



AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, JULY 24, 2024 AT 5:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Eddie De La Riva

CITY CLERK
Brian E. Juarez

MAYOR PRO TEM
Mayra Aguiluz

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Jessica Torres
Frank Garcia
Heber Marquez

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/86712670745> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance by 4:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (323) 562-5714 within 72 hours of the meeting.

IV. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5901 ATLANTIC BOULEVARD, MAYWOOD (APN 6313-013-030); AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: J&MGC, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4501 SLAUSON AVENUE, MAYWOOD (APN 6313-010-001 AND 6313-010-002).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: EL POLLO LOCO INC., A DELAWARE CORPORATION.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4457 AND 4487 SLAUSON AVENUE, MAYWOOD (APNS 6313-015-033 AND 6313-015-030).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: MAYWOOD VILLAGE CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5900 AND 5906 ATLANTIC BOULEVARD, MAYWOOD (APNS 6313-011-036 AND 6313-011-028).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: TONY Y. KIM, JOUNG-SUN KIM, YONG-TAI KIM AND SOON-AI KIM.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

VI. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

VII. PRESENTATIONS

DECLARING JULY AS "PARKS MAKE LIFE BETTER MONTH" IN THE CITY OF MAYWOOD

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

VIII. PUBLIC HEARING

1. A PUBLIC HEARING TO CONSIDER AND APPROVE RESOLUTION NO. 6369 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADOPTING THE FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENTS PROGRAM TOTAL \$23,045,534

IX. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

2. MINUTES OF THE MAY 22, SPECIAL CITY COUNCIL MEETING
3. MINUTES OF THE JUNE 26, 2024, REGULAR CITY COUNCIL MEETING
4. REVENUE REPORT JUNE 2024
5. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL JUNE 2024
6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6370 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
7. CONSIDERATION OF ADOPTING RESOLUTION NO. 6371 APPROVING AN UPDATED COMPREHENSIVE SALARY SCHEDULE FOR FISCAL YEAR 2024-25 IN ACCORDANCE WITH TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS SECTION 570.5 AND THE CALIFORNIA EMPLOYEES RETIREMENT SYSTEM ("CALPERS")

8. CONSIDERATION OF ADOPTING RESOLUTION NO. 6372 AMENDING THE COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES
9. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (PLANNING) AND INSTITUTE FOR LOCAL GOVERNMENT (COMMUNITY OUTREACH) FOR PHASE 2 OF THE CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN
10. AUTHORIZE CITY STAFF TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FOR THE CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES CONTRACT
11. ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG)

X. DISCUSSION/ACTION ITEMS

12. DISCUSS AND PROVIDE DIRECTION REGARDING PARK USAGE FEES AND ADOPTING RULES AND REGULATIONS FOR FIELD RESERVATIONS AT DODGERS DREAMFIELD AT MAYWOOD PARK
13. DISCUSS AND PROVIDE DIRECTION REGARDING THE FULL COST ANALYSIS OF THE RENTAL REGISTRATION FEES AND PENALTIES

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is scheduled for Wednesday, August 28, 2024, at 5:30 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, City Clerk or Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.





City of Maywood

PROCLAMATION

Declaring July as “Parks Make Life Better Month” in the City of Maywood

WHEREAS, Parks and Recreation promotes physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity; and

WHEREAS, Parks and Recreation supports the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident’s engagement; and

WHEREAS, Parks and Recreation creates memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness, and enrichment programs, free community events, and beyond; and

WHEREAS, Residents and visitors of Maywood value parks and amenities available for access to safe outdoor spaces for children and adults to play and be active; and

WHEREAS, Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and

WHEREAS, Parks and Recreation facilitates community problem and issue resolution by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

WHEREAS, The California Park & Recreation Society has released a statewide public awareness campaign, “Parks Make Life Better!®” to inform citizens of the many benefits of utilizing parks, facilities, programs, and services.

NOW, THEREFORE, BE IT RESOLVED, I, Eddie De La Riva, Mayor of the City of Maywood, on behalf of the City Council, do hereby proclaim July as “Parks Make Life Better!®” Month, and in doing so, ask that residents use and enjoy our City parks, open spaces, facilities, and take advantage of the City’s recreational opportunities.

Eddie De La Riva
Mayor

Mayra Aguiluz
Mayor Pro Tem

Frank Garcia
Council Member

Heber Marquez
Council Member

Jessica Torres
Council Member

July 24, 2024

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 1.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: A PUBLIC HEARING TO CONSIDER AND APPROVE RESOLUTION NO. 6369 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADOPTING THE FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENTS PROGRAM TOTAL \$23,045,534

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6369 adopting the fiscal year 2024-2025 Capital Improvements Program that was budgeted in the various City Funds totaling \$23,045,534.

BACKGROUND:

The City's Capital Improvements Program was presented at the budget study session on May 22, 2024. After the study session, the City Manager, Department Director, Division Supervisors and Finance staff met for a final review on the Capital Improvements Program.

DISCUSSION:

Following the final review, adjustments were made, and such adjustments are explained further in the summaries below. Once approved by City Council, the Capital Improvements Program will be incorporated with the comprehensive booklet for the Fiscal Year 2024-2025 Adopted Budget. Below is the breakdown of the Capital Improvements Program by fund type. It should be noted that, except for the Local Fiscal Recovery Fund (273), all capital improvement projects are funded through grants and the allocation is from the Special Revenue Funds.

Local Fiscal Recovery Fund (273)

For FY 2024-2025, the Local Fiscal Recovery Fund (273) is programmed to appropriate \$1.339 million in Capital Improvement Projects. Since the budget study session on May 22, 2024, two (2) projects have been revised. The YMCA Resiliency Center Project of \$(500,000) is temporarily removed until grant approval is confirmed and the City Window Replacement Project is increased by \$20,000 per contract cost. Below is the detailed list of the projects that are funded by the Local Fiscal Recovery Fund(273). Also, **see Attachment 2** for a complete list of all Capital Improvement Projects.

Local Fiscal Recovery Fund: Capital Improvement Projects	Amount
Teen Resource Center Project	\$ 114,000
City Yard Fence Replacement	200,000
City Hall Painting Project	100,000
Marquee Sign Replacement Project	155,000
City Hall Window Replacement Project	270,000
52nd Place Sewer Replacement Project	500,000
Total	\$1,339,000

Special Revenue Funds

For FY 2024-2025, Special Revenue Funds are programmed to appropriate \$21.707 million. These projects are related to streets and parks rehabilitation and improvements, and the Teen Center building. Below is the total of the Capital Improvement projects by fund. A detailed listing of all capital improvement projects is included in **Attachment 2**.

Special Revenue Fund	Capital Improvement Projects Amount
Gas Tax Fund (212)	\$ 180,000
SB1 Fund (216)	620,000
Prop C Fund (222)	240,000
Measure R Fund (224)	468,732
Measure M Fund (225)	1,075,500
LACMTA Fund (227)	274,678
CDBG Fund (243)	397,654
Grants Fund (261)	17,904,947
Measure A Park Grant Fund (272)	445,023
Sewer Fund (412)	100,000
Total	\$21,706,534

Last, Government Code Section 65103 requires the planning agency of the City (the Planning Commission) to annually review the proposed Capital Improvement program to determine its consistency with the City's General Plan 2020. At their meeting of May 21, 2024, the Planning Commission made such finding.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City Council is asked to adopt the proposed appropriation FY 2024-25 Capital Improvements Program for all funds totaling \$23,045,534.

The fiscal impact of the proposed appropriations FY 2024-2025 Capital Improvements Program for all funds are summarized in Attachment 2 to Resolution No. 6369.

ATTACHMENT(S)

1. Attachment 1: Resolution No. 6369 FY 2024-25 Capital Improvements Program
2. Attachment 2: FY 2024-25 Capital Improvements Program

RESOLUTION NO. 6369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADOPTING THE FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENTS PROGRAM

WHEREAS, the City Manager and the Finance Staff have prepared and submitted to the City Council the proposed City's Capital Improvements Program budget for Fiscal Year 2024-2025 (FY24-25), which commences July 1, 2024, and ends on June 30, 2025; and

WHEREAS, on May 22, 2024, the City Council conducted budget study session to provide an opportunity to the public to comment on the proposed Capital Improvements Program budget for FY 24-25; and

WHEREAS, the City Council has reviewed the proposed FY24-25 Capital Improvements Program budget; and

WHEREAS, the City Council has determined it necessary for efficient management of the City to appropriate certain Capital Improvements Projects in various Special Revenue Funds and Local Fiscal Recovery Fund.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The Fiscal Year 2024-2025 Capital Improvements Program Budget is described in Attachment 2, to the Staff Report of July 24, 2024 (collectively "Capital Improvements Program Attachments"). The Capital Improvements Program Budget Attachments are hereby incorporated in full as if set forth herein.

Section 2. The City Council hereby adopts the 2024-2025 Capital Improvements Program Budget as described and, in the amounts, set forth in Budget Attachments. The Local Fiscal Recovery Fund (273)'s Capital Improvement Projects' Appropriation for Fiscal Year 2024-2025 shall not exceed \$1,339,000, and the Fiscal Year 2024-2025 Special Revenue Funds' Capital Improvement Projects' Appropriation shall not exceed \$21,706,534. The total Capital Improvement Projects appropriation for combined all City funds total \$23,045,534.

Section 3. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution and the Capital Improvements Program Budget Attachment as the Fiscal Year 2024-2025 Capital Improvements Program budget on file, and effective as of July 24, 2024.

PASSED, APPROVED AND ADOPTED THIS 24th day of July, 2024.

Eddie De La Riva, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6369 was adopted at a regular meeting of the City Council of the City of Maywood held on the 24th day of July, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian E. Juarez, City Clerk

FY 2024-25: Capital Improvement Program							
Type	Project #	Project Name	Project Status	Carry Over/ New/ Complete	Total CIP Costs FY2024/25*	CIP Expenditures at Ending at FY 2023 / 24	Proposed CIP Projects FY 2024/25

Funding Sources											
GAS TAX Fund 212	SB 1 Fund 216	PROP C Fund 222	Measure R Fund 224	Measure M Fund 225	LACMTA Fund 227	CDBG Fund 243	Grants Fund 261	Measure A Park Grant Fund 272	Sewer Fund 412	Local Fiscal Recovery Fund 273	Total Allocation

Streets	6201	Slauson Ave and Atlantic Blvd Congestion Relief	Design	Carry Over	\$ 8,500,000	\$ 397,000	\$ 8,103,000
Streets	6223	Sidewalk Rehabilitation Project FY 2024/2025	Construction	New	97,654		97,654
Streets	6221	Sidewalk Rehabilitation Project FY 2023/2024	Construction	Carry Over	114,627	14,627	100,000
Streets	6119	Randolph Bike Facility Improvement (From District Blvd to LA River) (ATP Cycle 6) Design	Planning	New	200,000		200,000
Streets	6224	Pavement Rehabilitation Project FY 2024/2025 on Various Streets	Construction	New	1,500,000		1,500,000
Streets	6214	Pavement Marking and Striping Program	Planning	Carry Over	225,077	45,077	180,000
Streets	6116	Highway Safety Improvements Cycle 11	Design	Carry Over	1,576,100	54,200	1,521,900
Sewers	6105	52nd Place Sewer Replacement Project	Planning	Carry Over	1,600,000		1,600,000
Parks	6304	Park Improvements Project FY 2024/2025 CDBG	Planning	New	200,000		200,000
Parks	6305	Playground Improvements at Maywood Park	Construction	Carry Over	333,665	372	333,293
Parks	6117	Riverfront Park Renovations	Construction	Carry Over	6,845,419	396	6,845,023
New Building	6103	Teen/Resource Center (4801 Slauson Avenue)	Planning	Carry Over	150,000	36,000	114,000
New Building	6103	Teen/Resource Center (4801 Slauson Avenue)-Rendon CA State Park Grant	Design	New	750,000		750,000
Facilities	6107	City Hall Painting	Construction	New	100,000		100,000
Facilities	6106	City Hall Window Replacement	Construction	Carry Over	270,000		270,000
Facilities	6121	Marquee Sign Replacement	Construction	Carry Over	155,000		155,000
Facilities	6122	City Yard Fence Replacement	Design	New	200,000		200,000
Parks	6310	Baseball Field Improvement	Construction	Carry Over	800,000	24,336	775,664
		Total Capital Projects			\$ 22,817,542	\$ 547,672	\$ 23,045,534

\$ -	\$ -	\$ -	\$ -	\$ 1,020,500	\$ -	\$ -	\$ 7,082,500	\$ -	\$ -	\$ -	\$ 8,103,000
						97,654					97,654
						100,000					100,000
				55,000			145,000				200,000
	620,000	240,000	365,322		274,678						1,500,000
180,000											180,000
			103,410				1,418,490				1,521,900
							1,000,000		100,000	500,000	1,600,000
						200,000					200,000
							333,293				333,293
							6,400,000	445,023			6,845,023
										114,000	114,000
							750,000				750,000
										100,000	100,000
										270,000	270,000
										155,000	155,000
										200,000	200,000
							775,664				775,664
\$ 180,000	\$ 620,000	\$ 240,000	\$ 468,732	\$ 1,075,500	\$ 274,678	\$ 397,654	\$ 17,904,947	\$ 445,023	\$ 100,000	\$ 1,339,000	\$ 23,045,534

*Original Costs are estimates from various fiscal years due to projects carried over through fiscal years



MEETING MINUTES

SPECIAL MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WEDNESDAY, MAY 22, 2024 AT 6:00 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. **CALL TO ORDER/ROLL CALL**

Mayor De La Riva concurrently the called regular and special meeting order at approximately 6:01 p.m.

II. **CITY OFFICIALS**

MAYOR
Eddie De La Riva (present)

CITY CLERK
Brian E. Juarez (present)

MAYOR PRO TEM
Mayra Aguiluz (present)

CITY TREASURER
Mary Mariscal (virtual)

COUNCIL MEMBERS
Jessica Torres (present)
Frank Garcia (present)
Heber Marquez (present)

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (present)

III. **MEETING PROCEDURES**

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/81970260730> AND VIA THE CITY'S FACEBOOK PAGE.

IV. **MAYOR, COUNCILMEMBERS AND STAFF COMMENTS**

City Council provided their comments.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

No public participation.

VI. CONSENT CALENDAR

Mayor De La Riva motion to approve item 1 in the Special Meeting Agenda, and second by Council Member Marquez. AYES: Garcia, Marquez, Torres, Aguiluz, and De La Riva. Motion passed 5-0.

1. ACCEPTANCE OF WORK, FILING NOTICE OF COMPLETION, AND RELEASE RETENTION FUNDS TO HARDY & HARPER, INC. FOR THE PAVEMENT REHABILITATION PROGRAM FY 2022-2023 PROJECT

VII. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following individuals provided public comment:

1. Pastor Francisco Duarte
2. David Perez

VIII. ADJOURNMENT - Mayor De La Riva adjourned the City Council meeting at approximately 6:45 p.m. in honor and memory of Bogdan Sfatcu to next Regular Meeting of the Maywood City Council is scheduled for June 26, 2024, at 5:30 p.m. in the City Council Chambers.



MEETING MINUTES

REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WEDNESDAY, JUNE 26, 2024 AT 5:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. **CALL TO ORDER/ROLL CALL**

Mayor De La Riva called the meeting to order at approximately 5:33 p.m.

II. **CITY OFFICIALS**

MAYOR
Eddie De La Riva (present)

CITY CLERK
Brian E. Juarez (absent)

MAYOR PRO TEM
Mayra Aguiluz (present)

CITY TREASURER
Mary Mariscal (absent)

COUNCIL MEMBERS
Jessica Torres (present)
Frank Garcia (present)
Heber Marquez (present)

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (present)

III. **MEETING PROCEDURES**

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/87090855811> AND VIA THE CITY'S FACEBOOK PAGE.

IV. CLOSED SESSION

Mayor De La Riva called on the City Attorney to provide a report. City Attorney Diaz provided no reportable action.

CONFERENCE WITH LEGAL COUNSEL; EXISTING LITIGATION; GOVERNMENT CODE SECTION 54956.9 (D)(1): COMMERCIAL WASTE SERVICES, INC. V. CITY OF MAYWOOD, LOS ANGELES SUPERIOR COURT CASE NO. 21STCV21097

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

The City Council provided their comments.

VI. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

No public participation.

VII. PRESENTATIONS

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

Special Assignment Deputy Santacruz provided an update on the May 2024 crime statistics. She also invited the City Council and community to the National Night Out Event on Thursday, August 8, from 5 p.m. to 7 p.m.

VIII. PUBLIC HEARING

1. PUBLIC HEARING TO CONSIDER RESOLUTION NO. 6367 APPROVING THE ANNUAL SEWER REPORT AND LEVY OF THE ANNUAL SEWER SERVICE CHARGE FOR FISCAL YEAR 2024-25 AND ORDERING THE ANNUAL SEWER SERVICE CHARGE TO BE COLLECTED ON THE COUNTY OF LOS ANGELES TAX ROLL

Mayor De La Riva opened the public hearing and City Manager Jennifer Vasquez provided a report. Council provided their comments.

Mayor De La Riva opened public comment for this item. David Perez provided a public comment. Mayor De La Riva closed the public hearing. Mayor De La Riva motion to approve the item with a second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

2. PUBLIC HEARING TO CONSIDER RESOLUTION NO. 6368 APPROVING THE FINAL ENGINEER'S REPORT, CONFIRMING THE DIAGRAM AND ASSESSMENTS, AND ORDERING LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STREET LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2024-25 PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

Mayor De La Riva opened the public hearing and City Manager Jennifer Vasquez provided a report. Council provided their comments.

Mayor De La Riva opened public comment for this item. There was no public comment. Mayor De La Riva closed the public hearing. Council Member Garcia motioned to approve the item with a second by Council Member Marquez. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

IX. CONSENT CALENDAR

Mayor De La Riva motion to approve consent calendar items 3-21 (with a revision to Item 13 in a form approved by the CM and CA and a renegotiated amount not to exceed \$66,000 for the project) and a second by Council Member Marquez. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

3. MINUTES OF THE NOVEMBER 28, 2023, ADJOURNED CITY COUNCIL MEETING
4. MINUTES OF THE MAY 8, 2024, ADJOURNED CITY COUNCIL MEETING
5. MINUTES OF THE MAY 22, 2024, ADJOURNED CITY COUNCIL MEETING
6. MINUTES OF THE MAY 22, 2024, REGULAR CITY COUNCIL MEETING
7. REVENUE REPORT MAY 2024
8. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL MAY 2024
9. CONSIDERATION OF ADOPTING RESOLUTION NO. 6363 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
10. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR CARNIVAL GAME SERVICES FOR THE CENTENNIAL CELEBRATION WITH CM AMUSEMENTS & PRODUCTION INC., IN AN AMOUNT NOT-TO-EXCEED \$46,000.00
11. CONSIDERATION OF ADOPTING RESOLUTION NO. 6360 ADOPTING THE CITY'S ANNUAL INVESTMENT POLICY
12. CONSIDERATION OF RESOLUTION NO. 6361 ESTABLISHING AN APPROPRIATION LIMIT PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION FOR FISCAL YEAR 2024-2025 FOR THE CITY OF MAYWOOD

13. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE LOCAL HAZARDOUS MITIGATION PLAN (LHMP) WITH STANTEC CONSULTING SERVICES, IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$75,609.00
14. CONSIDERATION OF APPROVING RESOLUTION NO. 6364 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE ALLOCATION AND RE-ALLOCATION OF PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FUNDS AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CONTRACT FOR FUNDING
15. CONSIDERATION APPROVAL OF LCA1 SHELTER BED AGREEMENT RENEWAL WITH THE CITY OF BELL AT THE SALVATION ARMY BELL SHELTER FOR FY 2024-2025
16. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO ENL BUILDING SERVICE, INC. FOR CITY HALL WINDOW REPLACEMENT PROJECT FOR A TOTAL AMOUNT OF \$214,150.00
17. CONSIDERATION OF APPROVING AN AMENDMENT FOR GRANT WRITING SERVICES WITH CALIFORNIA CONSULTING INC. FOR AN ADDITIONAL YEAR FOR AN AMOUNT NOT-TO-EXCEED \$44,700.00
18. CONSIDERATION OF AWARD OF CONTRACT WITH JMG SECURITY SYSTEMS INC. FOR AN ALARM SYSTEM MONITORING, VIDEO SURVEILLANCE SYSTEM, AND A CARD READER ENTRY SYSTEM FOR THE PUBLIC WORKS CITY MAINTENANCE YARD FACILITY AND ALLOCATE \$42,502.00 FROM THE LOCAL FISCAL RECOVERY FUND FOR THE INSTALLATION OF THE NEW SYSTEM
19. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC. PR FOR THE MAYWOOD TEEN CENTER IMPROVEMENT PROJECT At 4801 EAST SLAUSON AVENUE
20. ACCEPTANCE OF CITY OF MAYWOOD BEAUTIFICATION PROJECT (CLEAN CALIFORNIA GRANT CYCLE 1)
21. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE MAYWOOD ADA SELF EVALUATION AND TRANSITION PLAN

X. DISCUSSION/ACTION ITEMS

22. CITY COUNCIL APPOINTMENT OF A MEMBER TO THE MAYWOOD PLANNING COMMISSION

Mayor De La Riva and City Council called on the candidates that attended the meeting and allowed for a brief introduction and they answered questions. After a discussion, Mayor De La Riva motioned to approve the new term to Raul Rodriguez for the vacant seat within the Planning Commission with a second by Council Member Marquez. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

23. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO IGLESIA BOTANIA, LOCATED AT 5000 SLAUSON AVENUE (SPEAKER ANTHONY RENDON RIVERFRONT PARK) FOR A TOY GIVEAWAY DRIVE AND CONDITIONS OF APPROVAL AS RECOMMENDED IN THIS REPORT

City Manager Jennifer Vasquez presented the item. Building and Planning Director Steve Fowler provided a brief presentation. City Council provided their comments. Mayor De La Riva Motioned to approve this item with a second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

24. CONSIDERATION TO APPROVE RESOLUTION NO. 6359, ADOPTING THE FISCAL YEAR 2024-2025 OPERATING BUDGET FOR THE CITY OF MAYWOOD

City Manager Jennifer Vasquez presented the item. Finance Director Rimo Hanson provided a presentation. City Council provided their comments. Council Member Marquez motioned to approved this item with a second by Council Member Torres. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

25. CONSIDERATION OF APPROVING RESOLUTION NO. 6362, FIXING THE AMOUNT OF REVENUE FROM A PROPERTY TAX LEVY APPROVED BY THE VOTERS OF THE CITY OF MAYWOOD FOR THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) AT THE SAME RATE OF SUCH TAXES AS LAST YEAR AND LEVYING SUCH TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024

City Manager Jennifer Vasquez presented the item. Finance Director Rimo Hanson provided a brief presentation. City Council provided their comments. Mayor Pro Tem Aguiluz motioned to approve this item with a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

26. DISCUSS AND PROVIDE DIRECTION REGARDING THE FUNDING LIMITS UNDER THE CITY'S COMMUNITY BENEFIT FUND FOR LOS ANGELES UNIFIED SCHOOL DISTRICT SCHOOLS THAT SERVE THE CITY OF MAYWOOD COMMUNITY

City Manager Jennifer Vasquez presented the item. City Council provided their comments and direction. Item will be brought back at a future City Council meeting with a revised policy.

27. CONSIDERATION OF APPROVAL OF RESOLUTION NO. 6365 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING A FIVE-YEAR MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR PUBLIC SERVICES PROVIDED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO PROCURE SERVICES OF THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT UP TO AN AMOUNT AUTHORIZED IN THE CITY'S OPERATING

BUDGET FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2029

City Manager Jennifer Vasquez presented the item. City Council provided their comments. Council Member Garcia motioned to approve this item with a second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

28. CONSIDERATION OF SETTING A PUBLIC HEARING FOR JULY 24, 2024, LEADING TO THE ADOPTION OF A RESOLUTION AUTHORIZING DELIQUENT RUBBISH COLLECTION CHARGES TO BE PLACED AS LIENS ON REAL PROPERTY IN THE CITY OF MAYWOOD

City Manager Jennifer Vasquez presented the item. City Council provided their comments. Mayor De La Riva motioned to approve this item with a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Public comment provided by:

1. David Perez
2. Heather Willson

- XII. ADJOURNMENT – Mayor De La Riva adjourned the meeting at approximately 7:28 p.m. to the next Regular Meeting of the Maywood City Council scheduled for Wednesday, July 24, 2024, at 5:30 p.m. in the City Council Chambers.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT
RIMO HANSON, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT JUNE 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2023 - June 2024.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue Report for the City Council's review.

DISCUSSION:

The total revenue received from July 2023 - June 2024 totaled \$19,360,312.04, which is lower than the same period last year. This is primarily due to the fact that the City received its second one-time installment in the amount of \$3,226,257 from the American Rescue Plan Act of 2021 (ARPA) in July 2022. In addition, we have encountered a drop in the issuance of building and public works permits and in the collections of cannabis sales tax. Nevertheless, there is a 1.15% increase in General Fund Revenue Totals.

The attached analysis compares prior YTD and current YTD Revenue.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July 2023 - June 2024 - City of Maywood FY 2023-2024

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
GENERAL FUND	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Taxes:						
Franchise & Collectors Fee	\$489,311.25	\$526,748.41	\$37,437.16	7.65%	\$555,000.00	94.91%
Property Taxes	\$755,243.56	\$770,311.11	\$15,067.55	2.00%	\$720,000.00	106.99%
4211 - Utility Users Tax	\$1,342,460.05	\$1,331,284.66	(\$11,175.39)	-0.83%	\$1,200,000.00	110.94%
4206 - Real Estate Transfer Tax	\$15,375.55	\$13,714.27	(\$1,661.28)	-10.80%	\$28,000.00	48.98%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$77,753.88	\$78,642.00	\$888.12	1.14%	\$77,250.00	101.80%
4212 - Cannabis Sales Tax	\$1,695,131.59	\$1,248,495.27	(\$446,636.32)	-26.35%	\$1,750,000.00	71.34%
4201 - Sales and Use Tax Revenue	\$2,018,667.68	\$1,985,777.26	(\$32,890.42)	-1.63%	\$2,400,000.00	82.74%
Taxes Totals	\$6,393,943.56	\$5,954,972.98	(\$438,970.58)	-6.87%	\$6,730,250.00	88.48%
GENERAL FUND	FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.					
Licenses & Permits:						
4301 - Compliance Program Fee	\$45,000.00	\$45,000.00	\$0.00	0.00%	\$45,000.00	100.00%
Residential & Building Permits	\$23,841.50	\$15,156.70	(\$8,684.80)	-36.43%	\$21,500.00	70.50%
4305 - Public Works Permit Fees	\$206,958.40	\$114,604.50	(\$92,353.90)	-44.62%	\$190,000.00	60.32%
Other Fees & Permits	\$19,741.52	\$28,401.84	\$8,660.32	43.87%	\$18,000.00	157.79%
4320 - Occupancy Permits	\$4,124.20	\$2,987.00	(\$1,137.20)	-27.57%	\$6,000.00	49.78%
4313 - Building Permits	\$94,603.36	\$57,138.13	(\$37,465.23)	-39.60%	\$80,000.00	71.42%
4307 - Commercial Cannabis Renewal Fees	\$89,100.00	\$74,250.00	(\$14,850.00)	-16.67%	\$74,250.00	100.00%
4322 - Parking Permits	\$59,917.00	\$61,715.00	\$1,798.00	3.00%	\$60,000.00	102.86%
4311 - Apartment License	\$16,095.87	\$20,402.17	\$4,306.30	26.75%	\$16,000.00	127.51%
4205 - Business License Tax	\$235,248.27	\$254,532.32	\$19,284.05	8.20%	\$220,000.00	115.70%
4110 - Vehicle License Fees Excess	\$25,763.76	\$31,047.06	\$5,283.30	20.51%	\$0.00	0.00%
4107 - Motor Vehicle License Fee (VLF) in lieu Property Tax Payment	\$3,363,110.00	\$3,540,038.00	\$176,928.00	5.26%	\$3,464,000.00	102.20%
Licenses and Permits Totals	\$4,183,503.88	\$4,245,272.72	\$61,768.84	1.48%	\$4,194,750.00	101.20%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference (B minus A)	D - Current YTD Prior YTD % Difference (B divided by A minus 1)	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received (B divided by F)
GENERAL FUND						
Charges for Services: CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.						
4701 - Waste Management Assessment	\$368.22	\$0.00	(\$368.22)	0.00%	\$0.00	0.00%
4704 - Plan Check Fees	\$54,564.44	\$78,975.22	\$24,410.78	44.74%	\$50,000.00	157.95%
4702 - Rents & Concessions	\$23,814.00	\$23,814.00	\$0.00	0.00%	\$23,814.00	100.00%
Charges for Services Totals	\$78,746.66	\$102,789.22	\$24,042.56	30.53%	\$73,814.00	139.25%
GENERAL FUND						
Fines and Forfeitures: FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
4401 - Penalties: Apt & Bus License	\$10,638.35	\$16,896.13	\$6,257.78	58.82%	\$5,700.00	296.42%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$174,778.96	\$238,160.45	\$63,381.49	36.26%	\$180,000.00	132.31%
4403 - Citations: Administrative	\$4,800.00	\$3,100.00	(\$1,700.00)	-35.42%	\$6,000.00	51.67%
4402 - Citations: Parking	\$408,017.78	\$401,346.37	(\$6,671.41)	-1.64%	\$412,000.00	97.41%
Fines and Forfeitures Totals	\$598,235.09	\$659,502.95	\$61,267.86	10.24%	\$603,700.00	109.24%
GENERAL FUND						
Leases and Concessions: LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
4501 - Leased Property Rental Income	\$53,466.80	\$59,005.96	\$5,539.16	10.36%	\$59,005.00	100.00%
Leases and Concessions Totals	\$53,466.80	\$59,005.96	\$5,539.16	10.36%	\$59,005.00	100.00%
GENERAL FUND						
Miscellaneous: MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
4817 - Good Corporate Citizen Program	\$20,000.00	\$20,000.00	\$0.00	0.00%	\$20,000.00	100.00%
4803 - Interest Income	\$168,511.91	\$463,719.82	\$295,207.91	175.19%	\$93,000.00	498.62%
4809 - Miscellaneous Revenue	\$55,967.55	\$132,800.22	\$76,832.67	137.28%	\$48,000.00	276.67%
4804 -Other (Recycle + ABx1 Reimbursement)	\$6,527.00	\$0.00	(\$6,527.00)	0.00%	\$7,000.00	0.00%
Miscellaneous Revenue Totals	\$251,006.46	\$616,520.04	\$365,513.58	145.62%	\$168,000.00	366.98%
GENERAL FUND						
Retiree Pension Levy: RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
4830 - Retiree Pension Levy	\$1,279,179.34	\$1,348,113.34	\$68,934.00	5.39%	\$1,300,000.00	103.70%
Retiree Pension Levy Totals	\$1,279,179.34	\$1,348,113.34	\$68,934.00	5.39%	\$1,300,000.00	103.70%
General Fund Revenue Totals	\$12,838,081.79	\$12,986,177.21	\$148,095.42	1.15%	\$13,129,519.00	98.91%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
SPECIAL REVENUE FUND	SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.					
212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	\$580,477.30	\$642,073.69	\$61,596.39	10.61%	\$620,323.00	103.51%
214 - Transportation Development Act (TDA) Bikeway	\$0.00	\$0.00	\$0.00	0.00%	\$29,037.00	0.00%
221 - Proposition A Transit Fund	\$727,483.53	\$658,205.72	(\$69,277.81)	-9.52%	\$717,151.00	91.78%
222 - Proposition C Transit Fund	\$608,014.86	\$507,101.31	(\$100,913.55)	-16.60%	\$594,858.00	85.25%
224 - Measure R Transit Fund	\$452,424.99	\$409,399.62	(\$43,025.37)	-9.51%	\$446,144.00	91.76%
225 - Measure M Transit Fund	\$511,783.54	\$437,347.92	(\$74,435.62)	-14.54%	\$505,629.00	86.50%
227 - LACMTA Fund	\$274,678.00	\$0.00	(\$274,678.00)	0.00%	\$0.00	0.00%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$462,655.35	\$476,867.69	\$14,212.34	3.07%	\$535,751.00	89.01%
243 - Community Development Block Grant (CDBG)	\$304,704.00	\$318,311.00	\$13,607.00	4.47%	\$356,826.00	89.21%
223 - Air Quality Management District (AQMD) Fund	\$24,479.97	\$24,759.15	\$279.18	1.14%	\$34,700.00	71.35%
232 - Supplemental Law Enforcement Services Fund (SLESF) Grant	\$165,271.25	\$100,000.00	(\$65,271.25)	-39.49%	\$159,900.00	62.54%
251 - Street Lighting Fund	\$168,351.85	\$170,812.54	\$2,460.69	1.46%	\$174,520.00	97.88%
611 - Redevelopment "Successor" Agency Fund	\$1,237,208.00	\$1,237,515.00	\$307.00	0.02%	\$0.00	0.00%
412 - Sewer Enterprise Fund	\$281,431.56	\$366,887.21	\$85,455.65	30.36%	\$298,633.00	122.86%
261 - Federal / State / County Grants	\$251,175.69	\$850,126.41	\$598,950.72	238.46%	\$0.00	0.00%
273 - Local Fiscal Recovery Fund	\$3,226,257.00	\$0.00	(\$3,226,257.00)	0.00%	\$0.00	0.00%
280 - Measure W Safe Clean Water Program Fund	\$352,921.21	\$174,727.57	(\$178,193.64)	-50.49%	\$177,031.00	98.70%
Special Revenue Totals	\$9,629,318.10	\$6,374,134.83	(\$3,255,183.27)	-33.80%	\$4,650,503.00	137.06%
Total Revenues	\$22,467,399.89	\$19,360,312.04	(\$3,107,087.85)	-13.83%	\$17,780,022.00	108.89%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT
RIMO HANSON, FINANCE DIRECTOR

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL JUNE 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for June 2024.

