to the adjacent and much celebrated City of Cudahy is sought after to compliment services delivered to the communities in the "Gateway Cities" region.

There is a unique advantage when an interpreter is freelance and independent because one can choose location, community, and schedule offering an uncompromising availability to serve its client. By no means is a freelance and independent interpreter confined to the limits of a full-time California Court System schedule.

Specifically, as a freelance and independent interpreter one can be available beyond the usual and traditional work hours and choose projects, jurisdictions, means of travel and topics that would otherwise be considered conflictive for any full-time California Court System employee. Rates and delivery of services can be negotiated between parties at anytime. Equipment is completely owned by the freelance and independent interpreter and not another private or government agency.

Most recently, for the last six years, services tailored to the needs of various municipalities have been provided in the "Gateway Cities" region including: City of Commerce, City of Vernon, City of Maywood, City of Huntington Park, City of South Gate. Other municipalities include the City of Lynwood, City of Hawthorne, City of Orange, City of Barstow, City of Calipatria and El Centro, California.

The terminology and procedures according to the "Robert Rules of Order" applied during city council meetings, in general, are outside of the scope of full-time California Court Interpreters. Only until recently has there been an official acknowledgement and increasing need to provide Spanish Language Translation and Interpretation Services to the voting populations in various municipalities nation-wide.

The needs of smaller, primarily Hispanic or Latino communities are just recently being evaluated by city leaders, government and media while at the same time becoming front page news when lack of services lead to mistrust or social unrest. Regularly, social conflict is resolved when groups and individuals can confidently confirm that any and all language barriers have been eliminated during City Council business and other protocols.

Looking forward to assisting the City Council of Cudahy and residents with interpretation, translation and transcription services.

Sincerely,


Hilda Del Socorro Estrada
Freelance and Independent Interpreter, Translator and Transcriber

Hilda D. Socorro Estrada
Spanish Language Interpreter/Translator/Transcriber

A. Letter of Transmittal (cover page)

B. Table of Contents (page 1 & 2)

C. Company Data (page 3)

1. Official name and address
2. Name, address, telephone number and e mail address
3. Type of entity
4. Number of years vendor has been in business
5. All comparable contracts
 - a. Contracting agencies, year contracts began and type of service provided

D. Qualifications (page 3 & 4)

1. Description of individual providing services
 - a. Name of individual providing services
 - b. Certification
 - c. Length of employment
 - d. Number of years of experience
2. Systems and methods used to ensure timely responses to City Council and City Manager
3. Systems and methods used to ensure cost-effective manner of providing services
4. Example of invoice (page 6)
5. Equipment and other insurance
6. Description of any conflict of interest during the last three years
7. Most significant and complex accomplishments
8. Special or additional services provided to the City of Cudahy

E. References (page 5)

F. Compensation/Payment (page 4)

G. Additional Interpretation, Translation and Transcription Certificates and Evaluations

1. Certificates and Recommendation Letters (15 individual attachments)
 - a. Most recent Judicial Council of California Exam Results, June 27, 2012
 - b. L.A.P.D. Southwest Community Police Station Certificate of Appreciation
 - c. Educate, Motivate & Graduate Certificate of Appreciation
 - d. American Red Cross Certificate of Completion

Hilda D. Socorro Estrada
Spanish Language Interpreter/Translator/Transcriber

- e. U.S.C. Unsigned Letter of Recommendation for a previous contract, 11/06/2011
- f. Certificate of Appreciation from L.A.U.S.D., June 8, 2010
- g. L.A.U.S.D. Duty Statement, Translator – Spanish Class Code 2920
- h. L.A.U.S.D. Performance Evaluations 2009 – 2010 (total of 9)
- i. Recommendation letter from Kevin Mottus, LCSW, October 7, 2009
- j. Internship Letter from D.I.S. January 26, 2009
- k. Certificate of Completion from L.A.U.S.D., October 5, 2007
- l. Certificate of Completion from L.A.U.S.D., October 6, 2006
- m. L.A.U.S.D. Personnel Commission Exam results, July 5, 2006
- n. Certificate from Sutech, Vocational Simultaneous and Interpretation Program December 28, 2005

Hilda D. Socorro Estrada
Spanish Language Interpreter/Translator/Transcriber

C: Company Data

1. Hilda Del Socorro Estrada
1118 E. Doran Street Apt. A
Glendale, CA 91206
2. Hilda Del Socorro Estrada
(818) 245-2730
estrada.hilda@gmail.com
3. Private entity, independent and freelance independent
4. Over ten years of experience, beginning 2001 at
Los Angeles Latino International Film Festival Hollywood, CA
5. Most recent contract including comparable scope of work:
City of Bell, CA, beginning June 2010
Providing simultaneous and consecutive interpretation during City Council meetings, town hall meetings and special meetings using wireless Sennheiser headsets and microphones.
6. Areas of Specialization include:
Interpreting for over two years in the adjacent City of Bell, CA.
A city similar in demographics, size and socioeconomic needs.
Translation specific to Robert Rules of Order, city contracts, proposals, budgets, presentations scaffolding new ordinances and other city business.