BACKGROUND:

In accordance with the City of Maywood's Adopted Investment Policy (Resolution No. 6360 dated 6/26/2024) and to provide information to the City Council, the City's Finance Department prepares a *Monthly Cash and Investment Report* for the City Council's review. The report will show the City's cash position at the month's end as well as investments.

DISCUSSION:

The cash and investment balances are across all funds of the City and include restricted, unrestricted, and budgeted amounts. These balances do not represent the available balance for spending as most are either restricted or have already been appropriated for in the City budget. The purpose of this report is to show the cash and investment balances as reported on a date only and does not represent the City's available fund balance. The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

The City maintains cash in a General Account, investments in the Local Agency Investment Fund (LAIF), investments in the California Employers' Retiree Benefit Trust (CERBT) a Section 115 trust fund dedicated to prefunding other Post-Employment Benefits (OPEB), and investments in the California Employers' Pension Prefunding Trust (CEPPT). The attached report shows the cash and investments as of June 30, 2024.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. June 2024 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of June 30, 2024

Description	Type	Ending Balance as of 6/30/2024
A - Non-Investment Cash Accounts		
A1 - US Bank - June 2024	Cash	\$5,668,339.06
A2 - Total Cash Accounts		<u>\$5,668,339.06</u>
B - Investment Accounts		
B1 - Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$15,631,761.41
B2 - California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT) Calculated Report Results as of June 30, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$1,052,915.05
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of June 30, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$990,043.85</u>
B4 - Total Investment Accounts		<u>\$17,674,720.31</u>
C - Total Cash and Investments		<u>\$23,343,059.37</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: LUZ MARIA, ACCOUNTING SPECIALIST
RIMO HANSON, FINANCE DIRECTOR

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6370 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

Staff recommends that the City Council receive, approve and file the warrant and ACH registers and wire transfers dated 06/15/2024 through 07/17/2024, and net payrolls dated 06/19/2024 through 07/03/2024 and adopt Resolution No. 6370 approving Warrants for Payment.

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls. The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/ Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews - as an Internal Control that supports the Management Control - all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called Warrant Demand) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. Automated Clearing House (ACH) transactions are made using a network that electronically moves money

between the City's bank accounts to a payee's bank account. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a summary document (Exhibit A-Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY2023-24 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (method of electronic funds transfer from the City of Maywood to one person or organization), and Automated Clearing House (ACH) transactions.

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total disbursements for Warrant /ACH Registers and Wire Transfers are \$2,149,428.36 for the period of 06/16/24 to 07/17/24. This amount is comprised of Warrant Registers of \$1,416,328.71 ACH registers of \$597,721.37 and Payroll Wire Transfers of \$135,378.28

F.Y. 23-24 Impact: Summary of the Warrant/ACH Registers disbursements by Fund.		Current F.Y. Budget: 2023/2024
Fund Impacted:		Budget adjustment requested:
Fund	Amount	
100- General Fund	\$1,288,334.06	
212-Gas Tax Fund	\$59,535.26	
216-SB-1 Road Maint. Reha. Act Fund	\$175,180.06	
221-Proposition A Fund	\$38,254.13	
222-Proposition C Fund	\$1,039.27	
224-Measure R Fund	\$5,121.11	
225- Measure M Fund	\$10,574.76	
243-CDBG Fund	\$18,336.38	
251-Street Lighting Fund	\$12,846.79	
261-Grants Fund	\$340,349.26	

272-Measure A Parks Fund	\$345.00			
273-Local Fiscal Fund	\$19,783.43			
280-Measure W Fund	\$12,877.00			
412-Sewer Enterprise Fund	\$25,138.28			
611-Successor Agency Fund	\$6,335.29			
Total	\$2,014,050.08			
Source of funds:Various Funds		Updated	Account	Budget:Not
Account Number:Various General Ledger Accounts		applicable		
		For fiscal year: 2023/2024		

ATTACHMENT(S)

1. Resolution No.6370 Approving the Warrants for Register 7-24-24
2. Exhibit A Summary Warrant Demand 7.24.24
3. Exhibit B Warrant Register Detail 7.24.24

RESOLUTION NO. 6370

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA, AND SUCCESSOR AGENCY TO
THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY
APPROVING THE WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance,
and

WHEREAS , the Director of Finance has certified to the accuracy and availability of funds
for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of
the City of Maywood and Successor Agency to the Maywood Community Redevelopment
Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire
Transfers/Automated Clearing House (ACH) Transactions for \$2,149,428.36 are hereby
ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 24th day of July 2024.

Eddie De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No.6370, was duly passed, approved by not less than three members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 24th day of July, 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, July 24, 2024

Accounts Payable

	Amount
Accounts Payable void warrants for payment: Checks No. 092312	\$0.00
Accounts Payable prepaid warrants for payment: Checks No. 092254 - 092317	\$ 680,969.73
Accounts Payable regular warrants for payment: Checks No. 092318 - 092361	\$ 735,358.98
Accounts Payable regular warrants for payment: ACH No. ACH-159 - ACH-174	\$ 597,721.37
Sub-total	<u>\$ 2,014,050.08</u>

Wire Transfers/ACH Transactions

06/19/24 Payroll Pay Period 6/2/2024 - 6/15/2024	\$ 67,368.60
07/03/24 Payroll Pay Period 6/16/2024 - 6/29/2024	\$ 67,564.67
Sub-total	<u>\$ 135,378.28</u>

Total Demands	<u><u>\$ 2,149,428.36</u></u>
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City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092254	P	6/28/2024	Superb Engineering Inc.	90,489.51	Clean California - Beautification Project	Grants Fund	261
092255	P	7/3/2024	AFSCME District Council 36	605.57	AFSCME Membership Dues	General Fund	100
092256	P	7/3/2024	Amazon Capital Services	111.67	Community Benifit Fund- MaCES	General Fund	100
		7/3/2024	Amazon Capital Services	2,032.90	Community Benifit Fund-Fishburn Elem.- Chromebook	General Fund	100
		7/3/2024	Amazon Capital Services	18.60	Community Event and Office Supplies	General Fund	100
		7/3/2024	Amazon Capital Services	316.45	Community Event- Outdoor Events (Mayor's Play Ball)	General Fund	100
		7/3/2024	Amazon Capital Services	54.70	Community Events-Supplies- MaCES	General Fund	100
		7/3/2024	Amazon Capital Services	651.95	Recreation Supplies Youth Sport Program	General Fund	100
092257	P	7/3/2024	American Marker	242.55	Youth Commission Supplies	General Fund	100
092258	P	7/3/2024	Angel Villegas	989.86	Retiree Medical Reimbursement Angel V. July 2024	General Fund	100
092259	P	7/3/2024	AT & T Long Distance	45.73	Emergency Long Distance Phone Serv.- May 2024	General Fund	100
092260	P	7/3/2024	AT&T U-verse	107.00	Internet Services 6/19/24- 7/18/24	General Fund	100
092261	P	7/3/2024	Base Hill Inc.	6,172.97	City of Maywood Janitorial Services - Base Hill, Inc. June 2	General Fund	100
		7/3/2024	Base Hill Inc.	6,172.97	City of Maywood Janitorial Services - Base Hill, Inc. May 20	General Fund	100
092262	P	7/3/2024	Belinda Murillo	50.00	Belinda Murillo-Stipend Youth Commissioner 6-12-24	General Fund	100
092263	P	7/3/2024	Brent Talmo	989.86	Retiree Medical Reimbursement Brent T. July 2024	General Fund	100
092264	P	7/3/2024	Brian E. Juarez	300.00	City Clerk Stipend- Brian J. July-24	General Fund	100
092265	P	7/3/2024	Bruce Leflar	1,207.90	Retiree Medical Reimbursement Bruce L. July 2024	General Fund	100
092266	P	7/3/2024	Burke, Williams & Sorensen, LLP	2,000.00	Legal and Professional Services April 2024	General Fund	100
092267	P	7/3/2024	Christine M. Locher	291.15	Retiree Medical Reimbursement Christine Locher July 2024	General Fund	100
092268	P	7/3/2024	CM Amusement	23,000.00	Centennial Celebration(9/7/24) - Carnival Rides & Game Booth	General Fund	100
092269	P	7/3/2024	County of L.A. Dept. of Animal Control	8,449.62	Animal Control for April 2024	General Fund	100
		7/3/2024	County of L.A. Dept. of Animal Control	9,235.82	Animal Control for May 2024	General Fund	100
092272	P	7/3/2024	Crosstown Electrical & Data Inc.	221.39	Atlantic & Slauson Ave. 4-30-24	General Fund	100
		7/3/2024	Crosstown Electrical & Data Inc.	368.98	Slauson Ave. 4/8/24	General Fund	100
		7/3/2024	Crosstown Electrical & Data Inc.	295.18	54th Street 4/2/24	Gas Tax Fund	212

City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		7/3/2024	Crosstown Electrical & Data Inc.	7,698.38	5515 Atlantic Ave. 4-9-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	451.26	6058 Alamo 4/16/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	766.09	Alamo & 60 St. 4-10-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	836.44	Atlantic Ave. & 55 St. 4-1-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	516.27	Atlantic Ave. & 57 St. 4-26-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	466.37	Atlantic Ave. & 60 St. 4-26-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	221.39	Atlantic Ave. & 61 St. 4-26-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	349.70	Atlantic Ave. & King Ave. 4-26-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	390.99	Atlantic Ave. & Slauson Ave. 4-2-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	635.27	Atlantic Ave. & Slauson Ave. 4-29-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	473.09	Slauson & Everett Ave. 4-26-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	878.89	Slauson Ave. & Alamo Ave. 4-1-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	190.04	Slauson Ave. & Alamo Ave. 4-2-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	516.57	Slauson Ave. & Alamo Ave. 4-4-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	435.63	Slauson Ave. & Alamo Ave. 4/25/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	325.50	Slauson Ave. & Corona Ave. 4-29-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	1,190.18	Slauson Ave. & Heliotrope Ave. 4/24/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	192.41	Slauson Ave. & Loma Vista Ave. 4-2-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	600.79	Slauson Ave. & Loma Vista Ave. 4/29/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	471.88	Slauson Ave. & Mayflower Ave. 4-2-24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	1,507.93	Slauson Ave. & Mayflower Ave. 4/12/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	392.20	Slauson Ave. & Mayflower Ave. 4/26/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	548.28	Slauson Ave. & Maywood Ave. 4/25/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	1,025.56	Slauson Ave. & Pine Ave. 4/29/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	168.81	Slauson Ave. & Woodlawn Ave. 4/25/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	295.18	Slauson Ave. (Heliotrope Elementary) 4/19/24	Gas Tax Fund	212
		7/3/2024	Crosstown Electrical & Data Inc.	1,624.18	Slauson Avenue & Alamo Avenue 4-8-24	Gas Tax Fund	212

City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		7/3/2024	Crosstown Electrical & Data Inc.	2,057.40	City's Street Preventive Maintenance- May 2024	Street Lighting Fund	251
092273	P	7/3/2024	Daily Journal Corporation	435.00	Maywood Public Hearing Notice - Delinquent Rubbish	General Fund	100
		7/3/2024	Daily Journal Corporation	295.00	Notice of Public Hearing To Adopt Annual City of Maywood	General Fund	100
		7/3/2024	Daily Journal Corporation	720.00	Notice of Public Hearing To Approve The Report Prepare	General Fund	100
092274	P	7/3/2024	Daisy Guerrero	76.75	Reimbursement D.G.- Court Filing Fees Teen Center	Local Fiscal Recovery Fund	273
092275	P	7/3/2024	Deluxe	1,145.62	Office Supplies- Deposit Bags	General Fund	100
092276	P	7/3/2024	Diana Cho & Associates	4,268.00	CDBG Code Enforcement Consulting - April 2024	CDBG	243
		7/3/2024	Diana Cho & Associates	1,496.00	CDBG Code Enforcement Consulting - March 2024	CDBG	243
		7/3/2024	Diana Cho & Associates	440.00	Consulting Services Sidewalk Rehabilitation Project Apr-24	CDBG	243
		7/3/2024	Diana Cho & Associates	352.00	Consulting Services Sidewalk Rehabilitation Project Mar-24	CDBG	243
092277	P	7/3/2024	Diana Joana Arechiga	4,300.00	Community Benefit Fund -Fishburn Elementary School Murals -	General Fund	100
092278	P	7/3/2024	Edward Ahrens	1,573.82	Retiree Medical Reimbursement Edward A. July 2024	General Fund	100
092279	P	7/3/2024	Eliud James Gonzalez	50.00	Eliud J. Gonzalez-Stipend Youth Commissioner 6-12-24	General Fund	100
092280	P	7/3/2024	Foster & Foster Consulting Actuaries, Inc.	11,950.00	Services GASB and OPEB 6/30/2023	General Fund	100
092281	P	7/3/2024	GovernmentJobs.com Inc. dba NeoGov	1,252.60	Subscription fee for GovernmentJobs.com 08/08/2024-08/07/202	General Fund	100
092282	P	7/3/2024	Hardy & Harper, Inc.	171,509.06	Pavement Rehabilitation Program FY 22-23-Ret Release	SB-1 Road Maint. Reha. Act Fund	216
092283	P	7/3/2024	Heber Marquez	518.03	Reimburse H.M. for NALEO Conferences	General Fund	100
092284	P	7/3/2024	Hinderliter de Llamas & Assoc.	1,284.95	Contract Services-Sales Tax April-June 2024	General Fund	100
092285	P	7/3/2024	Innovative Fence Inc.	5,483.00	Instalation of cage around backflow device at Maywood Park	General Fund	100
092286	P	7/3/2024	Jaylene Grace Martinez	50.00	Jaylene Martinez-Stipend Youth Commissioner 6-12-24	General Fund	100
092287	P	7/3/2024	Just Printing	202.57	Glass door decals	General Fund	100
092288	P	7/3/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant 5-16-24 to 6-14-24	General Fund	100
092289	P	7/3/2024	Kimley-Horn and Associates Inc.	4,556.99	HSIP Cycle 11 Traffic Signal Improvements May 2024	Measure R Transit Fund	224

City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092290	P	7/3/2024	Los Angeles County Public Works	716.72	May 2024 - Sewer SR #271138 52nd Place Point Repairs	Sewer Enterprise Fund	412
		7/3/2024	Los Angeles County Public Works	23,663.56	SR #270942 Maintenance of Sanitary Sewer-Jan2024 - Mar2024	Sewer Enterprise Fund	412
092291	P	7/3/2024	LEAGUE OF CALIFORNIA CITIES	1,081.50	Membership Dues for Calendar FY 2024-2025	General Fund	100
092292	P	7/3/2024	Los Angeles Neighborhood Land Trust	102,874.51	Maywood Parks Project- Planning and Design	Grants Fund	261
092293	P	7/3/2024	Magaly Juliet Guzman	50.00	Magaly Guzman-Stipend Youth Commissioner 6-12-24	General Fund	100
092294	P	7/3/2024	Mary Mariscal	50.00	Treasurer Stipend- Mary M.July-24	General Fund	100
092295	P	7/3/2024	Mayra Aguiluz	580.75	Reimbursement- NALEO Conf. M.A. 6/17/24	General Fund	100
092296	P	7/3/2024	Melissa Hernandez	48.00	Refund for a Citation #177144660- M.H.	General Fund	100
092297	P	7/3/2024	Metro Transit Services	37,911.12	Public Transport. & Dail-A-Ride Service May 2024	Proposition A Transit Fund	221
092298	P	7/3/2024	Miguel Leon	28.90	Mileage Reimbursement M.L. 6/11/24	General Fund	100
		7/3/2024	Miguel Leon	6.00	Parking Reimbursement M.L. 6/11/24	General Fund	100
092299	P	7/3/2024	North Star Landcare	5,755.75	Landscape Services for the City of Maywood April 2024	General Fund	100
		7/3/2024	North Star Landcare	5,755.75	Landscape Services for the City of Maywood May 2024	General Fund	100
092300	P	7/3/2024	Ok Printing Design & Digital Print	2,550.00	Newsletter Printing- Jul/Aug/Sep 2024	General Fund	100
		7/3/2024	Ok Printing Design & Digital Print	188.00	Univision Broadcast Event - Poster Board and Banner	General Fund	100
092301	P	7/3/2024	Phoenix Group Information Systems	1,783.28	May 2024 Permit Processing Fee	General Fund	100
		7/3/2024	Phoenix Group Information Systems	156.06	May2024 Citation Admin. Processing Fee	General Fund	100
092302	P	7/3/2024	Revenue & Cost Specialists, LLC	2,999.41	Rent Stabilization Program and Dodgers Dreamfield Rental Com	Local Fiscal Recovery Fund	273
092303	P	7/3/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maintenance for the month of April 2024	General Fund	100
092304	P	7/3/2024	Robert Leach	1,005.00	Retiree Medical Reimbursement Robert L.July 2024	General Fund	100
092305	P	7/3/2024	Ronald Lindsey	1,422.62	Retiree Medical Reimbursement Ronald L. July 2024	General Fund	100
092306	P	7/3/2024	Roy Alexande Hernandez	50.00	Roy Hernandez-Stipend Youth Commissioner 6-12-24	General Fund	100
092307	P	7/3/2024	Sparkletts Drinking Water Corp	159.87	City Hall Drinking Water for Staff Bill June 2024	General Fund	100
092308	P	7/3/2024	Staples Business Advantage	408.03	Office Supplies	General Fund	100
092309	P	7/3/2024	Quadiant Finance USA Inc.	300.00	Acct# 7900044081189551 Postage Usage 06/06/24-06/11/24	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092312	VOID	7/3/2024	Transtech Engineers Inc	0.00	20846 Maywood City Engineering Services- April 2024	General Fund	100
092313	P	7/3/2024	Uziel Jimenez Santamaria	1,150.00	Univision Event - Centennial Event T-shirt print - 100	General Fund	100
092314	P	7/3/2024	Vortex Industries, LLC.	972.50	Building Repairs Iron Gate	General Fund	100
92317	P	7/8/2024	Transtech Engineers Inc	1,148.00	20846 Maywood City Engineering Services- April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	7,399.00	20919 May PW Encroachment Permit Insp. Serv. April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	6,244.00	20919 May PW Encroachment Permit Insp. Serv. February 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	240.00	210109 May 3750 E 58th PW FM PC-April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	246.00	210150 May Encroachment Permit- April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	1,091.75	220534 May ATP Cycle 6 Randolph- April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	99.00	230687 MAY I-710 Task Force Investment Plan- April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	404.00	230901 MAY LS 4010-4020 Slauson PC- April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	198.00	231011 May First/Last Mile for Eastside Transit Corridor Pha	General Fund	100
		7/8/2024	Transtech Engineers Inc	2,189.00	231449 May ADA Master Plan-April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	4,278.00	240108 May Public Works Yard- April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	532.00	240352 May SB1 RMRA FY24-25 Resolution- April 2024	General Fund	100
		7/8/2024	Transtech Engineers Inc	76.00	201040 May TRF Heliotrope Ave. at 60th St. Traffic Calming R	Gas Tax Fund	212
		7/8/2024	Transtech Engineers Inc	656.00	201047 May TSSP-April 2024	Gas Tax Fund	212
		7/8/2024	Transtech Engineers Inc	82.00	240044 May TRF 58th from Atlantic to King -April 2024	Gas Tax Fund	212
		7/8/2024	Transtech Engineers Inc	82.00	240045 May TRF 57th from King to Mayflower Speed Humps -Apri	Gas Tax Fund	212
		7/8/2024	Transtech Engineers Inc	82.00	240046 May TRF King from Slauson to 57th Speed Humps-April 2	Gas Tax Fund	212
		7/8/2024	Transtech Engineers Inc	164.00	240405 May TRF Heliotrope Elementary School Community Meetin	Gas Tax Fund	212
		7/8/2024	Transtech Engineers Inc	3,671.00	230834 May FY22-23 Pavement Rehabilitation CMCI-April 2024	SB-1 Road Maint. Reha. Act Fund	216
		7/8/2024	Transtech Engineers Inc	930.00	231281 May Sidewalk-Curb Ramp April 2024	CDBG	243

City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		7/8/2024	Transtech Engineers Inc	1,426.00	231281 May Sidewalk-Curb Ramp March 2024	CDBG	243
		7/8/2024	Transtech Engineers Inc	5,725.00	20901 May CIP Slauson Ave. Corridor IMP-April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	5,954.00	210065 May Baseball Field Improvements- April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	5,464.25	211287 May ATP CYC 5 Coordination and Bike Master-April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	495.00	220072 May Street And Median Improv. At Slauson- Atlantic-Ap	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	594.00	220072 May Street And Median Improv. At Slauson- Atlantic-Ma	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	891.00	230434 May HSIP Cycle 11 Improvements PE Phase-April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	93.00	230628 May Clean California Grant Design Phase- April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	2,718.00	240095 May ATP Cycle 7 Support- April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	1,453.00	240122 May Maywood Park Project- April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	24,871.00	240147 May CCC1 City-April 2024	Grants Fund	261
		7/8/2024	Transtech Engineers Inc	3,720.00	231284 May City Window Replacement Project-April 2024	Local Fiscal Recovery Fund	273
		7/8/2024	Transtech Engineers Inc	1,635.00	240011 May Teen Center 4801 E Slauson Ave.- April 2024	Local Fiscal Recovery Fund	273
		7/8/2024	Transtech Engineers Inc	3,685.00	240030 May Marquee Sign Replacement Project-Aprill 2024	Local Fiscal Recovery Fund	273
		7/8/2024	Transtech Engineers Inc	164.00	210314 May Sewer Charge Assessment District-April 2024	Sewer Enterprise Fund	412
		7/8/2024	Transtech Engineers Inc	594.00	210795 May Sewer Improv. 52nd St and other locations-April 2	Sewer Enterprise Fund	412
092318		7/17/2024	A-A Backflow Testing	470.00	Backflow device repairs - YMCA Dodger Dream Field Maywood Pa	General Fund	100
092319		7/17/2024	ACC Business	824.22	Internet Services From 5/11/24-6/10/24	General Fund	100
092320		7/17/2024	Amazon Capital Services	117.17	Building Supplies	General Fund	100
		7/17/2024	Amazon Capital Services	9.70	Grinder Flange Angle Wrench Metal Lock Nut Fit for Power Too	General Fund	100
		7/17/2024	Amazon Capital Services	152.19	Toner Cartridges for Printer	General Fund	100
092321		7/17/2024	AT&T	29.12	Emergency Elevator Phone Service - June 2024	General Fund	100
092322		7/17/2024	AT & T Long Distance	48.40	Emergency Long Distance Phone Service - June 2024	General Fund	100
092323		7/17/2024	Auto Accessories Emergency Lights	950.00	Remove Light Bar from 103 and install it onto 101	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092324		7/17/2024	BELL'S GLASS	286.23	Bell Glass replaced the damaged glass dooor	General Fund	100
092325		7/17/2024	California Consulting Inc.	3,725.00	Grant Writing Services - July 2024	General Fund	100
092326		7/17/2024	Celestial Air Conditioning Co. Inc.	450.36	Repair conduit connection for AC units at Sheriff Station	General Fund	100
092327		7/17/2024	Charter Communications Holdings, LLC	628.63	Internet and Phone Services July 2024	General Fund	100
092328		7/17/2024	City Fabrick	345.00	Randolph Beautification Project - Technical Assistance Progr	Measure A Parks Fund	272
092329		7/17/2024	CoreLogic Solutions LLC.	150.00	Property Finder Service June 2024	General Fund	100
092330		7/17/2024	Crosstown Electrical & Data Inc.	590.36	City Hall - 5-13-24	General Fund	100
		7/17/2024	Crosstown Electrical & Data Inc.	627.33	City Hall - 5-22-24	General Fund	100
		7/17/2024	Crosstown Electrical & Data Inc.	1,402.90	Riverfront Park 5-30-24	General Fund	100
		7/17/2024	Crosstown Electrical & Data Inc.	134.44	Atlantic Ave. & 55 St. 5-13-24	Gas Tax Fund	212
		7/17/2024	Crosstown Electrical & Data Inc.	295.18	Atlantic Ave. & 57 St. 5-30-24	Gas Tax Fund	212
		7/17/2024	Crosstown Electrical & Data Inc.	331.93	Atlantic Ave. & Slauson Ave. 5-14-24	Gas Tax Fund	212
		7/17/2024	Crosstown Electrical & Data Inc.	610.81	Atlantic Blvd. & 60th Street 5-14-24	Gas Tax Fund	212
		7/17/2024	Crosstown Electrical & Data Inc.	644.44	Atlantic Blvd. & 61th Street 5-14-24	Gas Tax Fund	212
		7/17/2024	Crosstown Electrical & Data Inc.	818.35	Slauson Ave. & Heliotrope Ave. 5-30-24	Gas Tax Fund	212
		7/17/2024	Crosstown Electrical & Data Inc.	516.27	Slauson Ave. & Mayflower Ave. 5-13-24	Gas Tax Fund	212
		7/17/2024	Crosstown Electrical & Data Inc.	442.77	Slauson Ave. & Pine Ave. 5-2-24	Gas Tax Fund	212
092331		7/17/2024	Diana Cho & Associates	2,244.00	CDBG Code Enforcement Consulting - June 2024	CDBG	243
		7/17/2024	Diana Cho & Associates	396.00	Consulting Services Sidewalk Rehabilitation Project June 202	CDBG	243
092332		7/17/2024	George Hills Company	595.20	City Claims/ Adjuster -May 2024	General Fund	100
092333		7/17/2024	Graffiti Protective Coatings	8,922.40	Citywide Graffiti Removal- May 2024	General Fund	100
		7/17/2024	Graffiti Protective Coatings	9,077.60	Citywide Graffiti Removal- May 2024	Gas Tax Fund	212
092334		7/17/2024	HD Supply formerly Home Depot Pro	10.45	Building Supplies	General Fund	100
092335		7/17/2024	Myers & Sons Hi-Way Safety Inc.	267.58	200 Drive Rivets for street signs	Gas Tax Fund	212
		7/17/2024	Myers & Sons Hi-Way Safety Inc.	8,341.78	280 Street Sweeping Signs and Hardware	Gas Tax Fund	212
		7/17/2024	Myers & Sons Hi-Way Safety Inc.	231.26	Brackets/ Bolts/ Washer	Gas Tax Fund	212
		7/17/2024	Myers & Sons Hi-Way Safety Inc.	453.92	Remainder of The Brackets, Bolts and Washers for Street Sign	Gas Tax Fund	212
092336		7/17/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant 4-15-24 to 5-15-24	General Fund	100

City of Maywood
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From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092337		7/17/2024	L.B. Johnson Hardware #1	9.37	Drinks for Crew	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	56.90	Extra Bags of Cement	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	10.93	Extra Wheels for The Grinder Hand Power Tool	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	19.69	Fuel for Chainsaw	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	68.93	Gloves,Batteries,Tape Measure and Cleaner Solution	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	152.12	Loppers, Epoxy, Paint, Paint Rollers	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	135.67	PW Items	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	132.81	Sprayer,Cement,Drinks,Blades for Tools	General Fund	100
		7/17/2024	L.B. Johnson Hardware #1	15.31	Yellow Paint for Medians	Gas Tax Fund	212
092338		7/17/2024	Maywood Mutual Water No.1	189.09	3530 E Slauson Ave 4/19/24-6/20/24	General Fund	100
		7/17/2024	Maywood Mutual Water No.1	368.53	3630 E Slauson Ave 4/19/24-6/20/24	General Fund	100
		7/17/2024	Maywood Mutual Water No.1	363.93	3728 E Slauson Ave 4/19/24-6/20/24	General Fund	100
		7/17/2024	Maywood Mutual Water No.1	129.72	4400 E Slauson Ave 4/19/24-6/20/24	General Fund	100
		7/17/2024	Maywood Mutual Water No.1	83.27	5921 Atlantic Ave 4/19/24-6/20/24	General Fund	100
		7/17/2024	Maywood Mutual Water No.1	97.07	5961 Atlantic Ave 4/19/24-6/20/24	General Fund	100
		7/17/2024	Maywood Mutual Water No.1	327.12	6027 Atlantic Ave 4/18/24-6/18/24	General Fund	100
		7/17/2024	Maywood Mutual Water No.1	336.32	6135 Atlantic Ave 4/18/24-6/18/24	General Fund	100
092339		7/17/2024	Maywood Mutual Water Co. No.2	163.00	3626 E 56th St/Pixley Pk 5/1/24-07/1/24	General Fund	100
		7/17/2024	Maywood Mutual Water Co. No.2	41.50	4323 E Slauson Ave 5/1/24-07/1/24	General Fund	100
		7/17/2024	Maywood Mutual Water Co. No.2	103.27	5313 Pine Ave 5/1/24-07/1/24	General Fund	100
		7/17/2024	Maywood Mutual Water Co. No.2	13.20	5515 Maywood Ave 5/1/24-07/1/24	General Fund	100
		7/17/2024	Maywood Mutual Water Co. No.2	271.90	City Hall 4319 E Slauson Ave 5/1/24-07/1/24	General Fund	100
092340		7/17/2024	Tri-City Mutual Water Company	504.00	4618 Slauson Ave 04/24/2024-06/21/2024	General Fund	100
		7/17/2024	Tri-City Mutual Water Company	692.00	4800 Slauson Ave June 2024	General Fund	100
		7/17/2024	Tri-City Mutual Water Company	280.25	5000 Slauson Ave June 2024	General Fund	100
		7/17/2024	Tri-City Mutual Water Company	4,737.00	5950 Walker Ave June 2024	General Fund	100
		7/17/2024	Tri-City Mutual Water Company	2,338.00	E. 58th St. 4/25/24-6/25/24	General Fund	100
092341		7/17/2024	Nationwide Environmental Services	7,537.00	Street Sweeping Services for June 2024	Measure W Safe Clean Water Program Fund	280
092342		7/17/2024	North Star Landcare	5,755.75	Landscape Services for the City of Maywood June 2024	General Fund	100
092343		7/17/2024	Perez Plumbing	355.00	Repair The Utlet Plug on The Sheriff Building	General Fund	100
		7/17/2024	Perez Plumbing	195.00	Repalced a Leaking Pipe in The Men's Restroom - City Hall	General Fund	100
092344		7/17/2024	Phoenix Group Information Systems	10,581.93	January 2024 Citation Processing Fee	General Fund	100