D: Qualifications

1. Freelance and independent interpreter:
 - a. Hilda Del Socorro Estrada
 - b. EOIR Certified and most recent Administrative Office of the Courts exam
 - c. Simultaneous and Consecutive Spanish Language Interpreter
 - d. Working independently for over 10 years
 - e. Over two years working as lead Spanish Language Interpreter for the City of Bell
2. Systems and methods used that would be utilized to ensure timely responses to the City Council and City Manager:
 - a. Use of cell phone with constant web, GPS, e-mail and text services.
 - b. Use of own reliable vehicle, 4 cylinder Mini Cooper Hatchback
 - c. Use of wireless laptop and personal internet service
 - d. Speaking at a low volume to not interfere with City Council and City Manager

Spanish Language Interpreter/Translator/Transcriber

3. Systems and methods utilized to ensure that services would be provided in a cost effective manner:
 - a. Use of gas-efficient, 4 cylinder vehicle
 - b. Advanced auditory capacity not requiring multiple feeds or technical assistance
 - c. Use of own City Council glossary designed previously for City of Bell
 - d. Can provide bilingual glossaries to employees at no cost
 - e. Able to repair own equipment if necessary
4. Example of typical invoice:
(See attachment)
5. Agree to provide appropriate insurance coverage prior to commencement of work
6. No political contributions of money, in-kind services or loans have been made to any member of the City Council within last three years or ever in the past.
7. Most significant and complex accomplishments:
 - a. Interpreted during riots at Roosevelt High School during a special presentation by Mayor Antonio Villaraigosa to present Schools Partnership Program
 - b. Interpreted during social unrest and media fiasco for L.A.U.S.D. for four years
 - c. Interpreted during social unrest and public fury for the City of Bell, CA when Rizzo scandal made headlines
 - d. Interpreted simultaneously for President Barack Obama at SEIU and UHW fundraising campaign in Denver, Colorado in May of 2012
 - f. Interpreted simultaneously for various Hip-Hop artists during live performances at Kodak Theatre in Hollywood, CA 2002 to 2012 alongside A.S.L. interpreters
8. Additional services that may be provided:
 - a. As current volunteer of many local and international organizations interpreting and translation services can be provided free of charge when available.

E. References

(See attachment page)

F. Compensation/Payment Schedule

1. Prior to commencement of work, retainer agreement between freelance independent interpreter and City of Cudahy can be prepared and signed by both parties for a total of \$800 a month. Services will include wireless headsets, microphones and interpretation services for 12 meetings on-site and 4 special meetings. Fee will combine translation of documents for the City Manager and City Council meetings.

Hilda D. Socorro Estrada
Spanish Language Interpreter/Translator/Transcriber

References – Confirmed for January 2013

Luz Reyes-Martin

Project Associate

MIG, Inc.

169 N Marengo Avenue

Pasadena, CA 91101

626 744 9872 | www.migcom.com

-Provided interpretation services for on-going MTA route extension presentations

Perla Johnsen

Spanish Interpreter and Translator

ATA 243194

Immigration Court Certified - EOIR

Temple City, CA

626-826-9762

-Court colleague since 2009 for various California State and Federal agencies

Lia Navarro

Account Executive

reddit.com

(c) 323.491.6549

(e) lia@reddit.com

(a) 7083 Hollywood Blvd 90028

www.reddit.com

-Assisted in various projects by providing interpreting, editing, and accent reduction
<http://latino.foxnews.com/latino/2011/06/06/video-lia-navarro-la-mexicana-que-le-echo-ganas-y-triunfo/>

Catarino Arias

Director of Translations Unit

Los Angeles Unified School District

333 S. Beaudry Ave, 18th Floor, Los Angeles, CA 90017

Telephone: 213.241.0107 Fax: 213.241.8925

-Interpreting Supervisor since 2006 for numerous projects specific to the regions Cudahy, Bell, Maywood, South Gate, Huntington Park, Lynwood, Vernon and Commerce.

Jay Law

Criminal Attorneys

Jay L. Lichtman

3550 Wilshire Blvd., Suite 2000

Los Angeles, CA 90010

(213) 386-3878 Phone (213) 388-3444 Fax

-Direct Supervisor for one-to-one inmate transcription and sight translation services

Hilda Estrada (818) 245-2730
E MAIL: estrada.hilda@gmail.com
Interpreter/ Translator/ Transcriber

To: Mr. Keir Milan
Lingualink Incorporated
425 South Flower Street, Burbank, CA 91502

Date	Assignment	Location	INT. ORDER#	Job No.	Rate
5/27/2012 to 5/29/2012	Spanish Language Interpretation: SEIU Denver Convention Center Denver, CO	Denver Convention Center Denver, CO	2732-19A	L2732	\$1,620.00
TOTAL					\$1,620.00

***Please remit payment to:
Hilda Estrada
1124 E. Doran Street Apt. E
Glendale, CA 91206***

Signature: Hilda Estrada Date: 5/17/2012 SS #: 547-61-7263



ADMINISTRATIVE OFFICE OF THE COURTS

COURT INTERPRETERS PROGRAM

Candidate Name: Hilda Estrada
Candidate Address:

Candidate ID:
Date: 6/27/2012



Dear Hilda Estrada:

In order to be eligible for the Oral Exam for Court Interpreters, you must achieve a passing score of **80%** on the **Court Interpreter Written Exam** which you completed on 6/27/2012.

We are pleased to inform you that you have met this requirement and are eligible for the Oral examination. Please see your results below.