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Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		7/17/2024	Phoenix Group Information Systems	6,821.18	March 2024 Citation Processing Fee	General Fund	100
		7/17/2024	Phoenix Group Information Systems	5,037.96	May 2024 Citation Processing Fee	General Fund	100
092345		7/17/2024	QDoxs	140.04	Copier Base Charge for July 2024	General Fund	100
092346		7/17/2024	Quadient Leasing USA, Inc.	970.63	Postage Meter Lease 7/22/24 to 10/21/24	General Fund	100
092347		7/17/2024	Ron's Maintenance Inc	5,340.00	Catch Basin/ Storm Drain Maintenance	Measure W Safe Clean Water Program Fund	280
092348		7/17/2024	Richards Watson & Gershon	18,122.50	Professional Services-0015 April 2024	Grants Fund	261
092349		7/17/2024	Sherriff's Dept County of Los Angeles	472,458.28	LA County Sheriff's Patrol Maywood- May 2024	General Fund	100
092350		7/17/2024	Southern California Edison	2,594.31	Acct.#700405141156 Various Locations -June 2024	General Fund	100
		7/17/2024	Southern California Edison	161.08	700608908147 5916 King Ave/5913 Mayflower Ave- 5/8/24-6/7/24	Gas Tax Fund	212
		7/17/2024	Southern California Edison	69.22	700631564216 5317 Atlantic Ave PED 5/15/24-6/14/24	Gas Tax Fund	212
		7/17/2024	Southern California Edison	3,298.60	Acct.#700405141156 Various Locations -June 2024	Gas Tax Fund	212
		7/17/2024	Southern California Edison	10,681.95	Acct.#700405141156 Various Locations -June 2024	Street Lighting Fund	251
092351		7/17/2024	SR Window Tint Inc.	180.00	Tint City Hall Glass Door	General Fund	100
092352		7/17/2024	Stantec Planning & Landscape Architecture	1,665.00	Slauson Ave and Atlantic Blvd Congestion Relief Improvement	Measure M Transit Fund	225
		7/17/2024	Stantec Planning & Landscape Architecture	7,743.45	Slauson Ave and Atlantic Blvd Congestion Relief Improvements	Measure M Transit Fund	225
		7/17/2024	Stantec Planning & Landscape Architecture	22,842.40	Slauson Ave and Atlantic Blvd Congestion Relief Improvement	Grants Fund	261
		7/17/2024	Stantec Planning & Landscape Architecture	7,797.09	Slauson Ave and Atlantic Blvd Congestion Relief Improvements	Grants Fund	261
092353		7/17/2024	The Gas Company	28.88	4317 Slauson Ave 06/05/24-07/05/24	General Fund	100
		7/17/2024	The Gas Company	21.04	4319 Slauson Ave 06/05/24-07/05/24	General Fund	100
		7/17/2024	The Gas Company	22.51	Library 4323 Slauson Ave 06/05/24-07/05/24	General Fund	100
092354		7/17/2024	Tierra West Advisors, Inc	996.00	5102 & 5110 District Blvd. Brokerage May 2024	Redevelopment Successor Agency Fund	611
092357		7/17/2024	Transtech Engineers Inc	328.00	20846 Maywood City Engineering Services - May 2024	General Fund	100
		7/17/2024	Transtech Engineers Inc	8,176.00	20919 May PW Encroachment Permit Inspection Services - May 2	General Fund	100
		7/17/2024	Transtech Engineers Inc	38.00	210005 May CIP Management Services Master JN - May 2024	General Fund	100
		7/17/2024	Transtech Engineers Inc	936.00	210150 May Encroachment Permits - May 2024	General Fund	100

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From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		7/17/2024	Transtech Engineers Inc	481.25	220534 May ATP Cycle 6 Randolph Bike Pedestrian Improvements	General Fund	100
		7/17/2024	Transtech Engineers Inc	99.00	230515 May Next Gen Signal Priority - May 2024	General Fund	100
		7/17/2024	Transtech Engineers Inc	1,785.00	231449 May ADA Master Plan Update - May 2024	General Fund	100
		7/17/2024	Transtech Engineers Inc	198.00	240098 May Arterials ITS - May 2024	General Fund	100
		7/17/2024	Transtech Engineers Inc	228.00	240352 May SB1 RMRA FY24-25 Resolution - May 2024	General Fund	100
		7/17/2024	Transtech Engineers Inc	1,674.00	240422 May Park Improvements Project FY24-25 CDBG - May 2024	General Fund	100
		7/17/2024	Transtech Engineers Inc	697.00	201040 May TRF Heliotrope Ave at 60th ST Traffic Calming Rev	Gas Tax Fund	212
		7/17/2024	Transtech Engineers Inc	246.00	240044 May TRF 58th From Atlantic to King - May 2024	Gas Tax Fund	212
		7/17/2024	Transtech Engineers Inc	3,778.00	240405 May TRF Heliotrope Elementary School Community Meetin	Gas Tax Fund	212
		7/17/2024	Transtech Engineers Inc	380.00	240461 May TRF 61ST at Prospect Ave Stop Request - May 2024	Gas Tax Fund	212
		7/17/2024	Transtech Engineers Inc	82.00	240512 May Tre Heliotrope Ele Traffic Calming - May 2024	Gas Tax Fund	212
		7/17/2024	Transtech Engineers Inc	3,547.00	240392 May Sidewalk-Curb Ramp ADA IMP CDBG FY23-24 CMCI - Ma	CDBG	243
		7/17/2024	Transtech Engineers Inc	1,628.00	20901 May CIP Slauson Ave Corridor IMP - May 2024	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	4,816.00	210065 May Baseball Field Improvements - May 2024	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	242.00	211287 May ATP CYC 5 Coordination and Bike Master Plan Devel	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	1,287.00	230434 May HSIP Cycle 11 Improvements PE Phase - May 2024	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	484.00	230628 May Clean California grant Design Phase - May 2024	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	2,340.00	240095 May ATP Cycle 7 Support - May 2024	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	297.00	240122 May Maywood Park Playground Improvements Project - Ma	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	38,871.00	240147 May CCC1 City Beautification Project CMCI - May 2024	Grants Fund	261
		7/17/2024	Transtech Engineers Inc	4,712.00	231284 May City Hall Window Replacement Project - May 2024	Local Fiscal Recovery Fund	273

City of Maywood
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From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		7/17/2024	Transtech Engineers Inc	297.00	240030 May Marquee Sign Replacement Project - May 2024	Local Fiscal Recovery Fund	273
		7/17/2024	Transtech Engineers Inc	1,937.00	231444 May Demo Project 5110 District Blvd - May 2024	Redevelopment Successor Agency Fund	611
		7/17/2024	Transtech Engineers Inc	2,568.00	240216 May 5110 District Blvd Demo Project CMCI- May 2024	Redevelopment Successor Agency Fund	611
092358		7/17/2024	ULINE INC.	272.77	Supplies Dog Waste Bags	General Fund	100
092359		7/17/2024	Vernon City of	33.22	ACCT. #414 Slauson/Downey 04/02/2024-05/02/2024	General Fund	100
092360		7/17/2024	Vortex Industries, LLC.	50.60	Building Repairs Iron Gate	General Fund	100
092361		7/17/2024	Zumar Industries Inc.	751.45	Street Name Signs	Gas Tax Fund	212
ACH-159		6/14/2024	US Bank Fees	200.00	Analysis Service Charges for June 2024	General Fund	100
ACH-160		6/21/2024	Automatic Data Processing	549.16	June 2024 ADP Payroll Fees	General Fund	100
ACH-161		6/21/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA June 2024	General Fund	100
ACH-162		6/25/2024	California Public Employees' Retirement System	214.50	1959 Survivor Billing	General Fund	100
ACH-163		6/25/2024	California Public Employees' Retirement System	547.25	1959 Survivor Billing	General Fund	100
ACH-164		6/20/2024	American Family Life Assurance Company of Columbus (AFLAC)	158.88	Aflac payment May 2024	General Fund	100
ACH-166		6/24/2024	California Public Employees' Retirement System	8,626.13	CalPERS Contribution 5/19/2024-6/1/2024	General Fund	100
		6/24/2024	California Public Employees' Retirement System	611.99	CalPERS Contribution 5/19/2024-6/1/2024	Gas Tax Fund	212
		6/24/2024	California Public Employees' Retirement System	83.39	CalPERS Contribution 5/19/2024-6/1/2024	Proposition A Transit Fund	221
		6/24/2024	California Public Employees' Retirement System	266.54	CalPERS Contribution 5/19/2024-6/1/2024	Proposition C Transit Fund	222
		6/24/2024	California Public Employees' Retirement System	128.84	CalPERS Contribution 5/19/2024-6/1/2024	Measure R Transit Fund	224
		6/24/2024	California Public Employees' Retirement System	192.83	CalPERS Contribution 5/19/2024-6/1/2024	Measure M Transit Fund	225
		6/24/2024	California Public Employees' Retirement System	684.42	CalPERS Contribution 5/19/2024-6/1/2024	CDBG	243
		6/24/2024	California Public Employees' Retirement System	408.20	CalPERS Contribution 5/19/2024-6/1/2024	Local Fiscal Recovery Fund	273
		6/24/2024	California Public Employees' Retirement System	321.15	CalPERS Contribution 5/19/2024-6/1/2024	Redevelopment Successor Agency Fund	611
ACH-167		7/2/2024	California Public Employees' Retirement System	28,726.33	CalPERS Health Contribution July 2024	General Fund	100
		7/2/2024	California Public Employees' Retirement System	2,671.82	CalPERS Health Contribution July 2024	Gas Tax Fund	212
		7/2/2024	California Public Employees' Retirement System	259.62	CalPERS Health Contribution July 2024	Proposition A Transit Fund	221
		7/2/2024	California Public Employees' Retirement System	772.73	CalPERS Health Contribution July 2024	Proposition C Transit Fund	222
		7/2/2024	California Public Employees' Retirement System	435.28	CalPERS Health Contribution July 2024	Measure R Transit Fund	224

City of Maywood
Check/Voucher Register - Warrant Register LM
From 7/1/2024 Through 7/17/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		7/2/2024	California Public Employees' Retirement System	973.48	CalPERS Health Contribution July 2024	Measure M Transit Fund	225
		7/2/2024	California Public Employees' Retirement System	2,552.96	CalPERS Health Contribution July 2024	CDBG	243
		7/2/2024	California Public Employees' Retirement System	107.44	CalPERS Health Contribution July 2024	Street Lighting Fund	251
		7/2/2024	California Public Employees' Retirement System	2,250.07	CalPERS Health Contribution July 2024	Local Fiscal Recovery Fund	273
		7/2/2024	California Public Employees' Retirement System	513.14	CalPERS Health Contribution July 2024	Redevelopment Successor Agency Fund	611
ACH-168		7/1/2024	US Bank Fees	670.86	Bank Merchant Fees	General Fund	100
ACH-169		7/2/2024	State Compensation Insurance Fund	5,329.87	Policy #9143213 Workers Compensation Insurance - June 2024	General Fund	100
ACH-170		7/3/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA July 2024	General Fund	100
ACH-171		7/5/2024	8x8 Inc.	466.13	Monthly Telephone Service - June 2024	General Fund	100
ACH-172		7/12/2024	Keena & Associates	30,000.00	7/1/24-7/1/25 Broker Fee P & L Broker Fee	General Fund	100
		7/12/2024	Keena & Associates	50,955.00	7/1/24-7/1/25 Premium Commercial Automobile Liability Policy	General Fund	100
		7/12/2024	Keena & Associates	9,983.70	7/1/24-7/1/25 Premium Cyber Liability	General Fund	100
		7/12/2024	Keena & Associates	125,095.50	7/1/24-7/1/25 Premium Property Coverage, State Tax, Stamping	General Fund	100
		7/12/2024	Keena & Associates	270,258.00	7/7/24-7/7/25 Member Contribution 2024/2025	General Fund	100
ACH-173		7/12/2024		0.00			
ACH-174		7/16/2024	Signature Resolution, LLC	7,995.00	Legal Services	General Fund	100
Report Total				2,014,050.08			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: NANCY RODRIGUEZ, HR/RISK MANAGER

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6371 APPROVING AN UPDATED COMPREHENSIVE SALARY SCHEDULE FOR FISCAL YEAR 2024-25 IN ACCORDANCE WITH TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS SECTION 570.5 AND THE CALIFORNIA EMPLOYEES RETIREMENT SYSTEM ("CALPERS")

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving and adopting a Comprehensive Salary Schedule for Fiscal Year (FY) 2024-25 in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System.

BACKGROUND:

The attached Resolution is being brought to the City Council for adoption to meet the California Public Employees' Retirement System ("CalPERS") financial reporting requirements. The City of Maywood belongs to CalPERS, an agency that manages pension and health benefits for more than two million California public employees, retirees, and their families.

DISCUSSION:

The current salary schedule was approved by the City Council on January 25, 2023. Since that time, updates to the pay schedules for FY 2024-25 were approved individually by the City Council as follows:

- AFSCME Bargaining Unit: The pay schedule reflects a cost-of-living adjustment effective July 1, 2024, as approved by the City Council on December 14, 2022 (Resolution 6277).
- Unrepresented Employees: Deputy City Clerk/Assistant to the City Manager, Director of Finance, Director of Building and Planning and Human Resources/Risk Manager. The pay schedule reflects the base pay increases effective May 23, 2024, as approved by the City Council on May 22, 2024 (Resolution 6358). Additionally, pay schedules reflect a cost-of-living adjustment effective July 1, 2024, which mirrors that of the bargaining unit.
- City Council. On February 28, 2024, the City Council adopted an Ordinance (Ordinance No. 24-01) in accordance to Government Code Section 36516, as amended by SB 329. This adjustment will not take effect until the start of terms for new or re-elected City Council members following the November 2024 general municipal election.
- City Manager. The City Manager's salary schedule was amended in accordance with Resolution No. 6321.
- Part-Time/Hourly: The State of California has enacted legislation that will increase the minimum wage

to \$18 per hour by January 1, 2025. To comply with these minimum wage orders, there are two salary schedules reflecting these updates. The pay schedules reflect the pay increases effective January 1, 2024, and January 1, 2025.

LEGAL REVIEW:

This item has been reviewed by the City Attorney.

FISCAL IMPACT:

There is no fiscal impact. All changes have been previously approved and incorporated into the Adopted FY 2024-25 Operating Budget.

ATTACHMENT(S)

1. Resolution No. 6371 - Updated Comprehensive Salary Schedule FY 2024-2025
2. Exhibit A - Salary Schedule FY 2024-25

RESOLUTION NO. 6371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING AND ADOPTING AN UPDATED COMPREHENSIVE SALARY SCHEDULE FOR FISCAL YEAR 2024-25 IN ACCORDANCE WITH TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS SECTION 570.5 AND THE CALIFORNIA EMPLOYEES' RETIREMENT SYSTEM ("CALPERS")

WHEREAS, on December 14, 2022, the City Council adopted a Memorandum of Understanding between the City of Maywood and the AFSCME, District Council 36, Local 4319 Unit (Resolution No. 6277); and

WHEREAS, on May 22, 2024, the City Council adopted an Updating Salary Schedule and Amending the Compensation Classification Plan Resolution for the Unrepresented employees: Deputy City Clerk/Assistant to the City Manager, Director of Building and Planning, Director of Finance and Human Resources/Risk Manager (Resolution No. 6358); and

WHEREAS, on January 25, 2023, the City Council adopted a Wage and Benefit Package Resolution for the Full-Time Unrepresented Exempt employees (Resolution No. 6283); and

WHEREAS, on February 28, 2024, the City Council adopted an Ordinance for the update of the monthly salary for City Council members. This adjustment will not take effect until the start of terms for new or re-elected City Council members following the November 2024 general municipal election (Ordinance No. 24-01); and

WHEREAS, the City Manager received a salary increase and cost of living adjustment as approved by the City Council on September 27, 2023 (Resolution 6321); and

WHEREAS, to comply with the minimum wage orders in California and assist low-wage earners with the high cost of living, salary schedule reflect the updates; and

WHEREAS, the salary schedule proposed for adoption was previously approved by the City Council using its practice of adopting a salary schedule for each employee group; and

WHEREAS, based on CalPERS interpretation, each time there is a modification to the salary schedule for one employee group, the Council must approve and adopt a new salary schedule in its entirety.

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

Section 1. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council hereby establishes, approves, and adopts the salary schedules attached hereto as Exhibit A for Fiscal Year 2024-25.

Section 3. The City Clerk shall certify the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of July 2024.

Eduardo De La Riva, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6371 was adopted at a regular meeting of the City Council of the City of Maywood held on the 24th day of July 2024 by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian E. Juarez, City Clerk

“Exhibit A”

COMPREHENSIVE PAY SCHEDULE



City of Maywood
Classifications and Comprehensive Pay Schedule
Executive, Management, Confidential, Hourly and Elected Officials
Fiscal Year: 2024-2025
Effective July 1, 2024

Resolution No. 6371
Exhibit A

Current			
POSITION TITLE	Type		Stipend
Mayor	Elected	Annual	\$ 6,669.96
		Monthly	\$ 555.83
Mayor Pro Tem	Elected	Annual	\$ 6,669.96
		Monthly	\$ 555.83
Councilmembers	Elected	Annual	\$ 6,669.96
		Monthly	\$ 555.83
City Clerk	Elected	Annual	\$ 3,600.00
		Monthly	\$ 300.00
City Treasurer	Elected	Annual	\$ 600.00
		Monthly	\$ 50.00

Provisions of Ordinance No. 24-01 New Salary Updates *			
POSITION TITLE	Type		Stipend
Mayor	Elected	Annual	\$ 11,400.00
		Monthly	\$ 950.00
Mayor Pro Tem	Elected	Annual	\$ 11,400.00
		Monthly	\$ 950.00
Councilmembers	Elected	Annual	\$ 11,400.00
		Monthly	\$ 950.00
City Clerk	Elected	Annual	\$ 3,600.00
		Monthly	\$ 300.00
City Treasurer	Elected	Annual	\$ 600.00
		Monthly	\$ 50.00

*The Monthly Base Stipend will be adjusted following the general municipal election scheduled for November 2024, as per Ordinance No. 24-01, which was passed, approved, and adopted on February 28, 2024.

POSITION TITLE	BARGAINING UNIT		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Accounting Specialist I	AFSCME	Annual	\$55,371.00	\$ 58,140.00	\$ 61,047.00	\$ 64,099.00	\$ 67,304.00	\$ 70,669.00
		Monthly	\$4,614.25	\$4,845.00	\$5,087.25	\$5,341.58	\$5,608.67	\$5,889.08
		Hourly	\$26.62	\$27.95	\$29.35	\$30.82	\$32.36	\$33.98
Accounting Specialist II	AFSCME	Annual	\$59,985.00	\$ 62,985.00	\$ 66,134.00	\$ 69,441.00	\$ 72,913.00	\$ 76,558.00
		Monthly	\$4,998.75	\$5,248.75	\$5,511.17	\$5,786.75	\$6,076.08	\$6,379.83
		Hourly	\$28.84	\$30.28	\$31.80	\$33.39	\$35.05	\$36.81
Administrative Analyst	AFSCME	Annual	\$69,214.00	\$ 72,675.00	\$ 76,308.00	\$ 80,124.00	\$ 84,130.00	\$ 88,336.00
		Monthly	\$5,767.83	\$6,056.25	\$6,359.00	\$6,677.00	\$7,010.83	\$7,361.33
		Hourly	\$33.28	\$34.94	\$36.69	\$38.52	\$40.45	\$42.47
Administrative Assistance	AFSCME	Annual	\$50,757.00	\$ 53,295.00	\$ 55,960.00	\$ 58,758.00	\$ 61,696.00	\$ 64,781.00
		Monthly	\$4,229.75	\$4,441.25	\$4,663.33	\$4,896.50	\$5,141.33	\$5,398.42
		Hourly	\$24.40	\$25.62	\$26.90	\$28.25	\$29.66	\$31.14
Assistant Planner	AFSCME	Annual	\$65,337.00	\$ 68,604.00	\$ 72,034.00	\$ 75,636.00	\$ 79,418.00	\$ 83,389.00
		Monthly	\$5,444.75	\$5,717.00	\$6,002.83	\$6,303.00	\$6,618.17	\$6,949.08
		Hourly	\$31.41	\$32.98	\$34.63	\$36.36	\$38.18	\$40.09
Building Inspection/Code Compliance Supervisor	AFSCME	Annual	\$97,831.00	\$ 102,723.00	\$ 107,859.00	\$ 113,252.00	\$ 118,914.00	\$ 124,860.00
		Monthly	\$8,152.58	\$8,560.25	\$8,988.25	\$9,437.67	\$9,909.50	\$10,405.00
		Hourly	\$47.03	\$49.39	\$51.86	\$54.45	\$57.17	\$60.03
City Manager	Appointed	Annual	\$212,995.12					
		Monthly	\$17,749.59					
		Hourly	\$102.40					
Code Compliance Officer I	AFSCME	Annual	\$ 58,208.00	\$ 61,119.00	\$ 64,175.00	\$ 67,383.00	\$ 70,753.00	\$ 74,290.00
		Monthly	\$4,850.67	\$5,093.25	\$5,347.92	\$5,615.25	\$5,896.08	\$6,190.83
		Hourly	\$27.98	\$29.38	\$30.85	\$32.40	\$34.02	\$35.72
Community Development Analyst	AFSCME	Annual	\$69,214.00	\$ 72,675.00	\$ 76,308.00	\$ 80,124.00	\$ 84,130.00	\$ 88,336.00
		Monthly	\$5,767.83	\$6,056.25	\$6,359.00	\$6,677.00	\$7,010.83	\$7,361.33
		Hourly	\$33.28	\$34.94	\$36.69	\$38.52	\$40.45	\$42.47
Community Services Liaison	AFSCME	Annual	\$55,371.00	\$ 58,140.00	\$ 61,047.00	\$ 64,099.00	\$ 67,304.00	\$ 70,669.00
		Monthly	\$4,614.25	\$4,845.00	\$5,087.25	\$5,341.58	\$5,608.67	\$5,889.08
		Hourly	\$26.62	\$27.95	\$29.35	\$30.82	\$32.36	\$33.98
Community Services Supervisor	AFSCME	Annual	\$76,759.00	\$ 80,597.00	\$ 84,627.00	\$ 88,859.00	\$ 93,302.00	\$ 97,967.00
		Monthly	\$6,396.58	\$6,716.42	\$7,052.25	\$7,404.92	\$7,775.17	\$8,163.92
		Hourly	\$36.90	\$38.75	\$40.69	\$42.72	\$44.86	\$47.10
Customer Service Rep I	AFSCME	Annual	\$46,143.00	\$ 48,450.00	\$ 50,872.00	\$ 53,416.00	\$ 56,087.00	\$ 58,891.00
		Monthly	\$3,845.25	\$4,037.50	\$4,239.33	\$4,451.33	\$4,673.92	\$4,907.58
		Hourly	\$22.18	\$23.29	\$24.46	\$25.68	\$26.96	\$28.31



City of Maywood
Classifications and Comprehensive Pay Schedule
Executive, Management, Confidential, Hourly and Elected Officials
Fiscal Year: 2024-2025
Effective July 1, 2024

Resolution No. 6371
Exhibit A

POSITION TITLE	BARGAINING UNIT		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Customer Service Rep II	AFSCME	Annual	\$48,450.00	\$ 50,872.00	\$ 53,416.00	\$ 56,087.00	\$ 58,891.00	\$ 61,836.00
		Monthly	\$4,037.50	\$4,239.33	\$4,451.33	\$4,673.92	\$4,907.58	\$5,153.00
		Hourly	\$23.29	\$24.46	\$25.68	\$26.96	\$28.31	\$29.73
Deputy City Clerk/ Assistant to the City Manager	MGMT	Annual	\$97,262.00	\$ 102,125.00	\$ 107,231.00	\$ 112,593.00	\$ 118,223.00	\$ 124,134.00
		Monthly	\$8,105.17	\$8,510.42	\$8,935.92	\$9,382.75	\$9,851.92	\$10,344.50
		Hourly	\$46.76	\$49.10	\$51.55	\$54.13	\$56.84	\$59.68
Director of Building and Planning	EXEC	Annual	\$150,230.00	\$ 157,742.00	\$ 165,629.00	\$ 173,910.00	\$ 182,606.00	\$ 191,736.00
		Monthly	\$12,519.17	\$13,145.17	\$13,802.42	\$14,492.50	\$15,217.17	\$15,978.00
		Hourly	\$72.23	\$75.84	\$79.63	\$83.61	\$87.79	\$92.18
Director of Finance	EXEC	Annual	\$151,264.00	\$ 158,827.00	\$ 166,768.00	\$ 175,106.00	\$ 183,861.00	\$ 193,054.00
		Monthly	\$12,605.33	\$13,235.58	\$13,897.33	\$14,592.17	\$15,321.75	\$16,087.83
		Hourly	\$72.72	\$76.36	\$80.18	\$84.19	\$88.39	\$92.81
Executive Assistant	AFSCME	Annual	\$56,271.00	\$ 57,678.00	\$ 60,562.00	\$ 63,590.00	\$ 66,770.00	\$ 70,108.00
		Monthly	\$4,689.25	\$4,806.50	\$5,046.83	\$5,299.17	\$5,564.17	\$5,842.33
		Hourly	\$27.05	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71
Finance Specialist	AFSCME	Annual	\$55,371.00	\$ 58,140.00	\$ 61,047.00	\$ 64,099.00	\$ 67,304.00	\$ 70,669.00
		Monthly	\$4,614.25	\$4,845.00	\$5,087.25	\$5,341.58	\$5,608.67	\$5,889.08
		Hourly	\$26.62	\$27.95	\$29.35	\$30.82	\$32.36	\$33.98
Housing Specialist	AFSCME	Annual	\$63,800.00	\$ 66,990.00	\$ 70,340.00	\$ 73,857.00	\$ 77,549.00	\$ 81,427.00
		Monthly	\$5,316.67	\$5,582.50	\$5,861.67	\$6,154.75	\$6,462.42	\$6,785.58
		Hourly	\$30.67	\$32.21	\$33.82	\$35.51	\$37.28	\$39.15
Human Resources/ Risk Manager	MGMT	Annual	\$101,189.00	\$ 106,248.00	\$ 111,561.00	\$ 117,139.00	\$ 122,996.00	\$ 129,146.00
		Monthly	\$8,432.42	\$8,854.00	\$9,296.75	\$9,761.58	\$10,249.67	\$10,762.17
		Hourly	\$48.65	\$51.08	\$53.64	\$56.32	\$59.13	\$62.09
Parking Enforcement Officer I	AFSCME	Annual	\$33,862.40	\$ 35,555.52	\$ 37,333.30	\$ 39,199.96	\$ 41,159.96	\$ 43,217.96
		Monthly	\$2,821.87	\$2,962.96	\$3,111.11	\$3,266.66	\$3,430.00	\$3,601.50
		Hourly	\$16.28	\$17.09	\$17.95	\$18.85	\$19.79	\$20.78
Parking Enforcement Officer II	AFSCME	Annual	\$46,143.00	\$ 48,450.00	\$ 50,872.00	\$ 53,416.00	\$ 56,087.00	\$ 58,891.00
		Monthly	\$3,845.25	\$4,037.50	\$4,239.33	\$4,451.33	\$4,673.92	\$4,907.58
		Hourly	\$22.18	\$23.29	\$24.46	\$25.68	\$26.96	\$28.31
Public Works Coordinator	AFSCME	Annual	\$69,214.00	\$ 72,675.00	\$ 76,308.00	\$ 80,124.00	\$ 84,130.00	\$ 88,336.00
		Monthly	\$5,767.83	\$6,056.25	\$6,359.00	\$6,677.00	\$7,010.83	\$7,361.33
		Hourly	\$33.28	\$34.94	\$36.69	\$38.52	\$40.45	\$42.47
Public Works Maintenance Worker	AFSCME	Annual	\$33,862.40	\$ 35,555.52	\$ 37,333.30	\$ 39,199.96	\$ 41,159.96	\$ 43,217.96
		Monthly	\$2,821.87	\$2,962.96	\$3,111.11	\$3,266.66	\$3,430.00	\$3,601.50
		Hourly	\$16.28	\$17.09	\$17.95	\$18.85	\$19.79	\$20.78
Public Works Lead Maintenance Worker	AFSCME	Annual	\$59,985.00	\$ 62,985.00	\$ 66,134.00	\$ 69,441.00	\$ 72,913.00	\$ 76,558.00
		Monthly	\$4,998.75	\$5,248.75	\$5,511.17	\$5,786.75	\$6,076.08	\$6,379.83
		Hourly	\$28.84	\$30.28	\$31.80	\$33.39	\$35.05	\$36.81
Public Works Superintendent	AFSCME	Annual	\$69,214.00	\$ 72,675.00	\$ 76,308.00	\$ 80,124.00	\$ 84,130.00	\$ 88,336.00
		Monthly	\$5,767.83	\$6,056.25	\$6,359.00	\$6,677.00	\$7,010.83	\$7,361.33
		Hourly	\$33.28	\$34.94	\$36.69	\$38.52	\$40.45	\$42.47
Secretary of Building and Planning	AFSCME	Annual	\$46,143.00	\$ 48,450.00	\$ 50,872.00	\$ 53,416.00	\$ 56,087.00	\$ 58,891.00
		Monthly	\$3,845.25	\$4,037.50	\$4,239.33	\$4,451.33	\$4,673.92	\$4,907.58
		Hourly	\$22.18	\$23.29	\$24.46	\$25.68	\$26.96	\$28.31
Senior Accountant*	AFSCME	Annual	\$ 69,214.00	\$ 72,675.00	\$ 76,309.00	\$ 80,124.00	\$ 84,130.00	\$ 88,337.00
		Monthly	\$ 5,767.83	\$ 6,056.25	\$ 6,359.08	\$ 6,677.00	\$ 7,010.83	\$ 7,361.42
		Hourly	\$ 33.28	\$ 34.94	\$ 36.69	\$ 38.52	\$ 40.45	\$ 42.47
Senior Parking Enforcement Officer	AFSCME	Annual	\$ 48,450.00	\$ 50,872.00	\$ 53,416.00	\$ 56,087.00	\$ 58,891.00	\$ 61,836.00
		Monthly	\$ 4,037.50	\$ 4,239.33	\$ 4,451.33	\$ 4,673.92	\$ 4,907.58	\$ 5,153.00
		Hourly	\$ 23.29	\$ 24.46	\$ 25.68	\$ 26.96	\$ 28.31	\$ 29.73



City of Maywood
Classifications and Comprehensive Pay Schedule
Executive, Management, Confidential, Hourly and Elected Officials
Fiscal Year: 2024-2025
Effective July 1, 2024

Resolution No. 6371
Exhibit A

City of Maywood Part-Time Employees Hourly Salary Ranges Effective January 1, 2024								
PT POSITION TITLE	BARGAINING UNIT		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Public Works Maintenance Worker (1000 hours)	n/a	Annual	\$ 16,280.00	\$ 17,094.00	\$ 17,948.70	\$ 18,846.14	\$ 19,788.44	\$ 20,777.86
		Hourly	\$ 16.28	\$ 17.09	\$ 17.95	\$ 18.85	\$ 19.79	\$ 20.78
Parking Enforcement Officer (1000 hours)	n/a	Annual	\$ 16,280.00	\$ 17,094.00	\$ 17,948.70	\$ 18,846.14	\$ 19,788.44	\$ 20,777.86
		Hourly	\$ 16.28	\$ 17.09	\$ 17.95	\$ 18.85	\$ 19.79	\$ 20.78
Community Service Officer (1000 hours)	n/a	Annual	\$ 16,280.00	\$ 17,094.00	\$ 17,948.70	\$ 18,846.14	\$ 19,788.44	\$ 20,777.86
		Hourly	\$ 16.28	\$ 17.09	\$ 17.95	\$ 18.85	\$ 19.79	\$ 20.78
Recreational Leader (1000 hours)	n/a	Annual	\$ 16,280.00	\$ 17,094.00	\$ 17,948.70	\$ 18,846.14	\$ 19,788.44	\$ 20,777.86
		Hourly	\$ 16.28	\$ 17.09	\$ 17.95	\$ 18.85	\$ 19.79	\$ 20.78

City of Maywood Part-Time Employees Hourly Salary Ranges Effective January 1, 2025								
PT POSITION TITLE	BARGAINING UNIT		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
Public Works Maintenance Worker (1000 hours)	n/a	Annual	\$ 18,000.00	\$ 18,900.00	\$ 19,845.00	\$ 20,837.25	\$ 21,879.11	\$ 22,973.07
		Hourly	\$ 18.00	\$ 18.90	\$ 19.85	\$ 20.84	\$ 21.88	\$ 22.97
Parking Enforcement Officer (1000 hours)	n/a	Annual	\$ 18,000.00	\$ 18,900.00	\$ 19,845.00	\$ 20,837.25	\$ 21,879.11	\$ 22,973.07
		Hourly	\$ 18.00	\$ 18.90	\$ 19.85	\$ 20.84	\$ 21.88	\$ 22.97
Community Service Officer (1000 hours)	n/a	Annual	\$ 18,000.00	\$ 18,900.00	\$ 19,845.00	\$ 20,837.25	\$ 21,879.11	\$ 22,973.07
		Hourly	\$ 18.00	\$ 18.90	\$ 19.85	\$ 20.84	\$ 21.88	\$ 22.97
Recreational Leader (1000 hours)	n/a	Annual	\$ 18,000.00	\$ 18,900.00	\$ 19,845.00	\$ 20,837.25	\$ 21,879.11	\$ 22,973.07
		Hourly	\$ 18.00	\$ 18.90	\$ 19.85	\$ 20.84	\$ 21.88	\$ 22.97

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6372 AMENDING THE COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 6372 to amend the Community Benefit Fund Guidelines and Procedures and allow staff to revise the allocation limits to a maximum allocation of \$15,000.