Candidate Score	Pass/Fail
89%	Pass

The following breakdown illustrates your performance in each of the examination content areas.

Content Area	Total Correct/Total Possible
Part I - General Language Proficiency	68/75
Part II - Court Related Terms and Usage/Ethics and Professional Conduct	52/60

For complete information on the Court Interpreter Oral Exam, please review the following documents located at www.prometric.com:

- *Candidate Information Bulletin for the Court Interpreter Oral Exam*
- *Overview of the Oral Exam*
- *Frequently Asked Questions*

To schedule your oral exam, please visit www.prometric.com or call 866.241.3118. *Please note you*



Los Angeles Police Department
Thomer F. Broome, Jr.
Southwest Community Police Station



Certificate of Appreciation

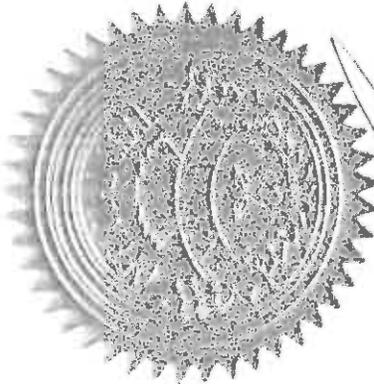
This certificate is awarded to

HILDA ESTRADA

In recognition of your continued support and Dedication to
 Southwest Division #33

BOOT CAMP PROGRM

May 21, 2012



Captain Gerald A. Woodard
 Southwest Area Community Police Station


 Sergeant Jim Barlow
 Southwest Community Relations


 Police Officer B Erwin Kocha
 Southwest Community Relations

Excellence

E.M.G. Enterprise (Educate, Motivate, & Graduate) would like to express our sincere appreciation to

Ms. Hilda Estrada

In recognition of your personal commitment, dedication, perseverance, tough love & the opportunity to change a life and the community!!!

"No one is ever defeated until defeat has been accepted as a reality".

Christie Brunner, Beverly Matthews, Krissna McNeal

May 21, 2012

CERTIFICATE of COMPLETION

This is to certify that:

Hilda Estrada

Course Title - Standard First Aid with CPR/AED - Adult and Child plus CPR - Infant
and has successfully completed the following elements

AED-Adult : valid 2 Years

AED-Child : valid 2 Years

CPR-Adult : valid 2 Years

CPR-Child : valid 2 Years

CPR-Infant : valid 2 Years

Standard First Aid : valid 2 Years

Conducted by Private - Vasquez, Luis

Instructor: Luis Vasquez

on

12/09/11

The American Red Cross is an authorized provider of LACET this course may be eligible for CEUs.

Contact your local chapter for details.



November 6, 2011

Dear John Yzurdiaga
Law Office
800 Wilshire Boulevard Suite 1510
Los Angeles, CA 90017

Michael Earnhart
Faculty Assistant

Dear Mr. Yzurdiaga:

I write to strongly recommend Hilda Estrada for a position at your law firm. Hilda is smart, mature, kind, unassuming, motivated, responsible, and dedicated. She is also a fascinating person, with myriad interests and lots of enthusiasm. I am confident that she would be a wonderful asset to your firm.

I have known Hilda socially for the last six years and she is a very interesting person. She loves food, art, music, and international travel. She is nice to everyone she meets and always makes an extra effort to engage those she does not know very well in order to make them feel more comfortable. She clearly likes people, and they like her. Further, Hilda is incredibly intelligent. She is interested in current events, history, world news, and social justice. In fact, she can speak with great confidence and ease about almost any subject. I am constantly impressed with the amount of knowledge she possesses. For example, I am interested in issues related to access to higher education for students from low socioeconomic households. When I brought the subject up with Hilda, she was able to provide me with some very interesting insight and data related to the issue.

I have worked at the USC Gould School of Law for almost ten years and I have had the opportunity to interact with all different types of attorneys from federal judges to public interest lawyers to partners at large law firms. I can say with great certainty that Hilda has the type of personality that can get along with anyone. I am positive that she will work hard and is more than capable of providing you with valuable insights into almost any topic. I have every confidence that she will excel in this position. I cannot recommend her highly enough.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Michael Earnhart

Certificate of Appreciation

proudly presented to

Hilda Estrada
Interpreter, LAUSD

For your outstanding dedication, and guidance to families in their language enabling them to pursuit equal access to a quality education for ALL Children.

On Tuesday, June 8, 2010, Local District 3 salutes your

*Excellent Translation at the
CEAC & ELAC Monthly Meetings.*

Rosalina Olaya
Rosalina Olaya
CEAC Chairperson



Gabriela Ortiz
Gabriela Ortiz
ELAC Chairperson

Duty Statement for

Translator - Spanish Class Code 2920

Duties assigned for Translator -Spanish are as follows:

1. Translates between English and Spanish or visa versa
2. Prepares written translations of technical, educational, and general material for use by District personnel, parents, and the public
3. Composes, and proofreads translated materials in English and Spanish for widespread dissemination or publication
4. Reviews translated material submitted by District personnel and edits for accuracy of grammar, meaning and syntax
5. Uses office computers in preparing written translations
6. May act as an interpreter at District functions and meetings
7. Uses personal vehicle to travel to District meetings when interpretation assignments are given
8. Uses headphones and microphones during oral translations
9. Performs related duties as assigned
10. Reports and receives supervision from the Director of Translations or other administrators