BACKGROUND:

On February 27, 2019, the City Council approved Resolution No. 6015 adopting the Community Benefit Fund Guidelines and Procedures ("Guidelines"). The purpose of approving this policy was to provide guidelines and procedures for the distribution of public funds, which, in turn, would help fund community programs and educational activities conducted by "Eligible Organizations" as defined in the Guidelines, with a maximum amount per grant awarded set not to exceed \$5,000.

On August 26, 2020, the City Council approved Resolution No. 6138 amending the allocation limits to allow awards of up to an amount not to exceed \$10,000. This increase was a result of the pandemic impacting our local schools and community programs. The increased amount helped provide monetary assistance to eligible organizations because of issues caused by the pandemic.

On May 22, 2024, Mayor Eddie De La Riva expressed upcoming budgetary constraints within Maywood's local schools and requested staff bring back an item for the City Council to discuss and consider increasing the current amount of \$10,000 to be increased to an amount not to exceed \$15,000.

DISCUSSION:

On June 26, 2024, City Council reached a consensus and directed staff to revise the Community Benefit Fund Guidelines and Procedures and increase the amount for eligible organizations to be increased to \$15,000. Therefore, staff recommends that the City Council approve Resolution No. 6372 to amend the Guidelines and allow for eligible organizations to be awarded for an amount not to exceed \$15,000.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

At the beginning of Fiscal Year 2024-25 the Community Benefit Budget is allocated \$75,000.

ATTACHMENT(S)

1. Resolution No. 6372 Amending the Grant Amount in the Community Benefit Fund and Updating the Guidelines and Procedures

RESOLUTION NO. 6372

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MAYWOOD ADOPTING THE AMENDED
COMMUNITY BENEFIT FUND GUIDELINES AND
PROCEDURES**

WHEREAS, the City Council adopted Resolution No. 6015 on February 27, 2019, to establish the Community Benefit Fund Guidelines and Procedures (“Guidelines”) establishing guidelines and a process for the implementation of the Community Benefit Fund program;

WHEREAS, the City Council adopted Resolution No. 6138 amending the allocation limits in the Guidelines to \$10,000 to align with City Council action related to the COVID-19 pandemic;

WHEREAS, the City Council amends Resolution No. 6138 to set a new allocation limit amount for Eligible Organizations as defined in the Guidelines and be increased to an amount not to exceed \$15,000.

NOW, THEREFORE, the City Council of the City of Maywood, California, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The “City of Maywood Community Benefit Fund Guidelines and Procedures” dated July 24, 2024, attached to this Resolution as Exhibit A is hereby adopted.

Section 3. This Resolution shall be effective immediately upon its passage and approval.

Section 4. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of July 2024.

Eddie De La Riva, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6372 was adopted at a regular meeting of the City Council of the City of Maywood held on the 24th day of July, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian E. Juarez, City Clerk

EXHIBIT A

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a “Community Benefit Fund” to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conduct by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called “Eligible Organizations”); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. **Grants will be awarded in maximum amounts of no more than \$15,000.**

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at claudia.zavala@cityofmaywood.org

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

	<u>Application Cycle</u>	<u>Application Deadline</u>
Quarter 1:	July 1 - September 30	June 1
Quarter 2:	October 1 - December 31	September 1
Quarter 3:	January 1 - March 30	December 1
Quarter 4:	April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information.

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.
2. Organizations may submit only one application per fiscal year.
3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an “Eligible Organization” and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (PLANNING) AND INSTITUTE FOR LOCAL GOVERNMENT (COMMUNITY OUTREACH) FOR PHASE 2 OF THE CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve a Professional Services Agreement with Environmental Science Associates (ESA) to Provide Planning Services for Phase 2 of the Climate Action, Adaptation, and Resilience Plan (CAARP) in the amount of \$150,000.00;
2. Approve a Professional Services Agreement with the Institute for Local Government (ILG) to Provide Community Outreach Services for Phase 2 of the Climate Action, Adaptation, and Resilience Plan (CAARP) in the amount of \$50,000.00; and,
3. Authorize the City Manager to execute the agreement in a form approved by the City Attorney.

BACKGROUND:

The Climate Action, Adaptation, and Resilience Plan (CAARP) is a strategic initiative addressing climate-related challenges through comprehensive planning, adaptation measures, and community engagement. The plan focuses on reducing greenhouse gas emissions, particularly from on-road transportation, and aims to create a sustainable and resilient community. Strategies include electrifying transportation, improving energy efficiency, reducing vehicle miles traveled, striving for zero waste, and conserving water. Vulnerability assessments identify at-risk populations and critical infrastructure, with adaptation strategies targeting vulnerable groups and enhancing community resilience.

Phase 1 of the CAARP was completed on September 15, 2023. This phase focused on the CAARP Assessment, which provides a roadmap for the community to accelerate GHG reductions and build the capacity of the City and assists its residents to prepare for and mitigate the impacts of climate change. Key activities included Initial Planning, Data Collection, GHG Emission Analysis, Reduction Targets, Vulnerability Assessments, and Priority Mitigation Strategies. Phase 2 will build on this foundation, emphasizing on detailed planning and extensive outreach. This phase seeks to identify transportation-related climate vulnerabilities, address reductions in greenhouse gas emissions, adopt resilience strategies, and set clean energy targets, along with economic and social goals.

In March 2023, staff pursued grant opportunities to finalize the CAARP. In September 2023, the City was

awarded a \$177,060 Sustainable Transportation Planning Grant from the California Department of Transportation (Caltrans). This grant aims to develop climate plans that align with regional goals for reducing greenhouse gas emissions. The CAARP will address transportation-related climate vulnerabilities through strategies focused on transportation infrastructure and partnerships with Caltrans. Upon working diligently with Caltrans, the City received the Notice to Proceed with this grant on March 2024.

DISCUSSION:

On May 23, 2024, the City issued two individual Requests for Proposals (RFPs): one for Planning Services and the other for Community Outreach Services, with a due date of June 11, 2024. In response to the RFPs, three proposals were received: one for Planning Services and two for Community Outreach Services. The proposals were evaluated based on the following criteria: (1) Proposed Personnel; (2) Project Approach; (3) Project Controls; (4) Client References; and (5) Cost Proposal.

Summarized below are the proposed bid amounts:

Consultant	Bid Amount
Environmental Science Associates (Planning--Recommended)	\$150,00.00
MIG, Inc. (Community Outreach Services)	\$145,935.00
Institute for Local Government (Community Outreach Services--Recommended)	\$50,000.00
Total Project Budget	\$200,000.00

Staff recommends the approval of the planning services proposal submitted by Environmental Science Associates (ESA), Inc., a recognized provider of Climate Change and Adaptation Services and the consultant that provided services during Phase 1.

The received two bids from MIG, Inc. (MIG) and the Institute for Local Government (ILG) for community outreach services. Upon review of these proposals, staff recommends ILG as the most responsive and qualified firm, as they provided the most comprehensive proposal while considering qualifications, staffing, proposed work plans, and budgets.

Staff recommends City Council to award a professional services agreement with ESA in the amount of \$150,000 and the ILG in an amount of \$50,000 for the development of Phase 2 of the Climate Action, Adaptation, and Resilience Plan and authorize the City Manager to execute the contract in a form approved by the City Attorney. This partnership will leverage ESA's expertise in environmental planning and ILG's outreach capabilities to ensure a comprehensive and community-driven approach to climate resilience.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The proposed professional services agreement with Environmental Science Associates (ESA) and the Institute for Local Government (ILG) will be funded by the California Department of Transportation (Caltrans) through the Sustainable Transportation Planning Grant - (Fund 261). The total grant budget allocated for this project is \$177,060. However, this grant mandates a local match of \$22,940, constituting 11.47% of the total project budget. The local cash match will be funded through an appropriation from the Local Fiscal Recovery Fund (Fund 273). This allocation will be adjusted during the FY 2024-25 mid-year budget review and will be utilized to cover administrative costs and other expenses associated with the implementation of the plan's tasks. Consequently, the total budget for Phase 2 of the Climate Action, Adaptation, and Resilience Plan (CAARP) is \$200,000, encompassing all planning, outreach, and administrative costs associated with this final project phase.

ATTACHMENT(S)

1. Environmental Science Associates (ESA) CAARP Proposal (Planning)
2. Environmental Science Associates (ESA) Cost Proposal (Planning)
3. MIG, Inc. (MIG) CAARP Proposal (Outreach)
4. MIG, Inc. (MIG) CAARP Cost Proposal (Outreach)
5. Institute for Local Government (ILG) Proposal (Outreach)
6. Professional Services Agreement: Environmental Science Associates (ESA)
7. Professional Services Agreement: Institute for Local Government (ILG)

City of Maywood

Climate Action, Adaptation, and Resilience Plan, Phase 2 (Planning)

A. Work Proposal

PREPARED FOR:

City of Maywood

Miguel Leon,
4319 Slauson Avenue
Maywood, CA 90270

PREPARED BY:

Environmental Science Associates

Jeff Caton, PE, LEED AP
633 West 5th Street, Suite 830
Los Angeles, CA 90017
510.463.6743



June 11, 2024

Project Team Leader: Jeff Caton, PE, LEED AP
510.463.6743 | jcaton@esassoc.com

Environmental Science Associates
esassoc.com



633 West 5th Street, Suite 830
Los Angeles, CA 90017
213.599.4300 [phone](tel:213.599.4300)
213.599.4301 [fax](tel:213.599.4301)
esassoc.com

June 11, 2024

City of Maywood

Attention: Miguel Leon
4319 Slauson Avenue
Maywood, CA 90270

RE: Proposal to Prepare the City of Maywood's Climate Action, Adaptation, and Resilience Plan, Phase 2 (Planning)

Dear Mr. Leon,

Climate change presents risks to nearly every aspect of a community's social, environmental, and economic health. **Environmental Science Associates (ESA)** is excited about the prospect of continuing to work with the City of Maywood (City) to develop your first-ever Climate Action, Adaptation, and Resilience Plan (CAARP), which will address these risks, increase community resilience, put practical priorities in place, and demonstrate how the City can do its fair share to reduce emissions of climate-warming greenhouse gases (GHGs).

At a time when urgent and strategic action is needed to combat the growing climate crisis, selecting the right partner for this project is paramount. ESA is a 100% employee-owned, multidisciplinary environmental consulting and planning firm that has been a leader in navigating the rapidly changing regulatory landscape since our founding in 1969. We have completed more than two dozen climate action plans (CAPs) for California cities, counties, and public agencies since 2008, including several in the Gateway Cities region. Through these efforts, we have mastered the strategic and technical challenges of developing a CAP that is feasible to implement, is demonstrably supported by the community, and is effective in achieving its goals. With 16 years of unmatched experience and award-winning success in this area, ESA will help the City create a CAARP that maps out a dynamic plan for addressing climate change, tailored to the local challenges and hazards, while also reflecting the unique community of Maywood.

ESA is uniquely positioned to spearhead this project, drawing not only from our overall depth of experience, but also from our familiarity with the challenges and planning issues faced by the City of Maywood. Our team can rapidly pick up from where we left off with Phase 1 (CAARP Assessment) to complete a plan that truly reflects the needs and priorities of the City. As you will see in our proposal, our multi-objective approach to the CAARP development is centered on the needs of the City's most vulnerable communities and emphasizes equitable outcomes as the CAARP is implemented. Our proposed approach involves close collaboration with the City, its engagement team, and Advisory Committee, which will co-create implementation programs and build community support.

Our project manager **Stephanie Cadena** is a native of the Gateway Cities region and has managed climate and sustainability projects for the nearby cities of Vernon, Whittier, and Alhambra. She will lead the contract from ESA's office in downtown Los Angeles, serving as the designated representative from ESA responsible for the services proposed under this project scope, and serve as the Point of Contact to the City of Maywood. Stephanie will be working in close coordination with project director **Jeff Caton, PE, LEED AP**, who has led the development of more than 15 CAPs for ESA, including recent plans for the cities of Paramount, Oxnard, and Manhattan Beach, as well as the Gateway Cities Climate Action Planning Framework and the Regional Climate Adaptation Framework for the Southern California Association of Governments. Strategic advisor **Brian Schuster** is a thought leader in GHG emissions policy and reduction strategies, including using CAPs for California Environmental Quality Act (CEQA) streamlining; he has led development of several high-profile CAPs, including the Los Angeles County 2045 CAP that is scheduled for adoption later this year.

Joining ESA on this project will be our frequent collaborator **Fehr & Peers**—the premier California firm working on the transportation aspects of CAPs and related environmental analyses. Fehr & Peers’ portfolio includes more than 50 CAPs, including more than a dozen in partnership with ESA.

To the best of our knowledge, ESA does not have any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement and can comply with Government Code Section 1090. We accept the terms and conditions of the request for proposals, and provide our suggestions in **Section 5: Proposed Materials and Services** to address the request for review and proposed revisions as it relates to the City’s Agreement for Professional Services. We intend to perform the services described in the request for proposals (RFP) issued on May 23, 2024 and have reviewed and understood all elements of the RFP and the response to questions issued on June 7, 2024. This proposal is signed by Ruta K. Thomas, who is a Senior Vice President of ESA, the Southern California Regional Director, and an authorized signatory for ESA.

By selecting the ESA team, the City of Maywood will gain a seasoned, creative, and responsive partner with a strong record of successfully completing similar projects for other Gateway Cities. We invite you to review our enclosed proposal to learn more about our approach to integrating GHG emissions reduction, community resilience, public health, and economic development as mutually supportive goals in plans, programs, and public communications. Should you have any questions, please feel free to contact our project manager Stephanie Cadena at scadena@esassoc.com or 206.204.6977, or project director Jeff Caton at jcaton@esassoc.com. Thank you for considering ESA.

Sincerely,


Ruta K. Thomas
Senior Vice President,
Southern California Regional Director
Authorized to Sign for ESA


Jeff Caton, PE, LEED AP
Project Director

SECTION 2

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Cost Proposal (Separate PDF attachment)

SECTION 3

Experience and Qualifications

ESA Firm Profile

Founded in 1969, ESA is an environmental consulting and community planning firm with over 700 planners, scientists, technical specialists, and support staff who help our public- and private-sector clients solve their environmental and planning challenges by providing creative solutions that are scientifically based, technically sound, community-driven, and legally defensible. We are a state leader in consulting on climate change, adaptation, and resilience, and our firm also provides services in the areas of environmental analysis and documentation in compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other state, local, and federal regulations; community planning; air quality; biological resources; airport planning; cultural, tribal, and paleontological resources; fish and aquatic sciences; flood and stormwater management; historic resources and architectural history; noise and vibration; restoration; land management; and technology services.

We are a 100 percent, employee-owned, California-based S-Corporation headquartered in San Francisco. We have 20 additional offices across the West Coast and Southeast, with locations in California (Los Angeles, San Diego, Irvine, Rancho Cucamonga, Thousand Oaks, Pasadena, Petaluma, Oakland, Sacramento, San Jose; Oregon (Bend and Portland); Washington State (Seattle) Florida (Tampa, Sarasota, Orlando, Boynton Beach, Pensacola) Georgia (Atlanta); and Alabama (Mobile). ESA is managed by our C-suite. Each region—Southern California, Northern California, Northwest, and Southeast—is managed by regional directors who oversee regional business groups and the practitioners and subject matter experts within them. Given the size of our organization, and in the interest of brevity, we have provided this simplified company organization chart (**Figure 1**).

ESA has the financial stability, capacity, and resources to successfully deliver this project. Our company has been in continuous operation since 1969 with a strong balance sheet and a steady backlog of work. ESA is not experiencing, nor does it anticipate, any situations that may impede our ability to complete the project (e.g., bankruptcy, pending litigation, planned office closures, impending merger).

ESA will serve as the primary consultant working directly with the City of Maywood. ESA has augmented its team with trusted teaming partner Fehr & Peers to provide expertise in transportation. Information on our subconsultant is provided below.

Figure 1. ESA Organization Chart



Climate Change and Adaptation

ESA's planners have pioneered the integration of climate action and resiliency into community planning through the coordinated preparation of strategic policy documents, climate and energy action plans, climate vulnerability assessments, and adaptation strategies. We assist clients with advancing climate solutions through planning, program development, implementation, and technical analysis that supports strategic decision making. Our approach to developing climate action and adaptation strategies emphasizes developing clear goals and objectives, crafting understandable and measurable performance indicators, and communicating successes.

Our extensive knowledge of industry best practices and the rapidly changing regulatory environment, combined with our scientific and analytical capabilities, allows us to develop plans that clearly map the path from vision to reality.

ESA is recognized for developing multi-objective plans for climate change mitigation and resilience that integrate economic development, public health, and social equity. We have developed more than two dozen climate action plans (CAPs) for local governments and public agencies throughout California, and we have developed regional frameworks for climate action planning that cover dozens more jurisdictions. Through this experience, we have developed robust methods, metrics, and tools for evaluating the costs and benefits of GHG reduction and adaptation measures, for quantifying and tracking associated public health and resiliency benefits, and for monitoring the effectiveness of CAP implementation. We design and maintain user-friendly tools that facilitate data management, maximize the utility of available information, and provide insights regarding costs, social and economic co-benefits, and tradeoffs.

We partner with our clients to integrate robust community and stakeholder engagement into the planning process. We help clients understand the motivations and concerns of their stakeholders and integrate that knowledge into goals and programs for improving operational efficiencies, improving energy and resource management, preventing pollution, and increasing community resilience.

Subconsultant



For this project, we are joined by frequent teammate and collaborator Fehr & Peers, who will provide transportation expertise. ESA has worked with Fehr & Peers on more than a dozen CAPs and sustainability projects for nearby cities and counties, including the Los Angeles County 2045 CAP Update Environmental Impact Report, and the cities of Vernon and Oxnard, as well as the Gateway Cities CAP Framework, and the Environmental Protection Agency-funded Los Angeles and Orange County Cities Climate Pollution Reduction Grant project.

➔ Fehr & Peers has been performing climate-related modeling and mitigation services for over 20 years and has worked on over 50 CAPs. The firm's climate mitigation work balances the need to travel with GHG and emissions reduction goals for communities. Fehr & Peers' adaptation work assists clients in imagining future alternatives that respond to a changing climate and long-term, community-identified mobility needs, and supports clients in planning for and responding to transportation system disruptions caused by climate change and other natural disasters, in order to keep people connected to the places they need to go.

Fehr & Peers has purposefully maintained a focus on transportation consulting, serving client needs including climate and resilience. As the transportation industry, the climate, and the world continually change and evolve, Fehr & Peers transforms and adapts its methods, planning, strategy, and thinking to provide exactly what clients need to improve their communities and proactively guide their futures. Changes in climate, legislation, technology, community values, and travel demands are ongoing, and they all impact how communities manage and approach transportation. Fehr & Peers' specialty is finding solutions to new challenges in partnership with teammates, clients, and communities.

References

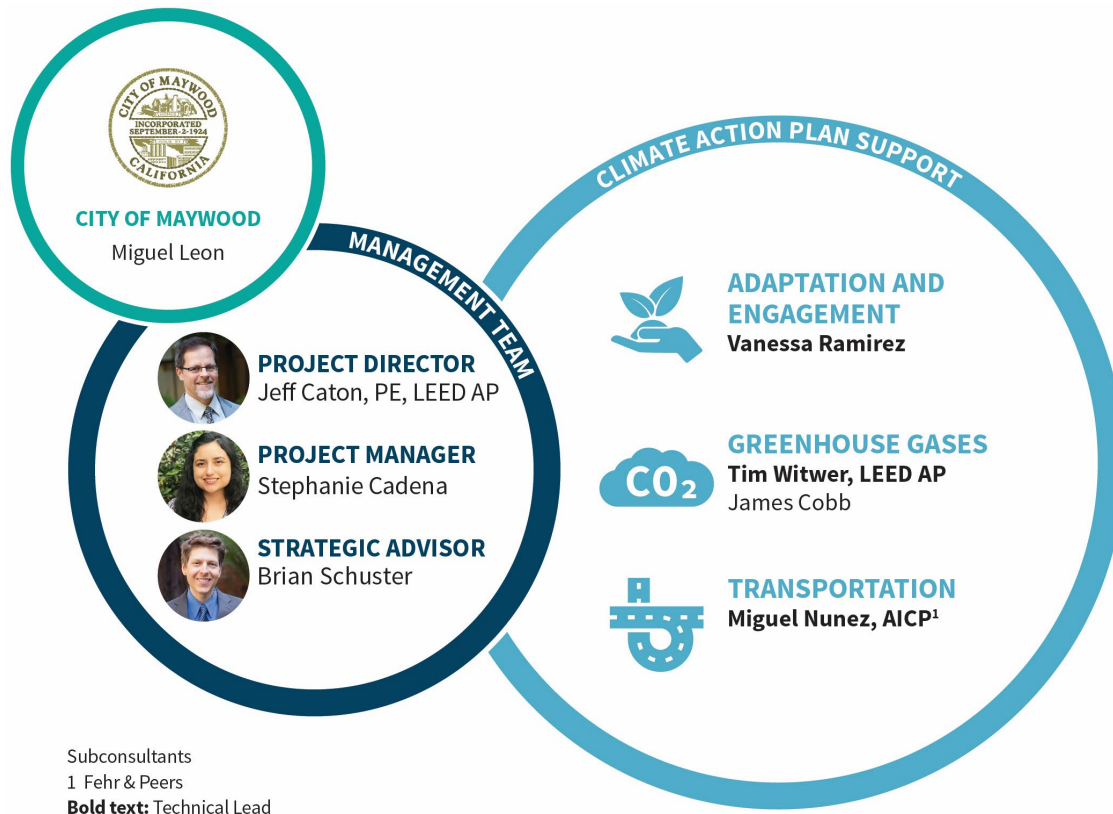
A list of ESA’s recent references is provided below, including local government agencies where a similar service is or has been provided. The reference list includes names, titles, agencies, emails, telephone numbers, and associated projects. The key ESA staff members assigned to the project, a brief description of the project, and the time period for the project is provided above in the project summaries section.

Melani Smith, AICP, Director of Regional Development, <i>Gateway Cities Council of Governments</i> Phone: (562) 663-6850 Email: msmith@gatewaycog.org Project: Gateway Cities Climate Action Planning Framework
Freddie Agyin, Director of Health & Environmental Control, <i>City of Vernon</i> Phone: (323) 583-8811 Email: FAgyin@cityofvernon.org Project: City of Vernon Environmental Sustainability Action Plan (ESAP)
Wendy Macias, Public Works Manager, <i>City of Paramount (now Senior Project Manager with City of Pasadena)</i> Phone: (626) 744-4577 Email: wmacias@cityofpasadena.net Project: City of Paramount Climate Action Plan
Connie Chung, AICP, Deputy Director, <i>Los Angeles County Advance Planning Division</i> Phone: (213) 893-7038 Email: cchung@planning.lacounty.gov Project: Los Angeles County 2045 Climate Action Plan and Program EIR

Management and Key Personnel

ESA has selected a project team that has local understanding, technical expertise, and a history of successfully delivering climate action and adaptation plans to agencies throughout California, including Los Angeles County. ESA’s organization chart (**Figure 2**) depicts the dedicated project team for this effort. As noted in the cover letter, ESA’s Project Manager Stephanie Cadena will be the designated representative, responsible for the Scope of Services presented in this proposal and serving as the “Point of Contact” for the City. In addition, this project team will be supported by the full resources of ESA’s 700+ person staff, as needed. Should a member of the proposed project team be unable to fulfill their responsibilities, ESA’s Project Manager and Project Director will make teaming adjustments as necessary and communicate any changes in key staff to the City, to ensure the project is successfully delivered on time and within the approved budget. Summary biographies for the project team focusing on their climate action and adaptation expertise are provided below. Detailed resumes—including education, credentials, and project experience—for these staff can be provided upon request.