Subject: FW: Evaluation Page

Date: Tuesday, November 24, 2009 9:45 AM

From: LAUSD, Translations Unit <Alejandro.Yescas@lausd.net>

To: "Catarino (Tony) Arias" <catarino.arias@lausd.net>, Hilda <hxe1442@lausd.net>

Subject: Evaluation Page

Date of Meeting: 11/24/2009

Location: Arlington

Interpreter: 1

Language: SPANISH

Professional: 5

Artistic: 5

Helpful: 5

On-Time: Yes

Overall: 5

Office Personnel

Professional: 5

Artistic: 5

Helpful: 5

Overall: 5

Additional Comments: We would like to request the same young lady, Miss
da Estrada for our next meetings for the entire school year. We did not
have enough headphones, she had to remember everything. Her memory and
intelligence is uniquely-GREAT! Some of our parents tend to speak too much, she
is always cordial and very professional. We will need 60 or more
headphones next time. Our group is very big here. We had a wonderful
meeting, we could not have made it without her assistance. The parents
are so pleased, I was especially worried about our budget and safety plan
presentations. Many parents expressed their concerns and it can be
simplified. I want to thank your office for sending such a outstanding
translator!

--- End of Forwarded Message

Office Personnel

Professional:

Courteous:

Helpful:

Overall:

Additional Comments: Hilda Estrada was outstanding! She is very enthusiastic and had lots of energy. She went beyond her job and assisted parents and myself with completing lots of paperwork. Would love to have her back next week at Hyde Park Elementary.

Office Personnel
Professional:
Courteous:
Helpful:
Overall:

Additional Comments: Hilda Estrada was wonderful. She stayed after to assist with individual conferences with parents. She was very professional and it was a pleasure to have her helping us at Belvedere Middle.

Thank You

So sorry, I meant to send this earlier but lost her name.

Lora Palacios PSA Counselor

Office Personnel
Professional: 5
Courteous: 5
Helpful: 5
Overall: 5

Additional Comments: Please send Hilda Estrada as much as possible. She is the best interpreter you have sent us. We prefer her to come to our meetings. She is very professional and flexible to our needs. Our parents feel that her tone and interpretation is very easy to follow, they are satisfied with her services. -Esmeralda Sanchez, Rosa Juarez, Priscila Cartin.

Office Personnel

Professional: 5

Courteous: 5

Helpful: 5

Overall: 5

Additional Comments: WE REALLY NEEDED AN INTERPRETER OF THIS CALIBER AT OUR LAST MEETING AND ALL OF OUR FUTURE MEETINGS- AT LEAST FOR OUR MORE DELICATE CASES. I WANT TO CONGRATULATE YOUR OFFICE FOR SENDING A QUALITY, VERY PROFESSIONAL AND EXACT INTERPRETER. WE WERE ALL VERY IMPRESSED WITH HER KNOWLEDGE OF ADAPTIVE TECHNOLOGY, SUPPORT AND THE HUMAN BODY. A LOT OF MEDICAL VOCABULARY. PARENT IS VERY SATISFIED. OVERALL SOUNDS EXCELLENT IN BOTH LANGUAGES, NOT COMMONLY SEEN, PERHAPS IN THE COURTS

Office Personnel

Professional: 5

Courteous: 5

Helpful: 5

Overall: 5

Additional Comments: We would like to request Interpreter, Miss Hilda Estrada for Griffith Middle School in the future since she has provided excellent services at a complicated IEP meeting and has a very likable and professional demeanor as well. Elisabeth Stapleton School Psychologist

Office Personnel
Professional: 5
Courteous: 5
Helpful: 5
Overall: 5

Additional Comments: WE WOULD LIKE TO REQUEST MISS ESTRADA FOR OUR FUTURE MEETINGS. SHE IS INCREDIBLY ACCURATE AND PROFESSIONAL. SHE MAKES THE REST OF US WANT TO POLISH UP OUR ENGLISH AND SPANISH! IT'S HER VOICE THAT IS JUST THE RIGHT VOLUME. SHE DEMONSTRATES A KIND OF SENSITIVITY AND RESPECT TO THE PARENTS THAT YOU DON'T SEE VERY OFTEN.

STAFF (A FEW OF US)

Office Personnel

Professional:

Courteous:

Helpful:

Overall:

Additional Comments: Please send Hilda for future request. She was an excellent translator. She is very friendly.

Office Personnel
Professional: 5
Courteous: 5
Helpful: 5
Overall: 5

Additional Comments: I was thrilled this morning to have Miss Estrada and the sound engineer, Mr. Perez at our very important parent meeting. Towards the end of our meeting some of the parents had very intimate and emotional stories to share. Miss Estrada maintained an amazing composure. They were both very patient especially when our presenter (and parents) would not let them go. Your department was well represented this morning. It isn't often that we can have this level of translation at our center, thank you.

October 7, 2009
South Gate High School

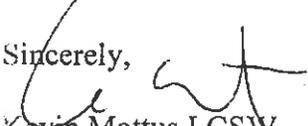
ADHD Setting Them Up Success - Presentation

Translator was pleasant with presenter, cordial with participants, was unassuming and blended in well with presentation. She was flexible in allowing me to present in the manner I wanted to. She was supportive of parents when she was interpreting in the individual consultations. She made them feel comfortable and made them feel not judged; she appeared to have their best interest in mind. She was willing to work with the presenter and translate in a way that worked well with my learning style.