Figure 2. CAARP Team Organization Chart



Project Team



Stephanie Cadena | Project Manager

Stephanie Cadena is an urban planner with 7 years' experience working with local and regional agencies, stakeholders, and disadvantaged communities on climate action and adaptation planning, resiliency planning, and sustainability initiatives. She has experience collaborating with stakeholders and community organizations for regional initiatives relating to air quality, housing, energy, and urban greening. Stephanie has successfully managed the preparation of multiple climate action/adaptation plans, sustainability plans, and environmental justice projects in Southern California, including City of Maywood's Climate Action, Adaptation, and Resilience Assessment (Phase 1); City of Vernon's Environmental Sustainability Action Plan; City of Alhambra's Comprehensive Environmental Sustainability Plan; City of Manhattan Beach's Climate Action and Adaptation Plan; and City of Whittier's GHG Inventory. Stephanie brings relevant experience with climate change and environmental justice regulation as it relates to both planning requirements and funding opportunities for disadvantaged communities. Prior to ESA, she worked with the Gateway Cities Council of Governments in Paramount on the regional Climate Action Planning Framework, as well as energy action plans, sustainability assessments, urban tree canopy assessments, and grant applications with Gateway cities. Stephanie is a native of the Gateway Cities region, having lived there her whole life, including in the cities of Maywood, Huntington Park, Cudahy, and Lynwood, and graduated from Maywood Academy High School in 2013. She not only understands the local communities' goals and needs from a planning viewpoint, but also on a personal level. **As project manager, Stephanie will be responsible for leading the project to successful completion within the agreed upon schedule and budget, through day-to-day management of project tasks and close coordination with the City and technical teams throughout the project. Stephanie will coordinate closely with project director Jeff Caton and strategic advisor Brian Schuster to ensure quality control of the CAARP.**



Jeff Caton, PE, LEED AP | Project Director

Jeff Caton has more than three decades of planning and project management experience, helping clients develop and manage their sustainability and climate change initiatives through strategy development, stakeholder engagement, benchmarking, performance measurement, and public communications. He has developed climate action plans (CAPs), sustainability master plans, climate adaptation plans, and all aspects of GHG emissions management. He is particularly adept at assessing environmental and sustainability performance and communicating that performance to stakeholders, as well as aligning sustainability goals with community values. Jeff led the development of CAPs for the Cities of Riverside, Manhattan Beach, Paramount, Oxnard, Richmond, Pleasanton, Ukiah, Hughson, Oakdale, and Delano, as well as regional CAP projects for the Gateway Cities Council of Governments in Los Angeles County and for the Western Riverside Council of Governments. He recently led development of a comprehensive regional climate adaptation planning framework for SCAG, and he is currently the project manager for the EPA-funded Inland Empire Regional CAP. [As project director, Jeff will coordinate closely with Project Manager Stephanie Cadena to provide senior-level project oversight, strategic and technical direction, and quality assurance to help ensure overall client satisfaction with ESA's performance.](#)



Brian Schuster | Strategic Advisor, GHG Reduction Strategies & Emissions Quantification

Brian Schuster has more than 15 years of project management and technical air quality and GHG experience helping public and private agencies develop GHG inventories, GHG emissions modeling and evaluation tools, reduction measure implementation tracking tools, and health risk assessment screening tools. He has designed complex and comprehensive GHG inventories, climate action plans, and supporting tools that prioritize emissions reductions, public health, economic development, climate resiliency, and equity while reducing emissions and preparing communities for the impacts of climate change. He has developed, planned, and implanted implemented CAPs for public and private agencies throughout California, including for Los Angeles County, and has authored dozens of environmental impact reports in compliance with State CEQA guidelines. [As strategic advisor, Brian will lend his expertise to GHG quantification methods, legal and regulatory issues, and development of GHG reduction strategies and forecasts, as well as any CEQA considerations that may arise as the City adopts the final CAARP.](#)



Tim Witwer, LEED AP BD+C | Technical Lead, GHG Reduction Strategies & Emissions Quantification

Tim Witwer is experienced with performing air quality impact assessments, GHG analyses, and energy assessments to support planning and environmental review, including CEQA and NEPA documents. He is proficient at using current air pollutant dispersion and emissions modeling programs and has a working knowledge of California's energy and GHG regulations such as AB 32, Title 24, and Proposition 39. Additionally, Tim has an extensive sustainability repertoire that includes detailed energy auditing, contributing to solar feasibility studies, and corresponding with state agencies such as the California Energy Commission. [As the GHG technical lead, Tim will manage ESA's GHG emissions technical team and provide close technical direction and strategy throughout the project as it relates to GHG inventorying, emissions quantification, and forecasting.](#)



Vanessa Ramirez | Urban Planner, Climate Adaptation & Community Engagement

Vanessa Ramirez is a community planner with 3 years of experience in environmental science, policy, and urban planning. Her interests include sustainable development, environmental justice, environmental planning, wildlife preservation, and community outreach. Vanessa has provided significant contributions in the preparation of vulnerability assessments and climate and adaptation strategies for the City of Vernon's Environmental Sustainability Action Plan, City of Manhattan Beach's Climate Action and Adaptation Plan, and City of Alhambra's Comprehensive Environmental Sustainability Plan. Her work with ESA has centered on engagement with disadvantaged communities to address equity and justice in planning, especially for Environmental Justice Element updates for communities in Southern California. [Vanessa will provide planning support for the City's vulnerability assessment to local climate hazards, and development of adaptation and resilience strategies for the CAARP. She will also provide support for community engagement activities.](#)



James Cobb | Climate Action Planner, GHG Reduction Strategies & Emissions Quantification

James Cobb has over 6 years of experience providing technical support in greenhouse gas (GHG) emissions and sustainability for both private and public sectors. His expertise includes conducting GHG inventories, market analysis, and building business cases for sustainability initiatives. James has facilitated emissions calculations for the combined Los Angeles and Orange County Climate Action Plan, the Port of Vancouver's 2023 GHG Inventory Update, the Orange County Climate Action Plan, and AAA's corporate inventory. He has also supported the development of CAP implementation tracking tools that measure GHG reductions and costs associated with reduction strategies. He excels in analyzing GHG inventories to inform impactful sustainability practices, contributing significantly to the development of successful climate action initiatives. [James will provide technical support for development of the GHG emissions inventory update, GHG emission reduction targets, and climate action and adaptation strategies.](#)



Miguel Núñez, AICP | Transportation Lead, Modeling & GHG Reduction Strategies

Miguel Núñez has over 17 years of experience in transportation planning, with areas of expertise in pedestrian and bicycle planning, complete streets, and multi-modal planning. Miguel managed Fehr & Peers' efforts on the Cudahy General Plan, the Downey Bicycle Master Plan, the People St Evaluation effort, and the Huntington Park Complete Streets Plan, all focused on implementable improvements and strategies for enhancing mobility and safety for all road users. Through his experience working on projects with a multi-modal emphasis, complex and controversial traffic impact studies, and numerous regional transportation plans, Miguel has helped a wide range of communities expand transport options for their stakeholders. He has managed pedestrian safety assessments throughout California and presents at industry conferences on emerging and innovative multimodal practices. [Miguel will lead transportation modeling to support the GHG emissions inventories and development of transportation strategies for the CAARP, with focus on adaptation and resiliency for the City's transportation systems.](#)

Similar Experience and Expertise

ESA has prepared multiple climate action and adaptation plans for municipalities and public agencies throughout California. We have provided summaries of a selection of recent projects that are most relevant to the scope of work for Maywood, demonstrating proof of our success in developing climate action/adaptation and resiliency plans for other communities in the Gateway Cities region and beyond. In addition, these selected projects were staffed by many of the

key personnel proposed for this effort. Hyperlinks to the completed documents and dashboards are provided for the projects where they are publicly available.

City of Maywood CAARP Assessment (Phase 1)

ESA prepared the City of Maywood's Phase 1 CAARP Assessment that provides a roadmap for the community to accelerate GHG reductions as well as build the capacity of the City and its residents to prepare for and mitigate the impacts of climate change. Recognizing the importance of environmental justice and equity to Maywood's disadvantaged communities, the CAARP Assessment emphasizes the social, environmental, and economic benefits of reducing community GHG emissions and increasing resilience to climate change impacts. As a first phase towards a comprehensive CAARP document, the assessment has successfully positioned the City to access climate action funding and resources for subsequent planning and implementation, through a Caltrans Sustainability Planning grant award. The grant funding will enable the City to complete Phase 2 of the CAARP, expanding projects that provide co-benefits for extreme heat mitigation, urban forestry, active transportation, and other programmatic and infrastructure sustainability initiatives.

Client

City of Maywood

Key Staff

Cadena, Caton, Ramirez, Witwer, Núñez

Time Period

2022 – 2023

[View the City of Maywood CAARP webpage](#)

GCCOG CAP Framework

ESA led the team that developed a regional CAP Framework for the GCCOG so that member cities can efficiently prepare local CAPs. The CAP Framework helps individual communities advance their goals for economic development, public health, air quality, climate resiliency, equity, and job creation while reducing emissions and planning for the impacts of climate change. ESA prepared updated GHG inventories and forecasts for each of the 26 participating cities and developed a suite of tools and templates for setting GHG targets, selecting and prioritizing GHG reduction and adaptation measures, assembling a CAP document, and tracking its implementation. Fehr & Peers was an integral team member responsible for preparing an inventory of socioeconomic data and VMT estimates to understand transportation sector emissions, as well as helping cities understand the trajectory of their emissions and specific actions for achieving VMT and GHG goals. The CAP Framework establishes air quality, public health, economic development, and GHG reduction as synergistic planning goals, and aligns CAP strategies with emerging economic opportunities in renewable energy, energy efficiency, low-carbon transportation, and renewable materials.

Client

Gateway Cities Council of Governments (GCCOG)

Key Staff

Cadena, Caton, Schuster, Witwer, Núñez

Time Period

2017 – 2019

[View the GCCOG CAP Framework](#)

City of Paramount Climate Action Plan

ESA led the development of the City of Paramount CAP, which provides a road map for reducing communitywide GHG emissions and preparing Paramount for the anticipated impacts of climate change on communities, infrastructure, and ecosystems. Recognizing Paramount's extensive disadvantaged populations, the CAP strengthens the connections between climate protection, community resilience, air quality, public health, local economy, and social equity. The scope included updating the city's GHG inventory, setting reduction targets, and developing a suite of measures for reducing emissions in the community and for increasing community resilience to climate change. A climate change vulnerability assessment evaluated the exposure of Paramount's vulnerable populations and most important facilities to rising temperatures, rising seas, extreme weather events, and extreme droughts.

Client

City of Paramount

ESA Staff

Caton, Schuster, Witwer

Time Period

2020 – 2021

[View the City of Paramount CAP](#)

SCAG Regional Climate Adaptation Framework

ESA supported SCAG in preparing a comprehensive framework for climate adaptation planning to help the region's six counties and 191 cities plan and prepare for the impacts of sea-level rise, extreme heat, increasingly damaging wildfires, and other climate-related hazards. The framework analyzes the range of climate change impacts the region faces and outlines a general process of adaptation planning that can be applied by any agency, no matter where they fall across the spectrums of funding, available resources, knowledge of vulnerabilities, and planning sophistication. It provides a compendium of tools, maps, and best practices to advance adaptation planning with the best resources available. The framework helps local governments update their general plans and local coastal programs in compliance with SB 379 requirements, providing a comprehensive searchable database of adaptation strategies, actions, and model policies. ESA completed this project on time and within budget.

Client

Southern California
Association of
Governments (SCAG)

Key Staff

Caton

Time Period

2019 – 2020

[View the Regional Climate
Adaptation Framework](#)

County of Los Angeles CAP 2045

ESA is the lead consultant developing the Los Angeles County 2045 CAP and Program EIR. The 2045 CAP provides the County with a road map for meeting the Paris Agreement goals and for achieving carbon neutrality for the unincorporated areas of the County. The 2045 CAP includes a broad range of strategies and actions to reduce GHG emissions from all major sectors including energy, industry, transportation, water, solid waste, agriculture, forestry, and other land uses. Fehr & Peers is a key partner on this project, leading VMT estimates as well as analysis of VMT and GHG effectiveness for transportation measures, including transportation demand management strategies and infrastructure investments to support active modes of travel. The 2045 CAP is focused on implementation and integrates housing, economics, and social equity considerations throughout. The project also includes a Program EIR that will ensure the 2045 CAP meets the requirements of a qualified GHG emission reduction plan per state CEQA Guidelines, and support streamlining CEQA review of future project-level documents within the County.

Client

County of Los Angeles

Key Staff

Cadena, Caton, Schuster,
Witwer, Núñez

Time Period

2021 – 2024

[View the LA County 2045
CAP webpage](#)

Los Angeles/Orange County CPRG Funded Regional CAP

ESA is leading the Los Angeles and Orange County Regional CAP which includes a Priority CAP and Comprehensive CAP (Plans), and Status Report. The Plans will build from a foundation of state, regional, and local policies as well as a multitude of GHG inventories and CAPs developed by local public agencies throughout the region. The Plans will include quantified GHG reduction measures with performance metrics, a low-income and disadvantaged community benefits analysis, and a co-pollutant analysis. Fehr & Peers is a key partner and is leading VMT analysis and VMT reduction estimates for multiple transportation strategies. A key deliverable will be a cloud-based database of inventory, forecast, and reduction measure data, dashboards and visualizations, including basic analysis and reporting capabilities and other analytics accessible to all participating municipalities. These Plans will position participating jurisdictions to apply for implementation grant funding for GHG emission reduction measures.

Client

County of Los Angeles
Department of Regional
Planning

Key Staff

Cadena, Caton, Cobb,
Ramirez, Schuster, Witwer,
Núñez

Time Period

2023 – Ongoing

SECTION 4

Approach to Scope of Services

Our approach to developing the City of Maywood CAARP is informed by over 15 years of working with local governments, businesses, and the broader community to incorporate social, environmental, and economic objectives into the climate action planning process. We use a science-based and community-driven process to derive realistic goals and policies that are supported by the community and reflect the City's unique community and planning priorities. We want our clients to be successful in planning for climate change, and we strive to deliver a plan that provides sustained value for years to come. The multi-objective CAARP will emphasize the multiple health and equity co-benefits that implementation of the plan will bring to City residents. For example, reducing vehicle miles traveled (VMT) by adding safe and accessible walking and bicycling infrastructure can increase physical activity, reduce air pollution, and lower injury collisions. These health co-benefits can produce an array of cascading benefits, including reducing chronic disease, lowering obesity levels, reducing respiratory diseases, increasing opportunities for social interaction, and improving mental health. Communicating the health and equity co-benefits of CAARP measures also provides a useful framework to discuss GHG reduction measures with constituents who are skeptical of the need to take action on climate change.

In the City of Maywood, the changing climate is expected to result in more extreme heat, worsening air pollution from regional wildfires and smoke increases, more intense storming and inland flooding, drought, and exacerbated conditions for vector-borne diseases. The Phase 1 CAARP Assessment developed by ESA describes many of these anticipated impacts and includes recommendations for climate strategies for building adaptation and increasing resilience. Our multi-objective approach to the CAARP will incorporate strategies to increase resiliency to the identified hazards, particularly where they serve the dual purpose of adaptation and GHG emissions reduction. Additionally, strategies that address the needs of vulnerable populations while also focusing on adaptation will be included, such as providing access to cooling centers, air filtration devices, and educational initiatives, which will strengthen community resilience against extreme weather and poor air quality.

ESA will collaborate with City staff and decision makers to develop a plan that is responsive to and reflective of the City's unique setting and community. We will adhere to this principle throughout the project. Our approach will emphasize integration of sustainable solutions that enhance the City's ability to reduce GHG emissions while accommodating future needs and impacts that affect the community. The pillars of our approach are described as follows:

Build from Local Plans and Regional Frameworks, and Align with Existing Initiatives

In developing the CAARP, we will build from the following regional climate action and adaptation planning efforts that have been led by ESA, including:

- ➔ **City of Maywood Phase 1 CAARP Assessment**, which provides a foundational climate profile for the City, including a hazard and community vulnerability assessment and community GHG emissions.
- ➔ **Gateway Cities Council of Governments' (GCCOG) CAP Framework**, which provides all of the Gateway cities, including Maywood, with a 2010 baseline community GHG inventory (used to update Maywood's GHG baseline in the Phase 1 CAARP Assessment), as well as regionally appropriate measures for GHG reduction, and a regional climate change vulnerability assessment.

ESA developed the *Phase 1 CAARP Assessment*, *Gateway Cities CAP Framework* and was a co-developer of the *SCAG Regional Climate Adaptation Framework*. These plans are essential building blocks for the City of Maywood's CAARP.

- ➔ **Southern California Association of Governments (SCAG) Regional Climate Adaptation Framework**, which provides data and tools for adaptation planning that are oriented to the climate risks and vulnerabilities faced by cities in the region.
- ➔ **County of Los Angeles 2045 CAP**, which includes a broad range of GHG reduction strategies and actions designed to be implemented throughout the County. For local jurisdictions, aligning with these efforts can be beneficial in terms of securing funding, building momentum, and making progress faster than what might otherwise be expected.

In addition, ESA will develop the CAARP to be consistent with local, regional, and state plans, such as the City’s General Plan Update, including the 6th Cycle 2021-29 Housing Element and 2024 Environmental Justice Element, Urban Forest Management Plan and Tree Planting Project, Caltrans Local Roadway Safety Plan and Active Transportation Masterplan, CalOES Local Hazard Mitigation Plan, Gateway Cities Strategic Transportation Plan, and SCAG Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), as well as other relevant plans that the City has adopted. In addition, ESA is aware that the City’s Caltrans Sustainable Transportation Planning Grant provides a unique opportunity to enhance the City’s transportation infrastructure to one that is more resilient to future climate impacts, and that will provide equitable and quality services to residents for the long term. To help advance the goals of the City’s planning grant, ESA will assess the City’s transportation network, to identify strategies that will provide for more sustainable modes of travel, lower VMT and GHGs, and protect the City’s investments in key infrastructure as it relates to climate change.

A CAARP Centered on the Needs of Vulnerable Communities

The impacts of climate change typically fall hardest on those who are historically overburdened and under-resourced. ESA will build on past successes and innovative tools within the region to elevate community concerns and priorities and develop multi-benefit strategies that are grounded in science, equity, and inclusion. Our approach includes building on the Phase 1 vulnerability assessment to prepare City-specific and detailed adaptation and resilience strategies, tailored to the needs of Maywood’s population, and centering on the needs of those that are most vulnerable and have experienced historic disinvestment in programs for climate change. Maywood’s unique environmental factors underscore the need for a CAARP that caters to the needs and vulnerabilities of its residents. Collaborating closely with the City, the proposed approach involves key tasks for co-creating strategies that are reflective of the population, real-world experiences, and needs of community members, and connecting to wider goals for social, environmental, and economic benefits, including public health, environmental justice, local connections, and sustainability.

Create a CAP that is Relevant and Accessible to the Community

ESA will collaborate closely with the City and its engagement team to ensure a successful, community-driven plan that is responsive to local priorities. The plan will be developed to present what is often perceived as a complex, dense topic in a straightforward, friendly manner, making the issues of climate change accessible through well-designed graphs, charts, and images, and language that presents technical concepts in ways that people can relate to in their day-to-day lives. The Maywood CAARP will clearly explain why residents and businesses in Maywood should care about climate change, and how they can help the City reduce emissions and prepare for its impacts. The CAARP will enable the reader to “connect the dots” between science, regulations, policy, and local actions that are needed to reduce GHG emissions and to increase local resiliency to climate change. ESA’s broad experience working with cities on climate action has underscored our commitment for having meaningful public involvement and understanding of climate change topics, to drive feasible solutions across all sectors that are supported and celebrated by the community.

Align with State Policies, Planning Priorities, and Funding Programs

ESA's approach is centered on helping clients align with local, regional, and statewide priorities for climate action, which has led to success with funding programs for subsequent planning and implementation work. The CAARP will be consistent with the state climate change goals and policies, as expressed in AB 32, SB 32, AB 1279, SB 375 and SB 379, and CARB's 2022 Scoping Plan Update. ESA will assist the City in setting GHG reduction targets and emission reduction pathways that are aligned with statewide reduction targets as expressed in SB 32 (40 percent below 1990 levels by 2030) and AB 1279 (85 percent below 1990 levels as well as statewide carbon neutrality by 2045). The CAARP's measures and actions will be thoughtfully integrated with state planning and funding efforts that link land use and transportation, and support transit-oriented development, and active transportation.

California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work annually towards reducing GHG emissions. In addition, the State is allocating billions of dollars of investments through 2025 to build wildfire resiliency, address drought impacts and bolster water resilience, protect vulnerable communities from climate risks, advance the state's zero emission vehicle goals, promote climate smart agriculture, and support the circular economy. These statewide efforts are designed to strengthen the economy and improve public health and the environment—particularly in disadvantaged communities. The CAARP will align with the state's policies to direct funding towards projects that benefit disadvantaged and low-income communities, as stipulated by SB 535 and AB 550. Grant funding proposals are typically scored on the extent to which the planning activities benefit disadvantaged communities and are consistent with the state's planning priorities, including promoting infill development, encouraging location and resource-efficient new development, and promoting local economic development.

2024 GRANT OPTIONS



Scope of Work

This section tracks very closely to ESA's proposed scope of work that was provided to the City of Maywood in February 2024, and addresses the tasks laid out in the project RFP. ESA proposes the following tasks for the CAARP development:

Task 1 – Existing Conditions

ESA will develop a new community-wide GHG inventory for the most recent calendar year (2023 or 2022), including transportation modeling and a revised trends assessment.

Model Vehicle Miles Traveled

ESA will work with subconsultant Fehr & Peers to model vehicle miles traveled (VMT) for the inventory update year and forecast years, which will form the basis for estimating on-road transportation emissions. Fehr & Peers will use the latest regional traffic model available from SCAG, known as the Activity-Based Travel Demand Model (ABM). Jurisdictions across Southern California are in the process of transitioning to SCAG's ABM. This shift from the previous model, a trip-based model, marks a significant change in the state of the practice for regional travel demand modeling in Southern California.

Fehr & Peers will use the SCAG ABM model to forecast business-as-usual (BAU) VMT out to the model's horizon year of 2045. For any year between the model's baseline year of 2016 and horizon year of 2045, BAU VMT estimates will be linearly interpolated. For forecasting VMT past the 2045 horizon year or for backcasting prior to the model's baseline year of 2016 (e.g., if adjustments are needed to the 2010 baseline inventory to achieve methodological consistency), VMT estimates will be linearly extrapolated. This scope assumes application of the model base land use and transportation network data within the SCAG Model are acceptable for the baseline and BAU horizon year, and the scope assumes that the socioeconomic data is reflective of the baseline conditions.

Data Collection and Emissions Quantification

ESA plans to include the following sources in the inventory, aligning those in the 2010 and 2015 GHG inventories, and using the consistent methods for estimating emissions:

- | | |
|---|------------------------------------|
| → On-road transportation | → Off-Road Equipment |
| → Residential and Commercial/Industrial Electricity | → Solid Waste |
| → Residential and Commercial/Industrial Natural Gas | → Wastewater Treatment |
| → Large Stationary Sources (Regulated by Cap-and-Trade) | → Energy used for Water Conveyance |

ESA will compile and analyze community data and undergo internal quality control and review to ensure that all activity data, calculation methodologies, and assumptions are transparent and consistent with those involved in the 2010 inventory. However, ESA will need the City's cooperation in securing access to community energy data from Southern California Edison (SCE) and the Southern California Gas Company (SoCal Gas). It can typically take up to 3 months to secure energy data from public utilities due to data privacy laws and bureaucratic hurdles. In addition, the privacy laws sometimes prevent the utilities from being able to provide complete data for all accounts they service within a given jurisdiction, especially in the Industrial and/or Commercial customer sectors. If this situation is encountered, ESA will work with the City staff to develop the most accurate estimates possible given the data we have, to ensure that the 2010 inventory, 2015 inventory, and inventory update are comparable.

After the data collection process is complete, ESA will quantify emissions using methods consistent with current best practice for inventory development, including the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI 2019 Protocol), the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, and the Local Government Operations Protocol. Where appropriate, ESA will draw on methods from the California Air Resources Board, the South Coast Air Quality Management District, and other sources as applicable. ESA will compile inventory activity data in a manner that the same Excel workbook that was used to develop the 2010 inventory for the previous GCCOG project, which will allow the updated GHG emissions results to be compared against the 2010 baseline inventory and will also allow for the data to be accessible and revised in the future.

TASK 1 DELIVERABLES

- Current community-wide Greenhouse Gas Emissions Inventory and Forecast report (electronic format) that includes the 2010 baseline, 2015 inventory update, and the latest inventory update (2023 or 2022), along with revised BAU and Adjusted BAU forecasts.

Task 2 – Analysis

ESA will refine the Phase 1 CAARP Assessment forecasts, targets, and develop detailed GHG reduction measures that reflect the community's input gathered during Phase 2. ESA will also refine the City's vulnerability assessment and prepare detailed adaptation and resilience strategies.

Revise Forecasts and Targets, and Develop and Quantify Detailed GHG Reduction Measures

Building from the high-level work done in Phase 1 CAARP Assessment, ESA will use the updated inventory results from Task 1 to refine the previously developed GHG forecasts and targets, and then revise the GHG reduction measures to reflect stakeholder and community input, and to account for the updated GHG inventory and revised targets.

Additionally, ESA will interview key City staff and other stakeholders to revisit potential GHG reduction strategies and measures, and to guide the City in selecting reduction measures and performance goals needed to achieve the City's GHG reduction target in the CAARP. Task 2 will also include developing implementing actions for each measure and performance metrics that the City can use to track CAARP implementation.

To complete Task 2, ESA will utilize the Gateway Cities CAP Framework’s toolkit where possible and customize performance goals to the City of Maywood. For GHG reduction measures not already included in the toolkit, ESA will quantify the GHG reductions in a separate spreadsheet. In developing the GHG reduction measures, ESA will also leverage the Gateway Cities CAP Framework’s GHG Reduction Measure Templates, which include descriptions of “best practice” local measures along with sample strategies and actions that local governments can employ to implement the measures. To guide in the selection and prioritization of measures, ESA will compile and organize the following information and then recommend a complete suite of fully described measures for inclusion in the City’s CAARP:

- ➔ GHG reduction potential (quantified)
- ➔ Community benefits
- ➔ Cost effectiveness and financial commitment
- ➔ Potential funding sources and other implementation resources
- ➔ Suggested performance goals and tracking metrics
- ➔ Suggested implementation partners
- ➔ Examples of relevant best practices in the Gateway Cities region and similar communities elsewhere in California
- ➔ Tips for engaging the public

Additionally, Fehr & Peers will:

- ➔ Support the development of up to 3 future scenarios designed to reflect the City’s transportation and mobility priorities, new policy choices that are developed through this CAARP project (such as compliance with the Paris Climate Agreement), and/or to meet GHG emissions reduction goals. For each of these scenarios, Fehr & Peers will provide descriptions of potential VMT reduction pathways and strategies that the City can pursue.
- ➔ Finalize and refine up to 3 transportation-related emission reduction measures (ERMs) to reduce GHG emissions for one selected future scenario and horizon year, focusing on fewer, higher-impact measures that will help achieve an accelerated pace of emissions reductions. These measures may include transportation demand management strategies, location-efficient development strategies, regional transportation/transit investment strategies, and/or strategies related to the accelerated adoption of zero emission vehicles.
- ➔ Prepare a technical memorandum to summarize the methodologies, data sources, assumptions and results of the transportation-related GHG reduction measures.

Detailed Adaptation and Resilience Strategies

This task builds on the existing high-level vulnerability assessment completed by ESA for the City (Phase 1 CAARP Assessment), to provide more City-specific details useful in developing adaptation and resilience strategies. ESA will refine the assessment to identify vulnerable populations and community assets, evaluating their exposure, sensitivity, and adaptive capacity to climate change hazards such as heat waves, drought, stormwater flood, wildfire smoke, disease vectors, and habitat degradation. Consideration will be given to public health and economic impacts, including the loss of natural capital and ecosystem services. Additionally, ESA will develop a qualitative risk matrix based on probability, consequence, and criticality ratings for various functional asset categories, including:

- ➔ Community services, public facilities, emergency services, and critical municipal operations
- ➔ Transportation infrastructure (roads, public transit facilities, railways, marinas, and port facilities) and energy infrastructure
- ➔ Stormwater management infrastructure, flood control, water supply, and related infrastructure
- ➔ Wastewater treatment and sewerage infrastructure
- ➔ Urban forests, ecosystems, parks, and related recreational assets
- ➔ Public health
- ➔ Private property, including housing and commercial real estate
- ➔ Solid waste/hazardous materials management

Using this information, ESA will prepare recommended strategies and actions to build capacity for community-wide resilience to climate change. ESA will integrate the City's existing initiatives for energy resiliency, water conservation, and response capabilities into its review process. Following this, ESA will develop strategies to enhance resilience to projected climate change impacts, focusing on vulnerable communities, public health, transportation, and critical infrastructure. These strategies will include structural and nonstructural measures for safety, asset protection, ecosystem preservation, flood risk management, water quality, land-use planning, and social equity goals. ESA will also explore potential funding sources for implementing these strategies.

Fehr & Peers will support the development of the vulnerability assessment based on the risks that Maywood is projected to face and the interaction with transportation systems and ERMs. For example, we will consider heat-related health risks or the potential for flood-related transportation system risks, and describe the impact that those risks may have on the ongoing, uninterrupted function of transportation systems and access, as well as the impact those risks may have on the implementation of ERMs. Fehr & Peers will develop a matrix for mobility-related considerations associated with each identified climate risk, potential impacts to vulnerable populations, interactions with any ERMs, and potential adaptation strategies that could reduce the risks and impacts.

After developing initial adaptation and resilience strategies, ESA will collaborate with City staff to assess and prioritize them based on feasibility, effectiveness, cost, ability to fund, equity, and co-benefits. ESA will identify any gaps in the City's current policy framework related to climate change adaptation and provide recommendations for updating policies in the General Plan, building code regulations, or other key frameworks. This effort will address potential hazards and vulnerabilities and ensure compliance with SB 379 and SB 1035 requirements for addressing climate hazards into future General Plan Safety Elements and Housing Elements.

Task 2 Deliverables:

- Draft and final memo of fully developed and quantified GHG reduction measures for the City's CAARP (Word/PDF).
- Fehr & Peers technical memo on methodologies, data sources, assumptions used to analyze transportation-related GHG reduction measures (Word/PDF).
- Draft and final Adaptation Strategies memo (Word/PDF) that includes the following:
 - Summary of Community assets identified as at-risk from climate change
 - Specific strategies and policies the City can adopt to increase resilience of vulnerable communities and at-risk community assets under each functional category as outlined above.
 - Recommended updates to the City's existing General Plan policies (including the Safety Element) regarding energy resiliency, water conversation, and responses to sea level rise, fire, and flooding.

Task 3 – Public Outreach

ESA will assist City staff and the engagement team in conducting public outreach and engagement activities, including survey creation, focus groups, workshops, and feedback review, or similar activities determined in consultation with the City and the Engagement Team. This collaboration aims to ensure effective and inclusive outreach throughout the engagement process. Additionally, ESA will support the engagement team by providing necessary content for outreach materials, participating in focus groups and workshops, reviewing feedback, and incorporating community input into CAARP development.

TASK 3 DELIVERABLES

- Support content preparation for meetings (e.g., PowerPoint slides, survey questions) and virtual meeting attendance (up to 2).

Task 4 – Advisory Committee

ESA and Fehr and Peers will support City staff and the engagement team with Advisory Committee meetings, including materials development, participation in meetings, and having Advisory Committee input and feedback guide the development of the CAARP to best address community needs.

TASK 4 DELIVERABLES

- Support content preparation for meetings (e.g., PowerPoint slides) and virtual meeting attendance (up to 2).

Task 5 – Draft and Final Plan

ESA will design and develop a complete CAARP document that consolidates the components developed in all previous tasks, using accessible text along with well-designed graphs, charts and images to make the issues of climate change accessible to the residents and businesses in Maywood. The CAARP will be designed to maximize the utility of information for City staff and the community. We will structure the CAARP to be easily navigable, and tailor our writing for the average reader (with detailed appendices for a more technically savvy audience). ESA will provide an Administrative Draft for City review and comment, a Public Draft for public review and comment, and a Final plan for adoption by City Council. Fehr & Peers will support document development with technical documentation for mobility analysis including narrative and graphics. The input received from community and stakeholder engagement activities will inform the adaptation and resilience strategies included in the CAARP, and ensure the CAARP is comprehensive and reflects community needs.

ESA proposes that the CAARP be organized as follows:

- Executive Summary
- Introduction and Background
- Opportunities, Risks and Challenges
- GHG Emissions Inventories and Forecasts
- GHG Target(s) and Reduction Strategies
- Climate Change Vulnerabilities and Adaptation Strategies
- Implementation and Monitoring
- Appendices

Following review of the Draft CAARP, ESA will collaborate with City staff to address any issues raised and make revisions as needed, preparing the Final CAARP for adoption by the City Council as an electronic document.

Task 5 Deliverables:

- Administrative and Public Draft CAARP (Microsoft Word/PDF).
- Final CAARP (PDF).
- City Council presentation of Final CAARP.

Task 6 – Board Review/Approval

Following completion of the Final CAARP document, ESA's Project Manager will attend a City Council meeting to support the CAARP's review and approval. ESA will also provide support for development of the staff report and/or presentation.

TASK 6 DELIVERABLES

- ESA meeting attendance at City Council Meeting.

Task 7 – Project Administration (new task)

This task is included within our proposal to provide ongoing project administration and management to ensure success of the project, including meetings with the City and other project coordination.

ESA's locally based Project Manager will coordinate with City staff to organize a kickoff meeting to initiate the project work; establish clear communication protocols; and discuss procedures, expectations, and other administrative items. The kickoff meeting will also include review of the work plan approach, goals, and project schedule. Prior to the meeting, ESA will provide a meeting agenda and a detailed data request for the Existing Conditions deliverable (described in Task 1). Following the kickoff meeting, ESA will circulate meeting notes and a clear list of action items.

Additionally, ESA recognizes the importance of continuous coordination throughout the project's duration. This task therefore is also dedicated to streamlined internal coordination and efficient collaboration with City staff, regular monthly invoicing for transparency and accountability, and monthly check-ins with City staff and the City's engagement team to ensure alignment and address any emerging challenges.