On individual consultations, she seemed interested in the information which led parents to be interested also. I like that the interpreter had great speed, allowing me to present as quickly as I liked. She was unusually fast. Participants nodded their head so it seemed interpretation was also accurate. She seemed to care about the way she was translating which encouraged participants to care about what they were hearing. They openly acknowledged her assistance and competence at the end of the presentation.

I could not do my job and participants could not have received the necessary information without the assistance of the Interpreter. All of the participants in the audience utilized translation services.

Sincerely,



Kevin Mottus LCSW
Psychiatric Social Worker
Learning Differences Training Program, School Mental Health
LAUSD



January 26, 2009

To Whom It May Concern:

This letter is to acknowledge that Hilda Del Socorro Estrada began an internship as an interpreter, translator and transcriber at Diversified Interpreting Service on September 5, 2005 and ended on December 15, 2006.

Her responsibilities included, but were not limited to the following:

- Interpret simultaneously and consecutively for group meetings, one-to-one client meetings, video conference presentations and telephone interviews.
- Translate, articles, bulletins, letters, examinations, student reports and instructional material.
- Edit and revise all written and translated documents, carefully examining grammar usage, syntax and appropriate meaning -such as idioms and colloquial expressions when needed.
- Transcribe phonetically various recordings from instructional material, presentations, business and student conferences, most in real-time settings.
- Use various computer programs and software including Microsoft Word, Excel, Office, Adobe Photoshop, individual transcription and recording software - such as Digidesign Protools/MIDI Interface.
- Use microphones, headsets, headphones, voice recorders, cassettes, cds and video/web cameras.
- Consecutively interpret and translate for a population of a diverse educational, cultural socioeconomic background.

Upon completion of her internship she was able to assist in training, creating workshops and presentations for our office staff. She promoted and helped sustain a professional, bilingual atmosphere.

Sincerely,

Oswaldo Forero
Senior Supervisor, Internship Programs





Certificate of Completion

This Certifies That

Hilda Estrada

Attended an 8-hour training session on

Oral Interpretation at IEP Meetings

Conducted by the

Division of Special Education

On Friday, October 5, 2007
Los Angeles, California

Session Topics

- IEP Process and Procedures
- Protocol for Interpreting at an IEP Meeting
- Practicum: Consecutive & Sight Translations.

Dominique Jaquet-Anderson, Associate Superintendent
Division of Special Education



Certificate of Completion

This Certifies That

Hilda Estrada

Attended an 8-hour training session on

Oral Interpretation at IEP Meetings

Conducted by the

Division of Special Education

On Friday, October 6, 2006
Los Angeles, California

Session Topics

- IEP Process and Procedures
- Protocol for Interpreting at an IEP Meeting
- Practicum: Consecutive & Simultaneous Interpretations

Donnamlyn Jaques-Antony, Associate Superintendent
Division of Special Education

PERSONNEL COMMISSION

PERSONNEL SELECTION BRANCH
achieving excellence through merit

MIKE FORD
JOSEPH L. PALLER, JR.
Members of the Commission

JAMES A SROTT
Personnel Director

ROD FREUDENBERG, Ph. D.
Assistant Personnel Director
Personnel Selection Branch

Hilda D. Estrada

July 5, 2006

Dear Hilda D. Estrada:

Your score for the SPANISH BILINGUAL Oral and Written Test are listed below:

Employee Number: 741442	SCORE	DATE	OFFICE
Speaking	P	Wednesday, June 21, 2006	PSB
Reading & Writing	92.00	Friday, June 18, 2004	PSB

Scoring Key:

Speaking

P = Pass

F = Fail

Reading & Writing

75 or more items correct = Pass

73-74 items correct = Fail but allowed to repeat the test next time the test is scheduled

72 or less items correct = Must wait 4 months before retaking test

Initial transfer of unsuccessful test results. You

form is available at any Classified Employment Office OR by calling at (213) 241-3900.

If you were not successful in your test results (Speaking OR Reading & Writing), you are encouraged to reapply. Please call Kelly Luu or Patricia Barraza at (213) 353-4200 ext. 2 to make an appointment.

PLEASE SEE REVERSE SIDE



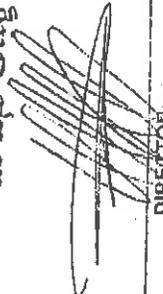
This Certifies That
Hilda Del Socorro Estrada
 having successfully completed the prescribed course of instruction in
Simultaneous Translation and Interpretation Program
 and by virtue of the authority in them vested by the State of California

is hereby awarded this

Certificate

Dated this 28th day of December 2005 - A.B.

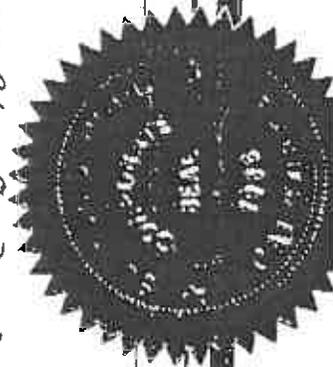
at the City of Los Angeles, State of California



DIRECTOR

Attest-

 EDUCATIONAL DIRECTOR



AMENDMENT NO. 1

**AMENDMENT TO THE MARCH 27, 2013 AGREEMENT
BETWEEN THE CITY OF CUDAHY AND HILDA DEL
SOCORRO ESTRADA, A PRIVATE ENTITY, INDEPENDENT
AND FREELANCE INDEPENDENT.**

This First Amendment ("Amendment") is made and entered on this 5th day of November, 2013 by and between the City of Cudahy, hereinafter referred to as "City", and Hilda del Socorro Estrada, a Private Entity, Independent and Freelance Independent (hereinafter, "CONSULTANT"). For the purpose of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties."

RECITALS

WHEREAS, this amendment No. 1 is an amendment to the prior Contract between the City and Consultant dated March 27, 2013, hereinafter referred to as the "Contract"; and

WHEREAS, Section 1.1 of the original contract provides the scope of services; and

WHEREAS, the scope of services of the original Contract set forth in Section 1.1, has been amended to reflect that the CONSULTANT will provide Translation services for twenty four (24) council meetings and eight (8) special meetings at a fee of \$1,600 per month for one (1) year (12 months). Additional meetings not included in the monthly rate will be charged at \$100 per one (1) hour with a four (4) hour minimum. Services will include wireless headsets and microphones.

WHEREAS, all provisions, terms, conditions, stipulations and requirements of the Contract shall continue in full force and effect, except as specifically amended herein.

WHEREAS, both City and CONSULTANT wish to extend the Contract to include the additional meeting of the City Council;

NOW, THEREFORE, the Parties mutually agree as follows:

AGREEMENT

1. Consistent with Section 6.16 of the contract, this amendment is in writing and shall only be effective once it is formally approved and executed by both Parties.

AMENDMENT NO. 1 - HILDA DEL SOCORRO ESTRADA

Page 1

2. Consistent with Section 1.2 of the contract, the term of the contract shall remain the same.

3. The remaining provisions of the Contract as amended shall remain unchanged.

4. This Agreement shall become effective and commence as of the date set forth below on which the last of the parties executes this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and attested by their duly authorized officers.

CITY OF CUDAHY



Marianna Marysheva-Martinez
City Manager

HILDA DEL SOCORRO ESTRADA



Hilda Estrada, Consultant

Dated: November 22, 2013

ATTEST:



Angela Bustamante, Deputy City Clerk

2020

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: City of Cudahy Spanish Language Interpreter/Translator/ Transcriber Services)
(Parties: City of Cudahy and Hilda del Socorro Estrada)

THIS SECOND AMENDMENT (hereinafter, “Second Amendment”) to that certain agreement entitled “Spanish Language Interpreter/Translator/Transcriber Agreement” and dated March 27, 2013 (hereinafter, the “Master Agreement”), is hereby made and entered into this ___th day of August 2020 (hereinafter, “Effective Date”) by and between City of Cudahy, a municipal corporation (hereinafter, “City”) and Hilda del Socorro Estrada, a Private Entity, Independent and Freelance Independent (hereinafter, “Consultant”). For purposes of this Second Amendment, the capitalized term “Parties” shall be a collective reference to both City and Consultant. The capitalized term “Party” may refer to either City or Consultant, interchangeably as appropriate.

RECITALS

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

WHEREAS, on March 27, 2013 the Parties executed and entered into the Master Agreement for Consultant to provide Interpreter/Translator/ Transcriber Services for the City; and

WHEREAS, on November 5, 2013 the Parties executed and entered into a First Amendment to the Master Agreement for Consultant to provide Interpreter/Translator/ Transcriber Services for the City; and

WHEREAS, for the purposes of this Second Amendment, the Master Agreement as amended by way of the First Amendment may be referred to collectively as the “Agreement”. The Agreement is attached and incorporated hereto as Exhibit “A”; and

WHEREAS, the Parties wish to expand the Term given that City requires additional Interpreter/Translator/ Transcriber Services; and

WHEREAS, the Parties now wish to adjust the Term to begin on the Effective Date and continue on a monthly basis until terminated by the City pursuant to Section 1.2 of the Agreement.

WHEREAS, the parties wish to amend the Compensation/Payment Schedule from the Agreement; and

WHEREAS, the Parties now wish to adjust the Compensation/Payment Schedule to reflect a flat rate of \$800 per meeting.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 1.2 of the Agreement is hereby amended from the original Term

beginning on March 27, 2013 (“Effective Date”) and the services were to be completed on a date no more than three hundred and sixty five (365) calendar days from the Effective Date, for a new Term to begin on the Effective Date of the Agreement and continue on a monthly basis until terminated by the City, pursuant to Article 5 of the Agreement for all work contemplated under the Agreement and this Second Amendment.

SECTION 2. Section 1.3(A) of the Agreement is hereby amended from the original Approved Rate Schedule to a new flat rate for \$800 per meeting.

SECTION 3. Except as otherwise set forth in this Second Amendment, the Agreement shall remain binding, controlling, and in full force and effect. This Second Amendment, together with the Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 4. The provisions of this Second Amendment shall be deemed a part of the Agreement and except, as otherwise provided under this Second Amendment, the 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 Agreement, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Agreement and no further.