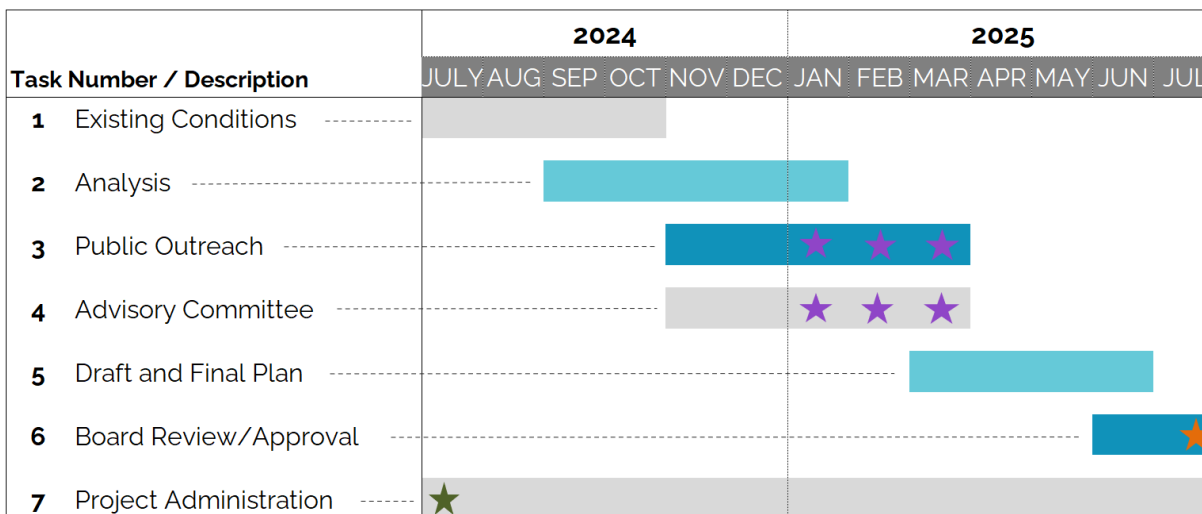
TASK 7 DELIVERABLES

- Project kickoff meeting (virtual) agenda and notes
- Updated workplan and schedule
- Regular monthly check-in meeting agendas and action items
- Monthly invoices and progress reports

Project Timeline

ESA proposes a 13-month timeline for developing the CAARP, as illustrated in **Figure 3** below. The proposed timeline assumes a project kickoff date in July 2024. If selected as the consultant for this project, ESA will coordinate with the City to refine the schedule to match the final approved scope, budget, and the City's specific needs.

Figure 3. CAARP Timeline



- ★ Kick-Off Meeting
- ★ Public Outreach/Advisory Committee Meetings
- ★ City Council Meeting

SECTION 5

Proposed Materials and Services

In compliance with the RFP, ESA meets the City's insurance requirements stated in the City's Professional Services Agreement and can provide proof of insurance prior to the start of the project. In addition, ESA has identified sections of the Professional Services Agreement where we would like to recommend changes during contract negotiations.

Revise Section 6.C as follows:

6. INFORMATION AND DOCUMENTS.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission; provided, any modification or reuse by City of Data or other documents prepared by Consultant, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Consultant. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

Revise Section 8.A as follows:

8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, ~~agents~~, employees, designated volunteers, successors, assigns and those City agents serving as independent Consultants in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith ~~and the payment of all consequential damages~~ (collectively "Liabilities"), in law or equity, ~~whether actual, alleged or threatened~~, which arise out of, ~~are claimed to arise out of~~, pertain to, or relate to the negligence, recklessness, or willful misconduct the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, ~~notwithstanding including~~ the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Except for claims arising out of the performance of professional services, Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel reasonably acceptable to ~~of~~ the Indemnitees' ~~choice~~, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. For claims arising out of the performance of professional services, Consultant has no duty to provide or to pay for an up-front defense, but Consultant shall reimburse those reasonable attorney's

fees incurred by City to the extent caused by the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subcontractors.

SECTION 6

Substitutions

This proposal presents ESA's approach to the RFP with all requested items.

City of Maywood

Climate Action, Adaptation, and Resilience Plan, Phase 2 (Planning)

B. Cost Proposal

PREPARED FOR:

City of Maywood

Miguel Leon,
4319 Slauson Avenue
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PREPARED BY:

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June 11, 2024

Project Team Leader: Jeff Caton, PE, LEED AP
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Cost Proposal

This document includes a detailed summary of ESA's proposed project budget of \$150,000, based on our proposed scope of work and the information presented in the RFP. This proposal matches the total budget estimate and scope of work previously submitted to the City of Maywood in February 2024. ESA is prepared to adjust the project budget, if needed, through scope negotiations with the City.

ESA services and charges are provided on an hourly basis, at the hourly rates for each personnel identified in the cost proposal below. Subconsultant services will be invoiced at cost. Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis.

The following pages include:

- ESA Labor Detail and Expense Summary
- Attachment B: Subconsultant Costs

ESA Labor Detail and Expense Summary

Project Team		Project Director	Project Manager	Strategic Advisor	Technical Lead	GHG Analyst/ Planner	Planner/ Engagement	Graphic Design, Technical Editor	Total Hours	Labor Price
Labor Category		Senior Principal Consultant 3	Senior Principal Consultant 3	Principal Consultant 4	Senior Consultant 3	Consultant 6	Associate Consultant 2	Associate Consultant 4		
Task #	Task Name/Description	\$311	\$192	\$293	\$192	\$169	\$151	\$177		
1	Existing Conditions	2	4	6	32	60	0	0	104.00	\$ 19,432
Community GHG Inventory Report, Forecast Report, and Revised BAU and Adjusted BAU Forecasts		2	4	6	32	60			104.00	\$ 19,432
2	Analysis	13	20	13	27	68	40	0	181.00	\$ 34,408
Revise Forecasts and Targets		3	2	5	9	24			43.00	\$ 8,566
Develop and Quantify Detailed GHG Reduction Measures		4	2	8	18	40			72.00	\$ 14,188
Detailed Adaptation and Resilience Strategies		6	16			4	40		66.00	\$ 11,654
3	Public Outreach	0	4	0	0	0	12	0	16.00	\$ 2,580
Materials Development and Public Outreach Meetings			4				12		16.00	\$ 2,580
4	Advisory Committee	0	6	0	0	0	12	0	18.00	\$ 2,964
Materials Development and Advisory Committee Meetings			6				12		18.00	\$ 2,964
5	Draft and Final Plan	11	34	4	6	23	66	34	178.00	\$ 32,144
Administrative Draft CAARP		6	20	4	6	20	42	8	106.00	\$ 19,168
Draft Plan		4	10			3	16	26	59.00	\$ 10,689
Final Plan		1	4				8		13.00	\$ 2,287
6	Board Review/Approval	0	6	0	0	0	0	0	6.00	\$ 1,152
City Council Meeting			6						6.00	\$ 1,152
7	Project Administration	7	25	0	1	0	1	0	34.00	\$ 7,320
Kickoff Meeting		1	1		1		1		4.00	\$ 846
Monthly Check-Ins, Invoicing, and Project Coordination		6	24						30.00	\$ 6,474
Total Hours		33	99	23	66	151	131	34	537	
Total Labor Costs		\$ 10,263	\$ 19,008	\$ 6,739	\$ 12,672	\$ 25,519	\$ 19,781	\$ 6,018		\$ 100,000
Percent of Effort - Labor Hours Only		6.1%	18.4%	4.3%	12.3%	28.1%	24.4%	6.3%	100.0%	
Percent of Effort - Total Project Cost		6.8%	12.7%	4.5%	8.4%	17.0%	13.2%	4.0%		66.7%

PROJECT COST ESTIMATE SUMMARY TABLE

ESA Labor Cost	\$ 100,000
Subconsultant Costs (see Attachment A for detail)	\$ 50,000
PROJECT TOTAL	\$ 150,000

Attachment A: Subconsultant Costs

Subconsultant (Fehr and Peers)		Total Subconsultant Project Costs	
Task Number / Description		Project Cost	
1	Existing Conditions	\$	15,000
2	Analysis	\$	25,000
3	Public Outreach	\$	2,000
4	Advisory Committee	\$	2,000
5	Draft and Final Plan	\$	4,000
6	Board Review/Approval	\$	-
7	Project Administration	\$	2,000
Subconsultant Total		\$	50,000



CITY OF MAYWOOD

Climate Action, Adaptation, and Resilience Plan

Phase 2 (Community Outreach)

Work Proposal | June 11, 2024



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In association with:
FM3



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June 11, 2024

Miguel Leon, Administrative Analyst
City of Maywood
4319 Slauson Avenue
Maywood, CA 90270

***RE: Proposal for City of Maywood Climate Action, Adaptation, and Resilience Plan
Phase 2 (Community Outreach)***

Dear Mr. Leon and Selection Committee Members:

The City of Maywood has taken a multilayered approach to address the anticipated challenges of climate change and is poised to effect transformative change through the successful development and implementation of a strategic and community-informed Climate Action, Adaptation, and Resilience Plan (CAARP).

With this in mind, MIG, Inc. (MIG), is pleased to submit our proposal to lead the community outreach and engagement for the CAARP. For more than four decades, MIG has provided planning, research, community engagement, and strategy support to a diverse array of partners. Our team of 260 professionals assists clients on projects that enhance community livability, support revitalization, and connect people with places. We are proud to have a long track record of successful working relationships with many cities, counties, and regions including the Southeast Los Angeles (SELA) communities.

To support the City for the development of the CAARP, MIG proposes an approach that provides community members with tools to solicit meaningful input; strengthens existing relationships between residents, local groups, City staff, and the Planning Team to support ongoing engagement; promotes context-sensitive solutions to address the anticipated issues resulting from climate change; and prioritizes policies, programs, and projects with emphases on benefits to disadvantaged communities.

Our multidisciplinary approach blends our community engagement and communications expertise with innovative technical capabilities in community and environmental planning, policy, and data-driven research and analysis. For the CAARP outreach and engagement, MIG has assembled a team of professionals, including public opinion research subconsultant FM3, who have deep knowledge of the SELA communities. We bring expertise and best practices that emphasize intentional, inclusive, and transparent community engagement. We believe community members' time and contributions are valuable and should be respected in how engagement and participation are organized, conducted, and documented. Participation and engagement should include providing the community with meaningful and accessible educational tools, resources, and information that are place-based, and collaboration should occur in the languages of engaged communities. In addition to technical expertise, our team brings lived experiences, cultural competency, and sensitivity to deliver a community engagement program that is tailored to the Maywood community.

MIG is extremely excited about potentially collaborating with the City and the community to establish a path toward realizing a healthier community through policy that responds to future environmental impacts. Please do not hesitate contact me by email at esmeraldag@migcom.com or telephone at (626) 744-9872, ext. 3010, if you would like additional information or have any questions about our proposed approach.

Sincerely,

Esmeralda García
Principal



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Experience and Qualifications

About MIG

MIG improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

We have especially strong expertise in the land use, climate adaptation and resiliency, and transportation arenas, working with federal, State, and local agency partners, community members, and stakeholders to develop agreement and a base of support for proposed planning endeavors. Our ability to develop and implement an informed and comprehensive public outreach and community information process is bolstered by superior graphic design and communications capabilities.

AREAS OF EXPERTISE

- » Community Outreach and Engagement
- » Facilitation and Consensus Building
- » Strategic Communications, Marketing, and Public Relations
- » Graphic Design and Multimedia
- » Web Design, Tools, and Technology
- » Strategic Planning and Organizational Development
- » Diversity, Equity, and Inclusion
- » Grant Writing
- » Urban Design and Planning
- » Visualization and GIS Analysis and Mapping
- » Streets and Multimodal Mobility
- » Landscape Architecture and Green Infrastructure
- » Sustainability and Resiliency Planning
- » Environmental Planning and Analysis





Award-winning Engagement and Communications

For over four decades, MIG has worked extensively with public agencies and policymakers in Southern California and throughout the United States to effectively communicate complex issues to key stakeholders, businesses, and the public, enabling them to actively participate in policy, planning, and design processes and make informed decisions that impact every aspect of their lives. The depth of our expertise encompasses engagement in every form—in-person, written, visual, and electronic—combined with exceptional skills in facilitation and consensus building. The breadth of our experience is unparalleled—from land use and transportation to social services and public health to environmental impacts and climate adaptation and resiliency. We work at every scale from a single site design to a statewide campaign. Our approach is based on a thorough understanding of multiple objectives and needs; equity, efficiency, and accuracy in information gathering and sharing; and creativity and innovation in communications and collaboration.

Our clients are seeking to reach consensus regarding the best approach for responding to issues and concerns. MIG has highly skilled facilitators with a variety of tools that can help move a discussion that appears to be polarized toward one where areas of common agreement have been identified. Using electronic polling, small group discussions, visualizations, and many other techniques, MIG has helped communities find common ground, shared values, and desired outcomes that most people will support. MIG documents these results in a manner that provides decision-making support to reduce backtracking and becomes an official record of the proceedings.

MIG has an award-winning communications team that produces attractive, compelling, and easy-to-understand materials to reach and engage the public. Our messaging and graphics are designed to be adaptable across a wide variety of tools since we recognize that it can take up to three touchpoints to get a person's attention. Our communications research conducted with the general public reminds us that in this digital age, a colorful flyer may still be the method that best captures someone's attention. Concurrently, ever-growing smartphone usage makes digital online or text-based notifications essential. Surveys—whether research-based or a simple poll on social media—are proven tools for attracting and engaging people. MIG has a robust team of talented professionals who can create engaging materials such as fact sheets, reports, media releases, surveys, displays, maps, photo boards, and many other print and digital tools. Our professional writers translate highly technical information into clear, jargon-free text that connects to people's lives.

Engaging Diverse Community Members

MIG understands the interconnectedness of language and culture, and how these elements influence the design of community engagement activities. Our team brings a multidimensional awareness of cultural competency at an individual, organizational, and systems level. We successfully engage ethnically and linguistically diverse groups using a tailored approach that employs a broad range of proven facilitation techniques. We first identify the language needs of potential participants, and then develop a program design that accommodates multiple languages (e.g., simultaneous interpretation). As a result, language needs influence overall engagement strategies, MIG Team project staffing choices, and the facilitative process. Our attention to inclusion goes beyond language, addressing cultural preferences, traditions, and styles—along with the history of participation and relationship to government agencies.



Equity in Action

At MIG, we work with people and systems to break down the profound inequities that persist and to address the symptoms and root causes of the problem. Our goal is impact: transformative change that creates equitable outcomes in the communities where we live, work, and gather. We launched the “MIG Equity Studio” in 2018 to advance cross-discipline approaches and solutions to accelerate progress towards equity of opportunity, and to infuse equity across all MIG service areas. This is a commitment to internal change and to advancing equity, justice, and inclusion in our work with communities and clients. Our implementation of the MIG Action Plan for Racial Equity, Inclusion, and Justice is underway with participation from all MIG service groups.

Working with CBOs

MIG is successfully partnering with CBOs in many projects focused on environmental justice (EJ) communities related to air pollution, climate adaptation, parks and recreation access, active transportation, and community planning. This includes our current effort with the San Diego County Air Pollution Control District (APCD), which involved formal agreements with five CBOs in each County supervisorial district to: a.) advise APCD in developing principles, goals, and methods that are responsive to EJ communities for its 2022–2025 Public Participation Plan, and b.) convene targeted EJ community members from specific backgrounds and demographics to participate in workshops with the project team to identify topics of concern and their priority communication and engagement methods. MIG has built the internal infrastructure to establish CBO agreements to provide stipends and compensation in support of connecting communities with decision-making on numerous projects including those with the Los Angeles County Chief Sustainability Office and Department of Parks and Recreation.

Outreach to Underrepresented Communities

MIG’s work with local and regional agencies has helped develop proven approaches to ensuring meaningful participation from all sectors of society, specifically residents from minority, low-income, and limited English-proficient communities. Additionally, MIG assisted RCTC with an Environmental Justice Analysis and Outreach Study. We also worked with Los Angeles County Metro on the I-710 Livability Initiative to address EJ issues faced by the communities along the I-710 corridor. Our engagement work along the I-710 corridor and the Los Angeles River has allowed us to develop deep working relationships with many environmental organizations and public health advocates.

FIRM OVERVIEW

Size and Organization: 260+ employees

Number and Location of Offices: 14 offices; Berkeley, Fullerton, Los Angeles, Pasadena, Riverside, Sacramento, San Diego, San José, Sonoma, CA; Denver, CO; Brooklyn, NY; Portland, OR; San Antonio, TX; Seattle, WA

Operational Structure: CA Corporation

Management and Key Personnel for Public Outreach Services: Esmeralda García and Alfonso Ramirez

Our Subconsultant

FM3 RESEARCH

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) has been conducting public policy-oriented opinion research since 1981 on issues of major economic and social concern. A California-based company, the research FM3 conducts goes far beyond simply documenting the knowledge, views, and behaviors of various populations. Their work produces actionable data that provides a strategic roadmap for policy makers to inform community outreach and communication efforts.

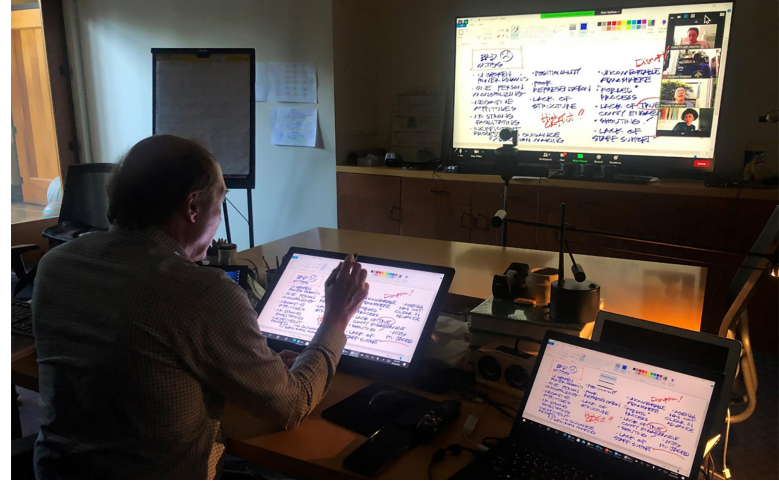
Each of the research projects FM3 does is led by one of six partners, all of whom are nationally respected authorities on public opinion research. Their clients have direct access to not only the partner, but also several other key staff members with advanced degrees in public policy, research methods, and/or extensive experience working in state and local government. FM3 utilizes a variety of research tools designed to address each client's unique circumstances. Some of these tools are quantitative, such as surveys; some are qualitative, such as focus groups; and others fall somewhere in between. In any given year, FM3 conducts more than 300 surveys and 160 focus groups, in addition to providing ongoing consulting for key clients.

FM3 recently conducted both focus groups and survey research for the City of San Diego Environmental Services Department. The Department sought to assess perceptions of the City's organic waste recycling program, including awareness of the program, levels of participation, mechanisms for participation, and challenges and opportunities for expanding participation. FM3's research helped the Department develop an understanding of the most convincing ways to get people to participate in the program—an important piece of the puzzle as the City sought to lower its greenhouse gas emissions and bolster residents' capacity and willingness to change their behavior and support the City in its efforts to effectively adapt to and mitigate the adverse impacts of climate change. For the City of West Hollywood, FM3 conducted focus groups and survey research that explored residents' knowledge of and opinions on a variety of issues specific to the City—such as housing and homelessness, cost of living, various transportation-related issues, growth and development, public safety, and more—as well as their visions for the future of West Hollywood. Through this work, FM3 has provided the City with invaluable data to inform updates to its strategic plan.

Available Resources

STABILITY AND FINANCIAL STRENGTH

MIG has no debt and has current assets 3.6 times over current liabilities. MIG's financial statements are prepared annually and reviewed by Calegari & Morris Certified Public Accountants. We can provide these statements if requested.



EQUIPMENT AND TECHNOLOGY

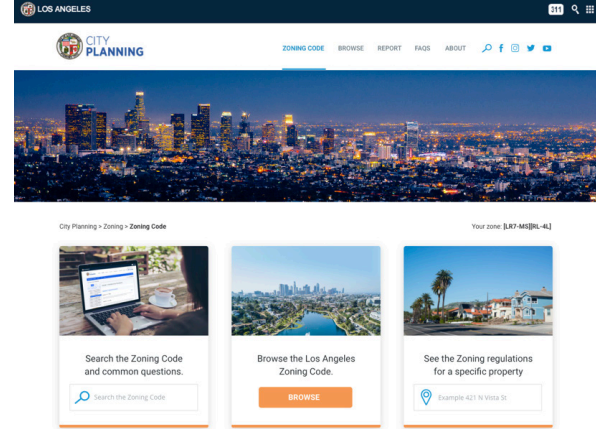
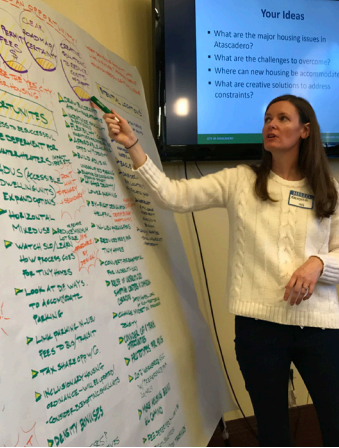
MIG brings a full range of low- and high-tech equipment and software to support the CAARP's community outreach. Our resources and technical proficiency have contributed to great success in our outreach efforts. We are also able to apply these resources to hybrid activities that combine in-person and online participation in the same event. MIG's resources include:

Video-Conferencing and Virtual Meetings: MIG regularly uses Zoom, GotoMeeting, Webex, Teams, and other platforms requested by our clients to conduct virtual meetings. MIG also has video editing capabilities to provide quality recordings of these activities. MIG has supported state and national meetings with several thousand participants. In one large-scale meeting, MIG hosted 10 concurrent separate Zooms to allow unlimited participants in a break-out room. MIG provided Zoom and facilitation training, Zoom hosting, and technical support for these efforts.

AV Equipment: MIG has laptops, tablets, projectors, video cameras, sound systems, and speakers to meet the most frequently needed audio-visual needs of meetings at no extra cost to the project.

Easels and Flipcharts: MIG can provide lightweight easels for display boards and sturdy hard-back flip charts to support small group discussions and open houses. We also bring full meeting supplies such as markers, tape, dots, extension cords, cups and trays for refreshments, and other logistical support items.

Digital Whiteboards: MIG regularly integrates the use of digital whiteboards (Mural) into meeting designs to create interaction and transparency in notetaking. MIG is also proficient in using equivalent tools in Microsoft Teams, Google, and other platforms.



Electronic Polling Equipment: MIG owns the Turning Point electronic polling system and can provide the software and responders to serve a meeting with up to 400 participants. This allows full participation by all in attendance.

PollEverywhere and Mentimeter: MIG has subscriptions to access these two web-based polling systems. MIG can also provide a Wifi hotspot at the meeting for any participants who have limited web-connectivity from their devices and limited capacity from their data plans.

Social Media and Analytics: Tools such as Twitter, Facebook, blogs, Instagram, and LinkedIn are powerful channels to engage audiences, build relationships, and deliver messages to a broad spectrum of individuals. MIG pairs traditional media and marketing tools with social media to enhance and enliven all of our efforts and take full advantage of a client's established user base. The MIG Team is also proficient in using the analytics for these tools to track and measure performance.

Web Design and Application Development: MIG works with clients to create web environments that engage, inform, and stimulate the visitor, and reflect our client's goals in a creative way. We have extensive experience in all aspects of web design including: site architecture, navigation design, and user profiling; low-income, low-education, and disabled accessibility; and interactive design and web animation. We specialize in providing customized web application and infrastructure design, development, and support services. MIG has the skills and experience necessary to help clients clearly identify and document their software requirements; configure, integrate, and customize web software and infrastructure; and train and support users. Our in-house team has worked together for over 15 years and includes professional web software, database, and network engineers; system analysts; and award-winning and innovative multimedia interface designers.

LABOR AND CAPACITY

MIG project teams are assembled based on staff expertise and capacity. The proposed MIG staff are committed for the duration of the project, and their current workload will not impact their availability to successfully complete this assignment.

All MIG projects and staff capacity are monitored and scheduled in coordination with existing project workloads. Weekly in-house Management Team meetings ensure a high level of communication between project leaders and the efficient allocation of personnel and other firm resources. With more than 260 professionals on staff, MIG has the personnel resources to accommodate new projects regularly and to respond to unexpected assignments.

Relevant Experience and References

MIG's key relevant experience providing public outreach services in the last five years are demonstrated through the project examples and references highlighted on the following pages.

LOWER LOS ANGELES RIVER REVITALIZATION

The Lower Los Angeles River covers 21 miles extending from the City of Vernon south to the outlet near the City of Long Beach. The river spans approximately 15 cities and unincorporated communities, most of which are culturally diverse and significantly low socio-economic status. In 2015, Governor Jerry Brown signed Assembly Bill 530, authorizing the creation of a local, 40-member "Working Group" of diverse interests and community representatives to develop a Lower LA River Revitalization Plan (LLARRP). The LLARRP addresses the unique and diverse needs of the river corridor and its communities, and has started a conversation about how the entire 51-mile river can be managed collaboratively.



MIG designed and conducted a two-year community-driven process to develop the LLARRP under the direction of the Working Group. The process tackled a wide range of topics including: river-oriented development, community economics, health equity, water quality, stormwater, flood control, natural habitat, open space, recreation, active transportation, and more.

Overall, in reflecting on the process outcomes, the project sponsors and participating community leaders realized that corridor-based plans (in this case, a flood control facility) that traverse multiple jurisdictions can be multi-layered in addressing corridor-wide needs, yet still flexible to support localized needs within specific communities. Additionally, participatory processes can be designed and implemented to reach the full range of communities, cultures, and interests through a strategic and iterative process.

Since the Working Group unanimously recommended the State adopt the LLARRP on February 1, 2018, local and regional partners have been collaborating to realize the opportunities prioritized by the community. MIG is currently working with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy to pave the path forward and identify restoration and revitalization projects along the Lower LA River corridor. In partnership with local community groups including SELA Collaborative and UCLA, the MIG Team has initiated research to assess existing barriers and inequitable outcomes for residents in the corridor. Community engagement will inform projects that revitalize and prioritize benefits to the residents of the corridor communities. The projects build from the values, goals, and guiding principles in the LLARRP and the Stabilization Toolkit.

PROJECT DETAILS

Location: Los Angeles County, CA

Client: Department of Public Works, Los Angeles County, and the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy

Reference: Melissa Bahmanpour, Project Development Manager; San Gabriel and Lower Los Angeles RMC; (323) 494-6497; mbahmanpour@rmc.ca.gov

LA COUNTY AND LA CITY URBAN FOREST MANAGEMENT PLANS ENGAGEMENT

The Los Angeles County Chief Sustainability Office and City of Los Angeles Board of Public Works Office of Forest Management are partnering to develop Urban Forest Management Plans for the County and City of Los Angeles that will include strategies to develop equitable, healthy, and climate-resilient tree canopies across Los Angeles. Through this partnership, the County and City successfully secured grant funding from CAL FIRE and other sources to create a robust, equitable community engagement process to guide the development of a shared and unified vision for the regional urban forest.

The process consisted of several types of engagement activities and touchpoints. A series of community expert workshops brought members of community-based organizations together to share their communities' experiences and shape the activities and focus of upcoming community engagement work. The project team reached out to community organizations that attended these workshops as well as others—ensuring there was broad geographic representation—to partner and collaborate on outreach and engagement in their communities.



Key outreach outcomes included:

- » 21 Community Partners involved
- » 4,193+ community members reached during 232 outreach events
- » 149,987+ people reached through communications
- » 834 participants at 52 neighborhood workshops
- » 2,489 Community Questionnaire responses received

PROJECT DETAILS

Location: Los Angeles, CA

Client: County of Los Angeles and City of Los Angeles

Reference: Rebecca Ferdman, Sustainability Policy Director; Los Angeles County Chief Sustainability Office; (213) 974-1172; RFerdman@cso.lacounty.gov

CLIMATE ACTION PLAN LOTERÍA

Before developing its first Climate Action and Adaptation Plan (CAAP), the City of Half Moon Bay enlisted MIG's assistance in engaging socially vulnerable communities in the CAAP and its formal planning process. MIG created a bilingual Climate Action Lotería game that builds awareness and gathers input from underrepresented community members. A traditional Mexican card game, Lotería is like bingo, but instead of matching letters and numbers, players match images.

MIG designed the game pieces including gameboards featuring 12 different images; 35 image cards depicting a specific climate change topic with descriptions and definitions; and 12 game markers. Given the technical terms associated with climate change, MIG simplified the language so topics and concepts were more accessible to both English and Spanish speakers.

MIG worked with Ayudando Latinos A Soñar—a Latino-centered nonprofit and CBO—and the Senior Coastsiders to organize and facilitate focus groups with the game as a catalyst for education and dialogue.

MIG also helped the City develop a pop-up gallery and swag gifts with the game's images for use at community events. The images were also featured in social media. From this preliminary outreach, the City gained new strategies and content to educate residents; CBO and community recommendations for conducting inclusive, nuanced engagement; and new ways to gather valuable input from English- and Spanish-speaking residents. The City also obtained specific input on climate hazards and infrastructure of greatest concern and their intersection with social vulnerabilities. City staff considered this input before formalizing the CAAP's content, structure, and process.

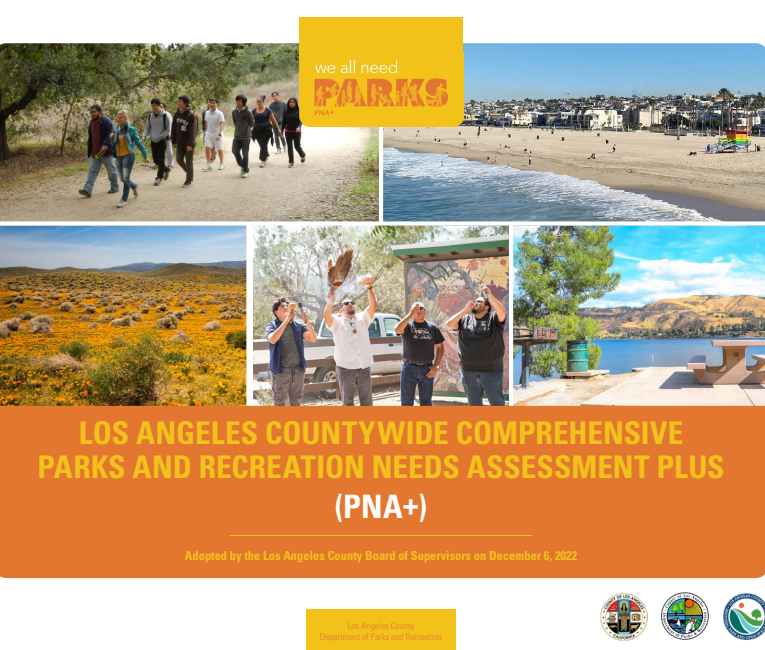
PROJECT DETAILS

Location: Half Moon Bay, CA

Client: City of Half Moon Bay

Reference: Veronika Vostinak, Sustainability Analyst; City of Half Moon Bay; (650) 726-9389; vvostinak@hmbcity.com





LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION PARKS NEEDS ASSESSMENT PLUS (PNA+)

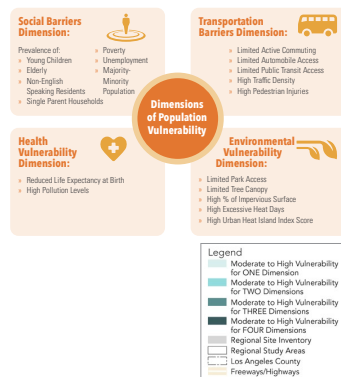
In March 2019, the Board of Supervisors passed a motion directing the Los Angeles County Department of Parks and Recreation (DPR) to complete a “Regional Recreation, Beaches, Rural Areas, and Open Space Needs Assessment.” Consistent with the Board motion, the 2022 PNA+ builds upon and updates the 2016 Countywide Parks Needs Assessment (PNA) with data, analyses, and metrics tailored to regional and rural parks and open spaces; identifies gaps, opportunities, and priority areas based upon a comprehensive process of data collection analyses, and community engagement and outreach; uses metrics, data, and analyses to guide future planning and resource allocation; and recommends approaches and strategies for multijurisdictional coordination, collaboration, and partnerships.

The 2022 PNA+ reveals that in addition to the park needs identified in the PNA, the county also has unmet needs with respect to environmental conservation and restoration, regional recreation, and rural recreation. The PNA+ identifies priority areas for environmental conservation and restoration that form the basis of a 30x30 strategy for Los Angeles County. The 30x30 initiative is a commitment to conserve at least 30 percent of lands and waters by 2030. The PNA+ strategy reimagines conservation to include both traditional efforts that involve the acquisition and protection of natural lands, as well as the restoration of degraded lands, such as brownfields, landfills, and

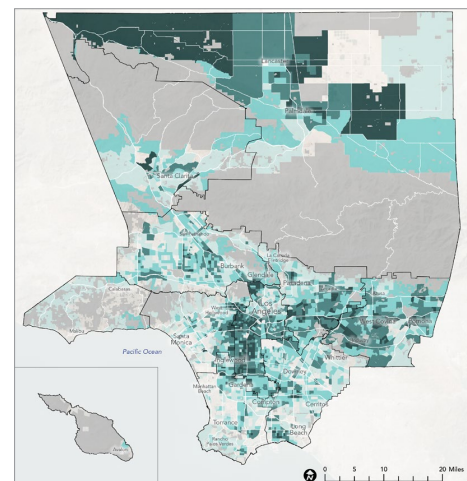
POPULATION VULNERABILITY

Population vulnerability is a focus of the PNA+ analysis to more broadly look at equity beyond population density to ensure that everyone has access to our beaches and lakes, open spaces and natural areas, regional parks, trails, and parks and recreational facilities in rural areas, regardless of race, social class, gender, disability status, or other characteristics.

While some areas of the County experience a single dimension of population vulnerability, in census tracts where multiple dimensions overlap, residents face compounding challenges. In these areas, multi-faceted approaches to reducing the barriers and increasing the benefits of access to parks and open space are critical to positively influencing the health and well-being of residents. In Los Angeles County, nearly 1.2 million people reside in areas that are experiencing a moderate or high level of vulnerability for all four of the dimensions identified in this analysis.



COMPOSITE POPULATION VULNERABILITY



Map source: California Healthy Places Index (CHPI), 2021 RRE Inventory
Note: See Technical Appendix for methodology, individual indicators, and additional sources.

oil fields, especially in communities of color where vulnerable populations and environmental burdens are concentrated. People of color account for 84% of the population living in priority areas for restoration, i.e., those areas with highest environmental burdens.

The PNA+ also identifies priority areas for regional and rural recreation using various indicators of population vulnerability and other factors such as access to regional and rural recreation sites via different modes of travel, the availability of such facilities, and the amenities they offer. Many of the most vulnerable areas identified in the 2022 PNA+ are also the Very High and High park need areas in the 2016 PNA.

Development of the PNA+ involved extensive public engagement and outreach done with the support and assistance of more than 20 CBO partners. To keep the public engaged and informed, MIG worked with DPR to regularly update the Parks Needs Assessment website, post on social media (Twitter, Facebook, and Instagram) for the project, and collaborate with CBOs on outdoor outreach events and distribution of paper surveys. Thousands of residents completed surveys and participated in workshops and other events.

PROJECT DETAILS

Location: Los Angeles County, CA

Client: Department of Parks and Recreation Planning, Los Angeles County

Reference: Clement Lau, DPPD, FAICP, Sustainability Policy Advisor; Los Angeles County Chief Sustainability Office; (213) 974-1172; clau@cso.lacounty.gov

**ADDITIONAL COMMUNITY OUTREACH
AND ENGAGEMENT RELEVANT
PROJECTS**

	Outreach Issues								Relevant Components						
	Sustainability	Equity, Environmental Justice, and Healthy Communities	Environmental Impacts	Land Use	Placemaking and Urban Design	Economic Development	Housing	Mobility and Active Transportation	Outreach Program/Strategy	Strategic Communications and Collateral	Training and Education	Community Meetings	Community Events, Intercepts, and Pop-ups	Facilitation	Diverse Groups
Broadway Manchester Streetscape Equity Project, Los Angeles, CA	●	●			●	●		●	●	●	●	●	●	●	●
Great Streets Corridors, Challenge and Vision Zero Evaluation, Los Angeles, CA		●		●	●	●		●	●	●		●	●	●	●
Historic Whittier Boulevard Specific Plan and StoryMaps Application, Pico Rivera, CA	●	●	●	●	●	●	●	●	●		●	●	●	●	●
Cudahy Focused General Plan Community Engagement and Green Infrastructure and Open Space Planning, Cudahy, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Our Pasadena General Plan Implementation/ Specific Plans Update Community Engagement Program, Pasadena, CA	●	●		●	●	●	●	●	●	●	●	●	●	●	●
OurLA2040 General Plan Communications, Los Angeles, CA	●		●	●		●	●			●	●			●	●
Metro I-710 Corridor Project EIR/EIS Community Outreach and Engagement, Los Angeles County, CA	●	●	●	●	●			●	●	●		●	●	●	●
Los Angeles Vision Zero Campaign, Los Angeles, CA		●	●	●				●	●	●	●			●	●
Caltrans On-Call Planning Public Engagement, Statewide, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Commerce General Plan and Zoning Code Update Engagement Program, Commerce, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Compton General Plan Community Engagement, Compton, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Downtown Hawthorne Revitalization Community Engagement, Hawthorne, CA		●	●	●	●	●	●	●	●	●	●	●	●	●	●
Charlotte Center City 2020 Vision Plan; 2040 Comprehensive Plan; and North Tryon Visioning Plan Community Engagement, Charlotte, NC	●	●		●	●	●	●	●	●	●	●	●	●	●	●
San Antonio Tomorrow Comprehensive Plan; and Neighborhood Area Plans; and Community Engagement, San Antonio, TX	●	●		●	●	●	●	●	●	●	●	●	●	●	●



Key Personnel

MIG is proud to present an experienced and highly qualified team to provide outreach and engagement services for the Maywood CAARP Phase 2 Community Outreach. Our team members have been selected for their strong expertise in their fields of work as well as for their passion for this project.

PROJECT MANAGEMENT

With over 25 years of experience in outreach and communications for diverse groups, Principal and Outreach Specialist **Esmeralda García** will serve as the Managing Principal, providing overall project direction, oversight, and quality control, as well as serving as the primary contact for the City and planning team.

Esmeralda will be supported by well-qualified community outreach and engagement, communications, graphic design, data analysis, and survey and opinion research professionals identified below and in the team organization chart.

Key technical support includes:

- » Engagement and Project Associates **Alfonso Ramirez**, **Sara Perez Rojas**, and **José Guadalupe Gutiérrez**;
- » Data Analyst **Stephanie Lane Pavón**;
- » Strategic Communications and Graphic Designer **Danyel Cisneros**; and
- » Survey Research Specialist **Richard Bernard, PhD**, of FM3 Research

RESUMES

Detailed resumes, including qualifications and relevant experience, for all proposed members of the MIG Team are provided in the Appendix.

TEAM ORGANIZATIONAL CHART



Approach to Scope of Services

Project Understanding and Approach

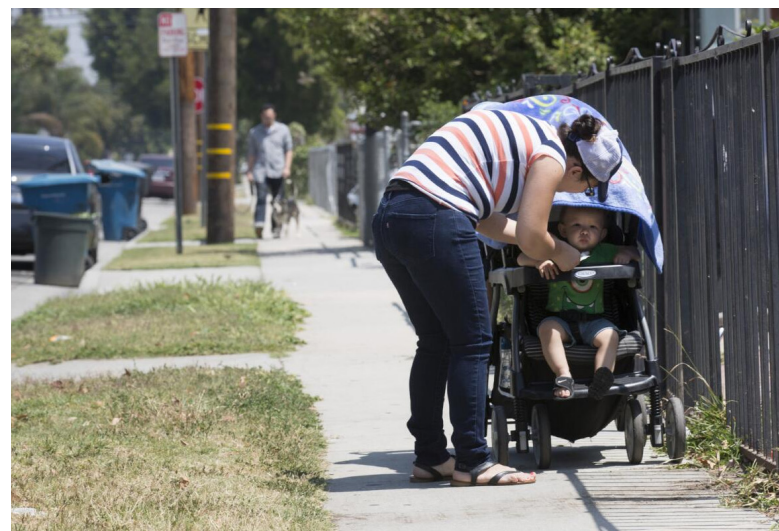
Incorporated in 1924, the City of Maywood was originally established as a small residential community. Like many of its surrounding Southeast Los Angeles communities in the cities of Bell, Cudahy, Huntington Park, and Commerce, Maywood grew in population, which was largely attributed to the development of automobile manufacturing plants, including Chrysler and Ford, located in the City of Commerce. Throughout the mid-20th century, Maywood experienced significant demographic shifts. In the 1940s and 1950s, the City saw an influx of African American families, drawn by employment opportunities in the manufacturing industry, as well as the increase in availability of affordable housing. The late-20th century saw a rapid growth, particularly for Latino/Hispanic populations. Today, Maywood is predominantly Latino, with over 96% of its residents belonging to this demographic. Additionally, Maywood stands as one of the most densely populated cities in both Los Angeles County and California, with a population density of 21,449 people per square mile, according to the 2020 Census—considerably higher than the City of Los Angeles’ 8,304 people per square mile, despite being the most populous city in California.

Maywood’s industrial past and dense population have left a legacy of environmental challenges. The City’s proximity to major transportation corridors, namely the I-710, and industrial facilities have led to elevated levels of air pollution, impacting the health and well-being of

its residents. Limited green spaces and the prevalence of impervious surfaces exacerbate urban heat island effects, further emphasizing the community’s vulnerability to climate change. Additionally, concerns over soil and water contamination from historical industrial activities have raised questions about environmental justice and the equitable distribution of environmental burdens and benefits.

According to CalEnviroScreen 4.0, initiated by the California Office of Environmental Health Hazard Assessment to identify communities disproportionately burdened by pollution, Maywood is ranked in the 85–95th percentile across all eight of its census tracts, indicating residents face some of the highest pollution burdens in the State. This ranking is based on various factors, including exposure to air pollution, water pollution, pesticides, traffic density, and the presence of hazardous waste sites.

The California Healthy Places Index (HPI) is another tool that measures community well-being across various factors, and provides insights into Maywood. The City scores poorly in the “Clean Environment” domain of the HPI, which reflects its high pollution burden. However, Maywood scores relatively well in other domains like “Social & Economic” and “Transportation & Housing,” highlighting the City’s strong sense of community and access to essential services.



Together, these indices paint a complex picture of Maywood. While the city faces significant environmental challenges, it also exhibits resilience and strength in other areas. Understanding these factors is crucial for developing effective strategies to improve the health and well-being of Maywood residents.

This interplay of environmental burdens and community resilience forms the backdrop against which Maywood confronts the escalating threats of climate change. The City's existing vulnerabilities, as highlighted by CalEnviroScreen and the HPI, amplify the potential impacts of rising temperatures, extreme weather events, and deteriorating air quality.

Currently, the City is faced with a variety of climate change-induced challenges, that are not only specific to Maywood, but also confront many other cities across Los Angeles County. These include growing concerns of excessive heat as the city experiences an increasing number of extreme heat days, which are further exacerbated by the urban heat island effect due to limited green space and trees, and a prevalence of heat-absorbing surfaces. This poses significant health risks to vulnerable populations, including children, the elderly, and those with pre-existing conditions.

Maywood's proximity to major freeways and industrial facilities exposes its residents to high levels of air pollution, that is worsened with warmer temperatures and stagnant air conditions; in many cases leading to an increase in respiratory illnesses and other health issues.

On the opposite spectrum of excessive heat is the increase in frequency and intensity of weather events such as heavy rain. These events can easily overwhelm the City's aging storm water infrastructure and residents living in areas susceptible to flooding, resulting in economic and health implications.

Maywood has taken a multifaceted approach to address the anticipated challenges of climate change. The City has invested in both technological and community-based solutions to reduce its carbon footprint and create a more sustainable environment. Key initiatives include adopting a Property Assessed Clean Energy financing program to encourage energy-efficient upgrades in homes and businesses, partnering with organizations to develop electric vehicle charging infrastructure, and obtaining grants to create safer and more accessible routes for cyclists and pedestrians. The City also

prioritizes affordable public transportation for seniors and individuals with disabilities, and actively participates in the Eco Rapid Transit project to further enhance sustainable transportation options.

Recognizing the importance of green spaces, Maywood has secured grant funding to plant and maintain hundreds of trees, enhancing air quality and mitigating the urban heat island effect. The City's commitment to community engagement is evident in its collaboration with local organizations and schools to educate residents about the importance of urban forestry and environmental stewardship.

The implementation of a strategic and community-informed CAARP can be transformative for Maywood. By prioritizing green infrastructure, sustainable development, and community engagement, this Plan can directly address the City's unique challenges. Investing in cleaner energy sources, improving air quality, and implementing flood mitigation strategies will not only safeguard the health and well-being of its residents, but also create economic opportunities and enhance the overall quality of life in Maywood. A well-implemented CAARP will ensure a more resilient, sustainable, and equitable future for the City and its residents.

The approach to the community outreach process will include:

- » **Methods to inform and educate** the community about the process to develop the CAARP and their role in the process
- » **Creative tools to engage residents and businesses** in conversations to elicit their ideas and priorities about strategies to improve health and quality of life
- » **Flexibility with the design and implementation of activities** to ensure the engagement is far reaching and accessible
- » **Participation and collaboration** that occur in the community's preferred language and in spaces and places that are frequented and trusted by the community

The engagement will be intentional, inclusive, and transparent in respecting lived experiences. MIG will leverage previous and current successful City efforts to demonstrate to the community a unified and thoughtful planning effort. The following Work Plan describes the proposed scope of services that supports our approach.

Work Plan

TASK 1: PROJECT MANAGEMENT AND COORDINATION

1.1 Kick-off Meeting

The MIG Managing Principal and a Project Associate will meet with the City Team (City staff and the CAARP Planning Team) in a two-hour meeting to initiate the project and discuss the desired outcomes, project goals, background materials, and previous community engagement efforts, including groups involved in Phase 1 activities. During this meeting, the group will also review and confirm communication protocols, work product review, approval process, and schedule. MIG will develop an agenda and associated handouts, facilitate the meeting, and create a summary with a list of action items. MIG will develop a draft schedule that includes targets and milestones for community engagement activities.

1.2 Project Management Meetings, Project Management, and Coordination

This task includes monthly 90-minute meetings with the City Team to discuss strategy, work products, community engagement activities, and schedule. The MIG Managing Principal will attend and facilitate 11 team meetings and will be supported by additional MIG staff when specific expertise is required. These meetings could be scheduled in coordination with the management meetings with the CAARP Planning Team. This also includes bi-weekly half-hour videoconference calls and other ongoing communication including email. MIG will schedule each Zoom meeting and create agendas, materials, and meeting summaries with action items. This task also assumes time for schedule management and invoicing, project management, coordination, and other related documentation to ensure meeting grant requirements.

Deliverables

- » In-person Project Kick-off Meeting (1)
- » Draft Community Engagement Schedule (PDF and Word)
- » Virtual Project Management Meetings (11) and Conference Calls (36)
- » Meeting Agendas and Notes (PDF)



TASK 2 EDUCATIONAL AND INFORMATIONAL MATERIALS

2.1 Educational and Informational Materials

To ensure community members are meaningfully engaged in the planning process, it is essential to have a shared understanding of the foundational elements required to inform future planning and decision-making. MIG will design an approach to a set of materials that create opportunities for community members to learn about the importance of the essential components that will be included in the CAARP.

Planning policy, concepts, terminology, and associated diagrams and maps can be challenging to digest for most community members. The educational and informational materials approach will make recommendations for translating highly technical and abstract information into an accessible format. This could include highly visual infographics using few words, larger graphics, strategic methods to ensure user accessibility, and a format that breaks components into modules.

People not typically engaged in the planning process, including low-income families, youth, seniors, renters, transit riders, small businesses, and monolingual, non-English speakers, can have barriers to participation and lived experiences and cultural expectations that have not been considered. The educational and informational materials will be designed to be easily accessible with content that is place-based, contextual, and relevant to the diversity of the community.

Based on the feedback provided from the Interviews/ Focus Groups (Task 3.1) and the City Team, MIG will develop a suite of materials that can be used across all of the community engagement activities. This could include a one-page fact sheet, palm cards series with information about the topics related to the CAARP (heat island effect, pollution, flooding, drought, carbon absorption, etc.), posters, and/or branded informational giveaways. The latter could include stickers or relevant and usable objects that reinforce the importance of the CAARP goals and objectives. All informational materials will be designed and produced in English and Spanish.

Deliverables

- » Draft and Final Materials Approach (PDF and Word)
- » Fact Sheet (1) (PDF)
- » Palm Cards (set of 5) (PDF)
- » Posters (2) (PDF)
- » Giveaway (1)

TASK 3: PUBLIC OUTREACH

3.1 Community Interviews/Focus Groups

One-on-one in-person interviews and focus groups will be held early in the process with community members to confirm and inform the community engagement approach and develop materials to ensure meaningful engagement. Seven 45-minute interviews will be held with representatives from community groups, advocates, business leaders, parent groups, youth groups, faith-based groups, educational organizations, SELA regional collaborators and partners, and others.

Participants will be determined in consultation with the City Team following the kick-off meeting, and it is envisioned that the partners and groups engaged in the Phase 1 process, will be included in the list of potential interviewees. MIG will develop a set of interview questions for review and approval by the City Team. The MIG Team will conduct interviews over a two-day period. A summary of key themes will be developed, and all feedback will be used to provide direction for the community engagement activities, survey methodology, and approach to developing the CAARP educational materials. MIG will schedule the interviews.



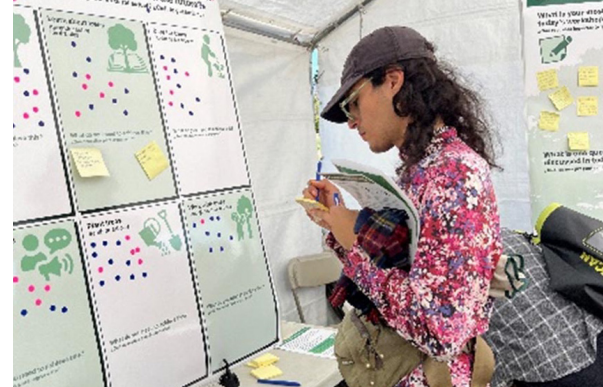
3.2 Community Engagement Activities

MIG proposes a series of community engagement activities to inform the Maywood community about the importance of topics associated with the CAARP, process to develop the CAARP, opportunities to provide input, and recommendations that will be included in the CAARP.

The MIG Team, in partnership with community leaders, partners, and organizations, will engage with the Maywood community in three rounds. The first will be to introduce the process to develop the CAARP and learn more about community members' concerns and level of understanding related to topics associated with those relevant to the CAARP. The second round of activities will focus on gathering feedback that will inform the policy and program recommendations that will be considered in the CAARP. The third and final phase will provide an overview of the contents of the CAARP and demonstrate to the Maywood community how their input was incorporated into the plan.

The activities will be tailored for each round and will respond to the Maywood community culture, existing activities, and timing of other City events taking place over the course of the community engagement. This approach provides great flexibility while ensuring we are reaching out to the entire community.

MIG will create a draft approach to the activities for the City Team to review. MIG will revise the approach based on one set of consolidated comments and provide the final approach. In addition to the educational and informational materials, MIG will create an agenda for those activities that require one and interactive input tools. MIG will produce a summary of each activity that describes the activity, input collected, metrics, and participant demographics.



MIG proposes our bilingual team staff these activities and events. This includes fluent Spanish-speaking professionals who are well versed in planning and experienced with culturally appropriate and relevant facilitation and dialogue with community members. MIG will partner with local organizations and community leaders to build capacity to implement the community engagement activities. The following are the proposed menu of activities.

Neighborhood Visits. Conduct one-on-one connections with community members in their trusted places and spaces. The MIG Team will use the educational and informational materials, and input tools to share information about the planning process and gather the appropriate level of input over the three rounds of engagement. This assumes completing one or a combination of the activities described below over a two-day period.

- » Neighborhood and business canvassing
- » Door-to-door conversations
- » Living room coffee and chats
- » Bus stop walks
- » Pedestrian hub visits (commercial areas, etc.)

Tabling and Community Events. MIG and community partners will leverage opportunities to meet with community members where they are engaged in daily activities or services. The outreach teams will table at recognized and trusted spaces in the community and community events. The educational and informational materials, and input materials will be used to engage with community members during the three rounds of community engagement. Potential location and venues include supermarkets and other retail, library, and community events (Connecting Our Community, Neighborhood Watch, Southeast Rio Vista YMCA, food bank, etc.).

Workshops. The MIG Team will design workshops that will be adapted to take place in partnership with organizations that are hosting activities for Maywood community members. This will leverage opportunities to meet with residents in trusted places where they already gather. MIG will reach out to groups who have standing meetings and convenings and schedule a time to join these groups and share information and gather feedback for the CAARP. Presentations will be adapted to reflect the groups' style of facilitation and format. This could be informal and conversational for smaller resident groups to more structured for groups such as the Neighborhood Watch. Potential venues and groups could include.

- » Community-based organizations
- » Neighborhood Watch
- » Parent groups
- » Student / Youth groups
- » Business organizations
- » Residents Groups
- » Environmental Justice Organizations
- » Advocacy Groups

This option also includes planning one workshop that would be primarily hosted by the City Team. The MIG Team will partner with community groups and organizations to publicize and promote the workshops.

3.3 Community Survey

MIG will develop a survey to gather feedback from the community about their priorities and needs about topics related the CAARP. The online questionnaire will be tablet, computer, and smartphone friendly. MIG will develop a survey methodology informed by a collaborative discussion with the City Team and feedback gathered from the Interviews/Focus Groups (Task 3.1) and initial tabling events.

MIG will provide a final methodology based on one set of consolidated comments and edits from the City Team. MIG will use the final methodology to design the English-language version of the digital survey. Once approved by the City Team, MIG will design the Spanish-language version of the survey. MIG will host the survey for four weeks and create a link and QR code for the City to use for web posting and distribution over social media accounts. MIG will also design a flyer (Task 3.5) to promote the survey. MIG will design a paper version of the survey in English and Spanish. This will be made available at public facilities and shared with community organizations and partners to expand the reach. MIG will have paper copies of the survey at the Community Engagement Activities (Task 3.2). At its completion, MIG will summarize key findings and incorporate these into the Community Input Summary (Task 3.2) and the CAARP.

3.4 Community Input Summary

All community engagement activities will be summarized and documented in the community input summary. MIG will include a meta summary of key and emerging themes across all activities and findings from the survey. Supporting information and specific input from the activities will be organized in an appendix. The community input summary will also contain photos from the community engagement events and narrative describing the methods used to promote the community engagement efforts. As themes and findings emerge from the first two rounds of community engagement, MIG will share and review the individual summaries from the activities with the City Team to discuss how these will be integrated into the policy recommendations included in the CAARP. The final Community Input Summary could be integrated into the appendices and supporting documents of the CAARP.

3.5 Outreach and Communication

The outreach efforts will include extending the widest reach to Maywood community members to ensure meaningful engagement in the process. Outreach materials and communication will be designed to reach residents including families, youth, seniors, business owners, neighborhood leaders, environmental justice groups, advocacy groups, and community-based organizations.



The community engagement effort will include a variety of methods to ensure we reach these groups. MIG will design and share promotional materials with community groups and leaders to get the word out about the importance of the CAARP and the opportunities for the community to provide input into the Plan. The MIG Team will use existing City communication tools to inform the public about the community workshops and opportunities for public involvement, including the survey. This will include posting on the City's website and social media platforms and placing hard copies of workshop flyers and survey announcements at public facilities and partner facilities including the City Hall, library, YMCA, local businesses, and others. The MIG Team will use information gathered from the Interviews/ Focus Groups (Task 3.1) to develop a distribution list of community leaders and groups to inform them of upcoming workshops and opportunities to participate.

Informational and communications materials will be designed for print and adapted to digital formats for disseminating across the outlets described above. Materials include the following:

- » **Flyers;** Dates, times, location, and purpose of upcoming workshops
- » **Social Media Posts;** Short messages announcing workshop, and survey for posting on City social media platforms
- » **Maywood Website;** Short messages announcing upcoming workshops and CAARP milestones

All materials will be developed in English and Spanish.

Deliverables

- » Interview / Focus Group List (PDF and Word)
- » Draft and Final Interview Questions (PDF and Word)
- » Interviews / Focus Groups (7)
- » Interview / Focus Group Summary of Findings (PDF and Word)
- » Neighborhood Visits (8)
- » Tabling and Community Events (5)
- » Workshops (2)
- » Summaries of Activity and Themes (4) (PDF and Word)
- » Draft and Final Community Input Summary (PDF and Word)
- » Draft and Final Survey Methodology (PDF and Word)
- » Online Survey (English and Spanish)
- » Paper Survey (English and Spanish) (PDF)
- » Project Collateral Materials (Flyers, Social Media Posts, Website content) (PDF)

TASK 4: ADVISORY COMMITTEE

4.1 Advisory Committee Facilitation

MIG specializes in meeting management and facilitation techniques that help participants think conceptually and work collaboratively toward a common purpose. MIG will serve as the moderator and neutral third-party facilitator to help achieve meeting goals for the CAARP Advisory Committee. MIG will facilitate six Advisory Committee meetings to ensure meaningful involvement of the members in the development of the CAARP. The MIG approach will achieve the following objectives:

- » Ensure participants are familiar with each other, including individual expertise and expectations;
- » Make sure that the agenda and purpose for the facilitated session are clear;
- » Establish ground rules and process to reach consensus;
- » Review materials needed as background to inform the discussion;
- » Encourage group participation; and
- » Reach closure to the satisfaction of the group.

The public develops a natural and understandable level of anxiety about things that are uncertain and unknown, especially complex and technical planning projects. Easily understood and accurate information will be necessary to present and translate the project, making it easy for the nontechnical Advisory Committee members to understand the benefits and implications associated with proposed policy, and program recommendations. All information materials will be designed to educate participants regarding parameters, investment requirements, environmental benefits, and implementation processes related to the CAARP.

MIG will use graphic recording techniques to help the group stay focused, engaged, and moving forward—significantly reducing the problems common to groups that do not have facilitation, such as dominance of personalities, “backtracking,” and unresolved differences. Committee comments and questions will be recorded in text and illustrations on a large wall-sized paper (wallgraphics) that will help to establish the group’s memory of both the flow and the content of discussions.

In our experience, this method of meeting facilitation encourages interaction and cooperative participation, and leads to group consensus because the participants are able to visualize their ideas and build upon each other’s comments. The wallgraphics are used to aid decision-making during meetings, and produce written reports of group discussions.

For each meeting, MIG will develop an agenda and create informational and presentation materials. Following each meeting, MIG will draft a summary that includes the key points from the discussion, committee decisions and agreements, follow up and requests for additional data to inform the Committee, and a copy of the wallgraphic notes.

Prior to the first Advisory Committee meeting, MIG will develop a proposed schedule of meetings and associated agenda topics. This will be created in consultation with the City Team. The schedule will include resources and data that will be required to ensure a productive and successfully facilitated discussion. This could include data from the CAARP Planning Team and technical experts to present and address questions. MIG will create an Advisory Committee Organizing Framework that articulates the Committee composition, purpose, charge, objectives, and process for integrating their feedback into the CAARP.

The City will identify and coordinate logistics for the venue where all Advisory Committee meetings will be hosted.

Deliverables

- » Meeting Agendas and Informational Materials (PDF); Presentation Materials (PowerPoint)
- » Advisory Committee Meetings (6)
- » Meeting Summaries and Wallgraphic Notes (PDF)

OPTIONAL TASK

5.0 Dual Mode, Randomized Sample Survey

FM3 recommends conducting a 15-minute dual-mode (telephone and online) survey to gather community input on various aspects of the CAARP. This survey will be conducted among a randomized sample of adult residents within Maywood to ensure that the survey results are generalizable to the overall population. Given the modest size of the City’s adult population, FM3 will do its best to obtain up to 300 interviews. If FM3 receives fewer than 300 completes, costs will be prorated to reflect the actual number of interviews completed; any interviews beyond 300 will come at no additional cost to the City. The margin of error (at the 95% confidence level) for a sample size of 300 is $\pm 5.7\%$.

All interviews will be offered in both English and Spanish. FM3 recommends utilizing three different contact methods (telephone calls, emails, and text messages) to provide an array of ways for potential respondents to participate in the survey. Providing multiple forms of contact will help engage historically disadvantaged communities that may not have adequate broadband access and/or access to computers or smart phones. Additionally, different demographic groups often have varying communication preferences—some may be more likely to answer a phone call than open an email or text message, and vice versa.

Deliverables

- » 15-minute, dual-mode survey of 300 residents, including questionnaire design; sample acquisition and preparation; Spanish translation; programming; email and text invitations; survey hosting; bilingual interviewing; data entry and analysis; and reporting

Proposed Materials and Services

Availability

Availability of the proposed MIG staff is provided in the table below. Our team members are committed for the duration of the project, and their current workload will not impact their availability to successfully complete this assignment. As discussed in the Experience and Qualifications section, MIG has the available professional, material, and personnel resources required for this project.

TEAM MEMBER	PERCENTAGE OF AVAILABILITY
Managing Principal	15%
Project Associate	40%
Data Analyst	20%
Strategic Communications/ Graphic Designer	20%
Survey/Research Specialist	20%

Substitutions

MIG is experienced and equipped to provide the requested items listed in the Request for Proposals. Our proposal includes an approach that can be adapted and tailored to the budget that the City has allocated to develop the CAARP. We understand the City Team will have to carefully balance needs to deliver a complete CAARP and a meaningful community engagement program. To support Maywood with this, MIG has proposed a robust community engagement effort with outreach and engagement activities that can be adapted and scaled to the City’s allocated budget. Further, MIG proposes a community survey in our base Work Plan and an optional one that would be conducted by our survey research partner (FM3) using a randomized sample of adult Maywood residents.

Appendix – Resumes



Esmeralda García

MANAGING PRINCIPAL | MIG

Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Through her early volunteer work, she was exposed to community organizing and governance, which sparked her passion for collaborative engagement and inclusive decision-making. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures—many of whom are under-served and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, she is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents. Whether it's a freeway corridor impacting tens of thousands of residents and businesses or a neighborhood park serving a hundred families, she is dedicated to forging understanding and cooperation to find implementable solutions that improve the lives of everyone. Esmeralda is also a Co-Director of our Equity Studio.