(SIGNATURES ON NEXT PAGE)

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

CITY:

CITY OF CUDAHY

CONSULTANT:

HILDA DEL SOCORRO ESTRADA

By: _____
Henry Garcia, Interim City Manager

By: _____
Hilda del Socorro Estrada

Date: _____

Date: _____

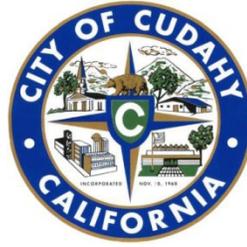
APPROVED AS TO FORM:

By: _____
Victor Ponto, City Attorney

Date: _____

EXHIBIT "A"
AGREEMENT

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Item Number 15B

STAFF REPORT

Date: August 18, 2020

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

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

Subject: **Consideration to Approve a Professional Services Agreement (PSA) with the Human Services Association (HSA) to Provide a Care Manager for Senior Services for Fiscal Year (FY) 2020 - 21**

RECOMMENDATION

The City Council is requested to approve a Professional Services Agreement (PSA) between the City and Human Services Association (HAS) to provide a part-time care manager for services to Cudahy senior citizens during Fiscal Year (FY) 2020-21, with a not to exceed limit of \$20,000.

BACKGROUND

1. On January 21, 2020, City Council adopted Resolution No. 20-03 approving project/programs for Community Development Block Grant (CDBG) funding during the FY 2020-21, which included senior activities.
2. On February 26, 2020, a representative from HSA (i.e., Associate Director, Darren Dunaway) met with City staff to discuss the services HSA provides and present new Care Manager, Itza Sandoval.
3. On April 2, 2020, Ms. Sandoval met with Acting City Manager Santor Nishizaki and staff to discuss how services will be adapted to the seniors during COVID-19.

ANALYSIS

HSA OVERVIEW

Human Services Association (HSA) was founded in 1940 as an outreach effort of the Presbyterian Church. While HSA remains affiliated with the Presbyterian Church, all services have been administered on a non-sectarian basis since 1975.

HSA serves over 20,000 clients annually with a range of services that address the unique and shared needs of clients of all ages. HSA is one of the largest social services agencies in the southeast area and holds contracts with LA County, the State of California, outside agencies, and private foundations. HSA's mission is to provide families with compensation and comprehensive care to promote wellness and build healthy communities.

HSA Senior Services Department addresses the needs of the older population with the following services:

- Multipurpose Senior Services Program;
- Alzheimer's Day Care Resources Center;
- Home Base Care;
- Telephone Reassurance;
- Congregate Meals; &
- Home Delivered Meals

Currently, HSA provides meals to any senior living in Cudahy at Turner Hall. However, due to the current pandemic, the City partnered with Fiesta Taxi to deliver meals to the city's seniors.

HSA PROPOSAL FOR CUDAHY

The proposed agreement would consist of vital services provided by a Care Manager at part-time capability on Mondays and Wednesdays for at least four hours each day, totaling 8 hours a week. The proposed services are detailed below:

- *Comprehensive Assessment* - An in-home comprehensive psychosocial and health needs assessment will be completed for all clients referred to the care management program;
- *Care Plan* - The social worker/care manager will complete an individualized care plan, client and client's family jointly;
- *Services Authorization* - Based on the individualized care plan, the social worker/care manager will contact appropriate programs to obtain or coordinate services to meet the client's needs;

- *Care Monitoring* - The social worker/care manager will speak with the care management client at least once monthly to monitor the effectiveness of the care plan and make appropriate adjustments in the care plan to accommodate changes occurring in the client's situation.
- *Resources During COVID-19 Pandemic* – The social worker/care manager is committed to providing the support and information necessary to ensure that members of the community have access to the resources they need to stay healthy and safe.

CONCLUSION

If City Council approves the agreement, the City will keep its current level of services provided to its senior population. Cudahy seniors would receive a unique service that would help them maintain personal independence needed by obtaining the resources to meet their basic food, housing, and healthcare needs during the pandemic. It would also provide comprehensive services and innovative programs that would help them make a positive change in their lives.

If the City Council denies the agreement, the City would need to seek alternative options to provide senior services.

FINANCIAL IMPACT

On January 21, 2020, CDBG program funding was approved by the City Council in the amount of \$20,000 for senior activities. As a result, staff is proposing to Allocate \$18,720 from the Community Development Block Grant program funds for a part-time Care Manager for the City's Senior Center at Clara Street Park (Turner Hall).

ATTACHMENTS

- A. Proposed Draft Professional Services Agreement between the City and HSA
- B. HSA Proposal



**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF CUDAHY
AND
HUMAN SERVICES ASSOCIATION**

This agreement (the "Agreement") is entered this 18th day of August, 2020 by and between the City of Cudahy hereinafter called the ("CITY") and Human Services Association, hereinafter called the "SUBRECIPIENT," located at 4835 Clara Street, Cudahy CA). For the purposes of this Agreement CITY and SUBRECIPIENT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or SUBRECIPIENT interchangeably.

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

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

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

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

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

I. SCOPE OF SERVICES

- A. The SUBRECIPIENT shall be responsible for administering the Senior Services Program comprised of the specific services set forth in **Exhibit "A,"** which is attached hereto and fully incorporated into this Agreement by this reference.
- B. CITY shall monitor the performance of the SUBRECIPIENT against the goals and performance standards required herein. Substandard performance, as determined by the CITY, will constitute non-compliance with this Agreement. If no action to correct such substandard performance is taken by SUBRECIPIENT within a

reasonable amount of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

- A. This Agreement shall have a term of Ten (11) months commencing on August 18, 2020 through June 30, 2021.
- B. Subsection II(A) notwithstanding, this Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2), one (1) year extension terms, in the sole and absolute discretion of CITY. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement as provided herein.

III. METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the CITY under this contract shall not exceed EIGHTY THOUSAND SEVEN HUNDRED and TWENTY DOLLARS (\$18,720) per annum. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Program Budget, **Exhibit A** herein and in accordance with performance.

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

IV. NOTICES

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

HUMAN SERVICES ASSOCIATION:
c/o Darren Dunaway
Associate Director
6800 Florence Ave.
Bell Gardens, Ca 90201
Phone: (562) 806-5400

SERVICES

CITY:

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

V. SPECIAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of Title 24 Code of

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

VI. GENERAL CONDITIONS

A. General Compliance

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

B. Amendments

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

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

C. Suspension/Termination

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

The CITY may also suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in the

CITY contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in compliance with any applicable rules or regulations, the CITY may withhold up to fifteen percent (15) of said contract funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY/AGENCY, or is otherwise adjudicated to be in compliance.

D. County Lobbyist Ordinance

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standard

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

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 Subpart E “Cost Principles as applicable; for all costs incurred whether charged on a direct or indirect basis.

B. Documents and Record-Keeping

1. Records to Be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Client Data

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

4. Property

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

5. National Objectives

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

6. Close-Outs and Reversion of Assets

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

7. Audits and Inspections

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

C. Reporting and Payment Procedures

1. Budgets

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

2. Program income

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

and shall be remitted promptly to the Grantee.

3. Indirect Cost

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

4. Payment Procedures

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

D. Procurement

1. Compliance

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

2. OMB Standards

The SUBRECIPIENT shall procure materials in accordance with the requirements of Attached OMB Circular A-110, Procurement Standards, and shall subsequently follow Attached, Property Management Standards, covering utilization and disposal of property.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights/Compliance

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

B. Non-Discrimination

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

C. Section 504

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

D. Conduct

1. Conflict of Interest

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

2. Religious Organization

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

IX. ENTIRE AGREEMENT

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

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

CITY OF CUDAHY

HUMAN SERVICES AGREEMENT

By: _____
Henry Garcia
City Manager

By: _____

Name:

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

DRAFT

EXHIBIT A

Cudahy Care management*"Where Caring Becomes Doing"*

Human Services Association proposes to provide Care Management Services for senior citizens **and caregivers caring for an elder** that live in the City of Cudahy

Care Management is an individualized services provided by a professional social worker/care manager acting in the role of a coordinator and advocate to ensure that the various needs of an individual are assessed and met. The components of care management include a comprehensive assessment, resulting in the determination of needs, the development of a care plan, obtaining appropriate services and the ongoing monitoring of the plan. Following are working definitions of the preceding steps:

- Comprehensive Assessment:

An **in home** comprehensive psychosocial and health needs assessment will be completed for all clients referred to the care management program. The social worker/care manager will complete the comprehensive assessment for the clients in crisis with multiple problems or at risk of inappropriate institutionalization.

- Care Plan:

An individualized care plan will be completed by the social worker/care manager, client and client's family jointly. Problems identified in the comprehensive assessment will be addressed in the care plan outlining the desired resolutions designating responsibility for action as well as a target date for resolution.

- Services Authorization:

Based on the individualized care plan, the social worker/ care manager will contact appropriate programs to obtain or coordinated services to meet the client's identified needs. The social worker/care manager will act as an advocate and escort in helping the client select the best program alternative to meet their individual needs and circumstances.

- Care Monitoring:

The social worker/care manager will speak with the care management client at least once monthly to monitor the effectiveness of the care plan and make appropriate adjustments in the case plan to accommodate changes occurring in the client's situation. care monitoring will also be done with family and others involved in the support network who have taken responsibility for the care plan. Care management also serves as a bridge to educate community leaders and other persons likely to be asked for assistance. In addition, it educates seniors and other citizens about services available to seniors.

INFORMATION AND ASSISTANCE

The Social worker/care manager will collect information about a client with multiple needs (social, environmental, physical or mental) and determine the necessary supportive or other

appropriate services to meet those needs. Information and assistance may not require a home visit.

Questions raised about a single issue frequently trigger the identification of an array of needs which can be met with assistance of a social worker/care manager.

A professional social worker is prepared to help a senior citizen deal in a dignified way with the need for help with multiple problems presented by major illnesses, widowhood, loss of income or home etc. If not handle, such traumatic events precipitate premature institutionalization of seniors.

Human Services Association (HSA) proposes to provide 4 hours per week of Care Management/Information and Assistance services at the Cudahy Senior Center. HSA will dedicate an additional 4 hours of Care Management services specifically for Cudahy residents weekly for home visits and follow-up. HSA will include outreach services through the Cudahy Congregate Meal Site, home delivered meals, the senior clubs, and other points identified as targer areas by the City staff. HSA will coordinate with the City and provide services from a location accessible to Cudahy residents such as the congregare meal site or a City office.

ANNUAL BUDGET

8 hours per week of Care Management services
Specifically for Cudahy Senior Citizens

\$45.00 per hour x 8 hours per week x 52 weeks = \$18,720

TOTAL = \$18,720