EDUCATION

- » BA, Art History, California State University, Los Angeles

CERTIFICATIONS

- » Equitable Community Change, Cornell University

PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)

AWARDS

- » Large Jurisdiction Implementation Award: Los Angeles Vision Zero Action Plan, California Chapter, APA, 2018
- » Promotion of Good Environmental Stewardship Award: Commerce Green Zones Action Plan, South Coast Air Quality Management District, 2016

SELECTED PROJECT EXPERIENCE

- » LA County and LA City Urban Forest Management Plans Engagement, Los Angeles County, CA
- » Lower Los Angeles River Restoration and Revitalization Projects Community Engagement, Los Angeles County, CA
- » Los Angeles County Department of Parks and Recreation Parks Needs Assessment Plus (PNA+), Los Angeles County, CA
- » Gateway Cities Sustainable Communities Strategy, Los Angeles, CA
- » Los Angeles Great Streets Corridors Urban Design and Outreach Service, Los Angeles, CA
- » Los Angeles Housing Element, Los Angeles, CA
- » Metro I-710 Major Corridor Study and Corridor Project EIR/EIS, Los Angeles County, CA
- » Broadway/Manchester Equity Project, Los Angeles, CA
- » Long Beach Economic Partnership Strategic Plan, Long Beach, CA
- » Pasadena General Plan Implementation—Specific Plans Update Community Engagement Program, Pasadena, CA
- » OurLA2040 General Plan Communications Strategy, Los Angeles, CA
- » Commerce Green Zones Working Group and Action Plan, Commerce, CA
- » Commerce General Plan, Zoning Ordinance, and EIR, Commerce, CA
- » Engage MoVal Outreach Toolkit, Moreno Valley, CA



Alfonso Ramirez

PROJECT ASSOCIATE | MIG

Alfonso Ramirez supports public engagement work, contributing his Spanish language skills and adept abilities in online engagement platforms. He is passionate about work that helps advance equity in disadvantaged communities. Alfonso believes in creating spaces that are sustainable, where communities can interact with their environment in ways that promote social welfare and economic viability. He enjoys community engagement and ensuring that diverse groups of planners, community members, and stakeholders be involved in every step of the planning process. He is knowledgeable in ArcMap and GIS and uses these tools to present data to the public in a graphic, easy-to-understand manner. This empowers community members and encourages them to become actively involved in their communities and local politics.

EDUCATION

- » BA, Urban Studies, University of California, Irvine
- » BA, Social Ecology, University of California, Irvine

SELECTED PROJECT EXPERIENCE

- » Lower Los Angeles River Restoration and Revitalization Projects Community Engagement, Los Angeles County, CA
- » Los Angeles County Department of Parks and Recreation Parks Needs Assessment Plus (PNA+), Los Angeles County, CA
- » Compton 2040 General Plan, Compton, CA
- » Pasadena Housing Element Community Engagement, Pasadena, CA
- » San Gabriel Valley Greenway Network Strategic Implementation Plan, San Gabriel Valley, CA
- » Contra Costa County ABAG – Affirmatively Furthering Fair Housing Collaborative Technical Report, Contra Costa County, CA
- » Santa Fe Springs Environmental Justice Workshop, Santa Fe Springs, CA
- » Paramount Housing and Environmental Justice Elements, Paramount, CA
- » Redwood City Environmental Justice Element, Redwood City, CA
- » Garden Grove Housing Element, Garden Grove, CA
- » Monrovia Environmental Justice Element, Monrovia, CA
- » Whittier Housing Element, Whittier, CA
- » Santa Ana Parks, Facilities, Trails, and Open Space Master Plan, Santa Ana, CA



Sara Perez Rojas

PROJECT ASSOCIATE | MIG

Sara Perez Rojas is a project associate dedicated to amplifying community members' voices. She has supported numerous community engagement programs for multi-disciplinary projects across Southern California. Sara has successfully designed and implemented survey instruments to elicit community input over digital platforms and in paper format. She has created and managed complex databases of community-based organizations to optimize partnerships with communities. With her experience and knowledge of GIS, Sara has effectively aided the visualization of data that she has adapted and applied to the production of community engagement materials and documents using Adobe InDesign. Sara utilizes her fluency in Spanish to connect and communicate with Spanish-speaking communities. Her passions and interests lie in equity, housing, transportation, social justice, and urban forestry. She aims to ensure public outreach materials that are easy to comprehend and access.

EDUCATION

- » BA, Geography/Environmental Studies, University of California, Los Angeles
- » Minor in Urban and Regional Studies and GIS and Technology, University of California, Los Angeles
- » Minor in Geographic Information Systems and Technology, University of California, Los Angeles

SELECTED PROJECT EXPERIENCE

- » LA County and LA City Urban Forest Management Plans Engagement, Los Angeles County, CA
- » Pasadena Safe Speed Campaign, Pasadena, CA
- » Covina Active Streets, Covina, CA
- » Broadway-Manchester Active Transportation (ATP) Equity Project, Los Angeles, CA
- » Pasadena Housing Element Community Engagement, Pasadena, CA
- » San Gabriel Valley Greenway Network Strategic Implementation Plan, San Gabriel Valley, CA
- » Los Angeles County Department of Parks and Recreation Parks Needs Assessment Plus (PNA+), Los Angeles County, CA
- » Compton 2040 General Plan, Compton, CA
- » Echo Park Facility Assessment Community Surveys and Facilitation, Echo Park, CA
- » State Street Master Plan, Santa Barbara, CA
- » Santa Barbara County Housing Element Update, Santa Barbara/Santa Maria, CA
- » College of the Canyons Educational Facilities Master Plan, Santa Clarita, CA



José Guadalupe Gutiérrez

PROJECT ASSOCIATE | MIG

José Gutiérrez brings over a decade of experience in planning and designing parks and green spaces. His focus on improving public spaces for underrepresented communities has led to the successful stewardship of greenspace projects across Los Angeles County. José's ability to facilitate communication with local communities for feedback is a testament to his commitment to inclusive design. His dedication to park equity is a cornerstone of his professional journey, and he has been instrumental in creating and implementing authentic, culturally competent community engagement plans. José's work ensures that working communities of color have access to quality parks and open spaces, reflecting his unwavering commitment to social responsibility and community empowerment. As a landscape designer, he works on parks and recreation planning, urban forestry, ecological restoration, and green schoolyards. His work focuses on research, community engagement, concept design, and construction document development. Before his tenure at MIG, José played a pivotal role at the Los Angeles Neighborhood Land Trust. His responsibilities included managing community gardens, organizing residents to design new parks, and leading efforts to pass funding legislation at various levels of government. His work was instrumental in addressing park inequities in low-income communities of color, and he continues to strive for cross-racial and cross-cultural solidarity among community residents to combat social and environmental injustice.

EDUCATION

- » MLA, California State Polytechnic University, Pomona
- » BA, History, Whittier College

PROFESSIONAL AFFILIATIONS

- » Los Angeles Neighborhood Land Trust
- » LA Community Garden Council, ex-board member

AWARDS

- » LAF Honor Scholarship for Inclusive Community Design: 2nd Place, 2020
- » ASLA Student Merit Award, 2020–2021
- » Switzer Environmental Fellowship, 2019

SELECTED PROJECT EXPERIENCE

- » LA County and LA City Urban Forest Management Plans Engagement, Los Angeles County, CA
- » Los Angeles County Department of Parks and Recreation Parks Needs Assessment Plus (PNA+), Los Angeles County, CA
- » State Street Master Plan, Santa Barbara, CA
- » Downey Strategic Plan, Downey, CA
- » Earvin "Magic" Johnson Park, Willowbrook, CA
- » Fairview Park Master Plan, Costa Mesa, CA
- » Bakersfield Recreation and Parks Master Plan, Bakersfield, CA
- » Lakewood Parks, Recreation, and Community Services Master Plan, Lakewood, CA
- » ELOP School Greening Programs, Los Angeles, CA
- » 49th Street Elementary School, Los Angeles, CA
- » Irving STEAM Magnet Middle School, Los Angeles, CA
- » Bicentennial Park, Hawthorne, CA*
- » Ricardo Lara Linear Park, Lynwood, CA*
- » Zela Davis Park, Hawthorne, CA*

* Project completed prior to joining MIG



Stephanie Lane Pavón

DATA ANALYST | MIG

Stephanie Lane Pavón is a creative, collaborative, and detail-oriented planner, analyst, and advocate, dedicated to participatory planning work that builds more equitable and resilient communities. She specializes in synthesizing and visualizing data into the themes and narratives that help to frame MIG's facilitation of community college, park equity, transit, and other public organizations' strategic and master plans. Stephanie has more than 15 years of experience doing field-based research and outreach, as well as project coordination, policy advocacy, strategic planning, and leadership development. She uses her organizing, research, and advocacy experience to build local leadership capacity, engage community members in policy decisions, focus projects and outcomes on equity and justice, and expand access to living wage work opportunities.

In past work, Stephanie led a research project looking at the economic impacts and racial equity outcomes of investment in marginalized communities, including access to supermarkets, naturally occurring affordable housing, and supporting small businesses to build community wealth. She also managed a national campaign to engage fast food workers and consumers about health and safety at restaurants, leading to safety improvements at stores in 20 cities across the country.

EDUCATION

- » MA, Urban and Regional Planning, University of California, Los Angeles
- » BA, Anthropology, cum laude, University of Chicago

CERTIFICATIONS

- » Certificate in Sustainability: Greening the Urban Economy, Lund University

SELECTED PROJECT EXPERIENCE

- » LA County and LA City Urban Forest Management Plans Engagement, Los Angeles County, CA
- » Lower Los Angeles River Community Restoration and Revitalization Project, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, Los Angeles County, CA
- » Regional and Rural Edition of the Parks Needs Assessment (PNA+) and Implementation Plan, Los Angeles County, CA
- » City Council District 7, Community Visioning Workshops, Los Angeles, CA
- » San Gabriel Valley Greenway Implementation Plan, Los Angeles County, CA
- » Hollywood Burbank Airport Replacement Terminal Design Charrettes Facilitation, Burbank, CA
- » County Flood Management Plan Update, Los Angeles County, CA
- » City of Downey Strategic Plan, Downey, CA
- » Downey 2021–2029 Housing Element Update, Downey, CA
- » Omnitrans Strategic Planning Consulting Services, San Bernardino, CA
- » California Transit Association Strategic Plan, Sacramento, CA



Danyel Cisneros

STRATEGIC COMMUNICATIONS/ GRAPHIC DESIGNER | MIG

Danyel Cisneros is part of MIG's Creative Team, where he develops brand identities, creative templates, original illustrations, and logos. He has been active in conceptualizing, planning, and executing creative campaigns in collaboration with many colleagues throughout MIG. Prior to joining MIG, Danyel was a graphic designer and marketing specialist for the San Diego International Airport. He created collateral material for internal and external purposes, helped rebrand the airport, and designed advertising and other necessary deliverables for various marketing campaigns.

EDUCATION

- » BA, Fine Arts, San Diego State University

SELECTED PROJECT EXPERIENCE

- » Bilingual Climate Action and Adaptation Plan Outreach Assistance, Half Moon Bay, CA
- » City of San Diego Spaces as Places/Climate Resiliency Comprehensive Design Manuals, San Diego, CA
- » Vernon Rebranding and Strategic Communications Services, Vernon, CA
- » City of Pasadena, Marketing "Organics Recycling Program," Pasadena, CA
- » City of Pasadena General Plan Implementation Outreach and Communications, Pasadena, CA
- » Burbank Airport Replacement Terminal Charrettes, Burbank, CA
- » Complete Communities, City of San Diego Planning Department, San Diego, CA
- » H2OC Stormwater, Public Education, Media, Brand Development, and Outreach, Orange County, CA
- » First 5 San Diego Commission, Branding and Marketing, San Diego, CA
- » Community Resource Center, Branding and Marketing, San Diego, CA
- » Project Clean Water, Branding and Marketing, San Diego County Stormwater, San Diego, CA
- » San Diego Quality Preschool Initiative, Branding and Marketing, San Diego County Office of Education, San Diego, CA
- » First 5 San Diego Outreach 2019–2020, San Diego, CA
- » First 5 San Diego Outreach 2020–2021, San Diego, CA
- » San Diego County Aging and Independence, San Diego County, CA
- » La Mesa Strategic Marketing and Community Engagement Services, La Mesa, CA
- » OCTA State Route 55 North Project Strategic Communications, Orange County, CA



Richard Bernard, PhD

SURVEY RESEARCH SPECIALIST/PARTNER | FM3 RESEARCH

Dr. Richard Bernard is one of California's foremost public opinion researchers on issues related to public agencies, their services, and the funding they need to provide those services. Richard provides strategic advice for a diverse set of clients including cities, counties, special districts, K-12 and community college districts, nonprofits, businesses, and labor unions. He has been the lead researcher on projects examining resident satisfaction with local government services, as well as branding and marketing public agencies, nonprofit organizations, and development projects. Richard's municipal clients for such topics as strategic planning, budget priorities, resident satisfaction, finance measure feasibility, and more have included the cities of Agoura Hills, Alhambra, Bellflower, Burbank, Calabasas, Camarillo, Cathedral City, Coronado, Costa Mesa, Diamond Bar, Duarte, Elk Grove, Fresno, Folsom, Goleta, Grover Beach, Hawaiian Gardens, Hemet, Hermosa Beach, Huntington Beach, La Cañada Flintridge, La Mesa, Lakewood, Livermore, Lomita, Long Beach, Los Angeles, Montebello, Montclair, Monterey Park, Moreno Valley, Morro Bay, Norwalk, Ontario, Palo Alto, Palmdale, Palm Springs, Palo Alto, Paramount, Pasadena, Pomona, Rancho Palos Verdes, Rancho Santa Margarita, Riverside, San Clemente, San Diego, San Gabriel, San Juan Capistrano, San Luis Obispo, Santa Monica, Santa Paula, South El Monte, Torrance, Taft, Tehachapi, Ventura, Vista, Walnut, West Hollywood, Wildomar, and Whittier, among many others.

His research findings have helped craft messages, identify messengers, and provide actionable recommendations to aid clients in shifting populations' awareness and behavior towards being better environmental stewards of their area. These substantive issues have included organic waste recycling (City of San Diego); home energy efficiency (Los Angeles County); interest in purchasing/leasing electric vehicles and expanding electric vehicle charging infrastructure (C40 Cities); ocean acidification (Ocean Conservancy); water conservation (Irvine Ranch Water District, among others); support for the protection of open space and natural areas (Trust for Public Land); and public support for funding to address and reverse the impacts of climate change (Resources Law Group, among others). Richard is also currently working with UCLA on a quantitative and qualitative research project that examines what messages and incentives would encourage renters in underrepresented communities (determined by Census tracts that score low on a statewide index based on environmental, health, and socioeconomic information) to lobby for and participate in efforts to change their gas-powered appliances to electric appliances to reduce their respective carbon emissions.

Notably, Richard's research has contributed to the passage of the largest-ever local transportation sales tax measure (Los Angeles County Measure M), the largest-ever local park and open space property tax measure (Los Angeles County Measure A), and the largest-ever local stormwater infrastructure funding measure (Los Angeles County Measure W) in U.S. history. These three initiatives illustrate his successful efforts to integrate important environmental and health messaging related to improving the quality of our air, land, and water. Additionally, these successful projects show his experience in examining how to use awareness (or lack thereof) about an issue, messages, and messengers to persuade individuals to take steps to maintain, upgrade, or achieve an outcome that would benefit both themselves and their community.

EDUCATION

- » PhD, Sociology, UCLA
- » MA, McGill University
- » Honors BA, York University

PROFESSIONAL AFFILIATIONS

- » Former Transportation Commissioner, City of West Hollywood



CITY OF MAYWOOD

Climate Action, Adaptation, and Resilience Plan

Phase 2 (Community Outreach)

Cost Proposal | June 11, 2024



537 S. Raymond Avenue | Pasadena, CA 91105
(626) 744-9872 | www.migcom.com

In association with:
FM3

Detailed Cost Proposal

The MIG Team’s Estimated Project Cost for the CAARP Phase 2 Community Outreach is provided below. MIG is amenable to adjusting the scope of work and budget, if requested by the City. Should we be selected, it is our intention to review each assignment’s objectives carefully with City staff and tailor our scope and cost to best meet Maywood’s needs and resources.

ESTIMATED PROJECT COST		MIG, Inc.																Direct Costs	Professional Fees Totals		
		E. García Managing Principal		Digital Engagement		S. Pavón Analyst		D. Cisneros Graphic Designer		J. Gutierrez Project Associate		A. Ramirez Project Associate		S. Perez Rojas Project Associate		MIG Project Assistant				MIG Totals	
		Hrs@	\$235	Hrs@	\$175	Hrs@	\$150	Hrs@	\$135	Hrs@	\$125	Hrs@	\$115	Hrs@	\$110	Hrs@	\$100				
Task 1: Project Management and Coordination																					
1.1	Kickoff Meeting	10	\$2,350	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,380	0	\$0		\$0	22	\$3,730		\$3,730
1.2	Project Management Meetings, Project Management and Coordination	80	\$18,800	2	\$350	2	\$300	0	\$0	0	\$0	20	\$2,300	4	\$440	12	\$1,200	120	\$23,390		\$23,390
Subtotal		90	\$21,150	2	\$350	2	\$300	0	\$0	0	\$0	32	\$3,680	4	\$440	12	\$1,200	142	\$27,120	\$0	\$27,120
Task 2: Educational and Informational Materials																					
2.1	Educational and Informational Materials	16	\$3,760	0	\$0	0	\$0	20	\$2,700	0	\$0	80	\$9,200	40	\$4,400	4	\$400	160	\$20,460	\$2,500	\$22,960
Subtotal		16	\$3,760	0	\$0	0	\$0	20	\$2,700	0	\$0	80	\$9,200	40	\$4,400	4	\$400	160	\$20,460	\$2,500	\$22,960
Task 3: Public Outreach																					
3.1	Community Interviews/Focus Groups (7)	8	\$1,880	0	\$0	0	\$0	0	\$0	8	\$1,000	16	\$1,840	4	\$440	0	\$0	36	\$5,160		\$5,160
3.2	Community Engagement Activities	16	\$3,760	0	\$0	0	\$0	0	\$0	40	\$5,000	148	\$17,020	102	\$11,220	16	\$1,600	322	\$38,600	\$1,200	\$39,800
3.3	Community Survey	8	\$1,880	4	\$700	4	\$600	0	\$0	0	\$0	40	\$4,600	40	\$4,400	4	\$400	100	\$12,580	\$500	\$13,080
3.4	Community Input Summary	4	\$940	0	\$0	0	\$0	0	\$0	0	\$0	20	\$2,300	0	\$0	0	\$0	24	\$3,240	\$0	\$3,240
3.5	Outreach and Communication	4	\$940	0	\$0	0	\$0	12	\$1,620	0	\$0	20	\$2,300	0	\$0	4	\$400	40	\$5,260	\$1,200	\$6,460
Subtotal		40	\$9,400	4	\$700	4	\$600	12	\$1,620	48	\$6,000	244	\$28,060	146	\$16,060	24	\$2,400	522	\$64,840	\$2,900	\$67,740
Task 4: Advisory Committee																					
4.1	Advisory Committee Facilitation (6)	72	\$16,920	0	\$0	0	\$0	0	\$0	0	\$0	80	\$9,200	0	\$0	12	\$1,200	164	\$27,320	\$500	\$27,820
Subtotal		72	\$16,920	0	\$0	0	\$0	0	\$0	0	\$0	80	\$9,200	0	\$0	12	\$1,200	164	\$27,320	\$500	\$27,820
SUBTOTAL		218	\$51,230	6	\$1,050	6	\$900	32	\$4,320	48	\$6,000	436	\$50,140	190	\$20,900	52	\$5,200	988	\$139,740	\$5,900	\$145,640
5%	Markup (Direct Costs/Administrative)																			\$295	
TOTAL PROJECT COSTS																				\$145,935	

Optional Tasks		
5.0	Dual mode, randomized sample survey (FM3)	\$34,100
	Optional Tasks Subtotal	\$34,100

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Richard Montgomery
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Clovis Veterans Memorial District

Jonathan Royas
Deputy City Manager
City of Santa Paula
MMASC Representative

Nat Rojanasathira
Assistant City Manager, Monterey

Hilary Straus
General Manager
Citrus Heights Water District

June 11, 2024

City of Maywood
Attention: Miguel Leon
4319 Slauson Avenue
Maywood, CA 90270

Re: Maywood Engaged: City of Maywood Climate Action, Adaptation, and Resilience Plan Phase 2 RFP Response

Dear Miguel Leon,

The Institute for Local Government (ILG) is pleased to submit the following proposal to serve as the community engagement lead for phase two of Maywood's Climate Action, Adaptation, and Resilience Plan. ILG meets all the general requirements outlined in the RFP and is excited about the prospect of collaborating with the City of Maywood to deliver a comprehensive plan that embodies the principles of equity, collaboration, and authentic community engagement.

ILG has been a long-standing partner of the City of Maywood and the Gateway Cities Region for almost a decade. We helped develop the original Regional Climate Action Planning Framework, led engagement efforts for the City of Paramount's Climate Action and Resilience Plan, and spearheaded Phase 1 of the Climate Action, Adaptation and Resilience Plan (CAARP) for the City of Maywood.

It would be an honor for us to lead phase two of the engagement for Maywood's CAARP, and that could provide a seamless continuation of the City's efforts. We welcome the opportunity to leverage our experience working with the city to build meaningful relationships with the community to ensure the active involvement of Maywood's diverse residents.

During Phase 1, we prioritized community education, working with the city's stellar staff to develop educational materials and an accessible survey to engage the community. The ILG team participated in community events and utilized a variety of communication channels to increase engagement, such as working with local schools and CBOs to help distribute the survey through their networks.

Through our collaborative efforts, we have identified promising practices and successful community engagement strategies unique to Maywood that we are excited to implement if we are awarded Phase 2 of this project.

We look forward to continuing our work with the City of Maywood and appreciate your consideration of our proposal. Should you have any questions, please reach out to Roberto Carlos Torres, at rtorres@ca-ilg.org or at (619) 535-9352.

Sincerely

Erica L. Manuel

CEO & Executive Director, Institute for Local Government

**City of Maywood
Climate Action, Adaptation, and Resilience Plan Phase 2
(Community Outreach) RFP Response**

**Project Title:
Maywood Engaged**

Submitted by:
Institute for Local Government
c/o: Roberto Carlos Torres
1400 K Street, Suite 205
Sacramento, CA 95814



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Section 1: General Application Information

Project Title: Maywood Engaged

Project Proposer: Institute for Local Government

Project Contact: Roberto Carlos Torres
Senior Program Manager
rtorres@ca-ilg.org
(619) 535 - 9352

Project Summary: ILG has put together an experienced team to continue the work of developing and adopting the City of Maywood Climate Action, Adaptation, and Resilience Plan (CAARP). We recognize the importance of empowering the Maywood community and have assembled a team with Spanish language capability, experience working in Maywood, and expertise in training and implementing authentic public engagement. The project team's mission will be to empower help the City of Maywood empower residents by having a greater say in the development of the CAARP.

ILG proposes a series of outreach activities to engage Maywood residents and gain a better understanding about the community's goals and priority actions related to climate action, adaptation and resilience. ILG's efforts will build on the community survey we developed and distributed during Phase 1. ILG will also assist the city in convening an advisory committee, participate in focus groups or workshops, and develop additional content needed to further prioritize resident voices in the development of the CAARP. ILG will work with the city to ensure that the feedback received from the community is properly incorporated into the plan and will provide any needed support to finalize the plan and move along the city's adoption process.

Section 2: Experience & Qualifications

Background and Experience:

For more than 65 years, ILG has been the go-to nonprofit resource for local governments on issues related to leadership, governance, public engagement, climate action and more. Cities that want to increase their understanding of authentic, and inclusive public engagement and increase their skills in developing meaningful community partnerships, rely on ILG for training, technical assistance, strategic counsel and neutral facilitation. ILG has significant experience working with under-resourced communities and local governments, and facilitating strong community partnerships that elevate community priorities, foster strong partnerships, and support state climate and equity goals. Our team has unique knowledge of complex and cross-sectoral issues affecting local government, with a track record of successfully coordinating efforts around planning, community engagement, and climate resilience strategies.

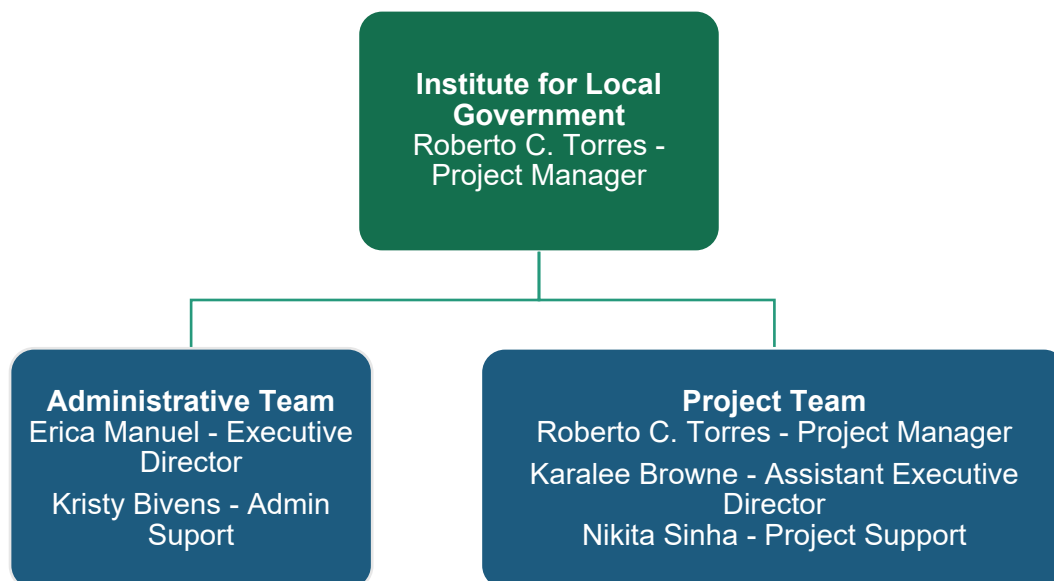
ILG has trained thousands of local government staff on authentic public engagement and facilitated numerous community meetings and customized capacity-building workshops. We've also provided technical assistance to dozens of local agencies. We specialize in facilitating meaningful community partnerships and making sure the right people are at the table to develop policies, plans and projects in pursuit of more equitable communities.

ILG has worked with many local governments on climate adaptation, resilience, mitigation, and environmental justice. For example, we facilitated four separate AB 617 steering committees as part of the AB 617 Community Air Protection Program in the San Joaquin Valley and oversaw community engagement for the City of San Diego's Climate Action Plan Update and the City of Maywood's Climate Action Adaptation and Resilience Plan (Phase 1). We also managed stakeholder engagement with the nonprofit community to increase engagement in disadvantaged communities to help inform the City of San Diego's Climate Action Plan update.. In the City of La Puente, ILG currently leads the effort to develop the city's first Environmental Justice Element of their General Plan.

Project/Team Management Plan:

The Project Team has experience working in Maywood and facilitating strong community partnerships that elevates community priorities, empowers community voices, fosters strong partnerships, and supports state and local climate and equity goals. This team has worked on many efforts and is comprised of some of the leading thought leaders on planning, community engagement, and climate resilience strategies. We are excited to propose this effort to help the Maywood community and city draft and adopt its first ever CAARP.

The management structure of the team is referenced in the below organizational chart.



Roberto Carlos Torres will serve as the Project Manager for this project. He will be responsible for coordination between the city, the Project Team, and stakeholders. As the Project Manager, Roberto will be deeply involved in all aspects of the project, including crafting the city's messaging, authentically gathering the communities input, and managing any and all other aspects necessary to draft the final plan.

Nikita Sinha will support Roberto with the community outreach and engagement, as well as support the creation of the CAARP Advisory Committee. Erica Manuel and Karalee Browne will provide thier professional expertise and experience leveraging their relationships and knowledge of Maywood, the local region, and sustainability and public engagement best practices. Kristy Bivens will provide administrative support as needed.

Project Team:



Roberto Carlos Torres, Senior Program Manager

Project Role: Lead

Roberto Carlos Torres leads ILG's Public Engagement pillar. With over a decade of experience as a community organizer across California, Roberto utilizes a community-centered and community-led approach to engagement, enhancing the relationship between local governments and the communities they serve. He specializes in assisting local agencies on how to analyze and incorporate policies that nurture a more diverse and inclusive form of engagement and equity within government institutions. Prior to joining ILG, Roberto served as the first Climate Equity Specialist for the City of San Diego where he worked to reimagine how San Diego's Communities of Concern would be best served. He led the city's efforts to co-develop the first-of-its-kind Climate Equity Index in partnership with various community-based organizations and instituted an innovative and more inclusive approach to community engagement. Roberto earned a dual bachelor's degree in government and communication studies at Sacramento State University and has previously worked in the cities of San Pablo and

Richmond, as well as in the Office of Governor Arnold Schwarzenegger and the California Energy Commission.



Nikita Sinha, Program Manager

Project Role: Support

Nikita is a sustainability professional who is interested in building and supporting healthy, sustainable, and accessible communities. She leads ILG's Beacon program and supports ILG's engagement efforts for the Sustainable Transportation Equity Project (STEP) in Stockton. She has worked on local water use efficiency partnerships at the Sonoma County Water Agency, and land use issues in the South Bay Area with Greenbelt Alliance. Prior to joining ILG, Nikita led the Walk San Jose program at California Walks, addressing local transportation and mobility issues in San Jose.



Kristy Bivens, Associate Manager

Program Role: Administrative Support

Kristy Bivens currently serves as office manager and bookkeeper for ILG. Born and raised in the city of New Orleans, Kristy has seen firsthand the impact of the neglect that unserved and underserved communities have on society as a whole. Kristy moved to California to attend college where she was formally trained in classical voice and composition. It was there that she began working with inner-city children and could clearly see where the true work was needed. She began her work with nonprofits over 20 years ago providing resources and training to advocates for marginalized communities throughout the state via People, Parks, and Programs.



Erica L. Manuel, CEO & Executive Director

Project Role: Authorizing Executive/Advisor

Erica has over 20 years of experience helping public, private and nonprofit organizations implement innovative policies to provide strong leadership, advance climate resilience, support economic development, engage communities and drive positive change. Prior to joining ILG in 2019, Erica served as a senior leader at the Sacramento Municipal Utility District, she was an appointee of Governor Schwarzenegger and a public relations executive with Edelman Public Relations, among others. Erica is committed to public service, volunteerism, and authentic community engagement. She serves on numerous statewide boards, committees, and councils. She is also certified in Nonprofit Management, Dignity Infused Community Engagement, Corporate Social Responsibility and GRI Sustainability Reporting. Erica has considerable experience with AB 617, serving as a facilitator for many of the San Joaquin steering committees from

2020-2021. She has also participated on the AB 617 Consultation Group for three years providing a local government perspective with a community-informed lens. For this project, Erica will serve as an advisor on strategy, engagement and communications, and will oversee the development of the reports.



Karalee Browne, Assistant Executive Director
Project Role: Project Support/Advisor

Karalee Browne is the Assistant Executive Director of the Institute for Local Government. Serving ILG for almost a decade, Karalee has developed and managed many of ILG's flagship efforts including the BOOST Program, the Beacon Program, and ILG's technical assistance programs and associated work on Housing, Transportation and Health, all which seek to create more sustainable, equitable and resilient communities across California. Karalee has served on the Governor's Integrated Climate Adaptation and Resilience Program Technical Advisory Committee and as an advisor for several local Climate Action Planning efforts including San Diego's community-led equity outreach project and the City of Sacramento and West Sacramento Mayor's Commission on Climate Change as an advisory member for the Health and Resilience committee.

Full resumes are included as an Attachment 2.

References

1. City of La Puente
Abraham Tellez, atellez@lapuente.org, (626) 855-1513
ILG is working with the City of La Puente to develop their first Environmental Justice Element and have overseen their community engagement efforts.
2. San Joaquin Council Of Governemnts (SJCOG)
Kim Anderson, anderson@sjcog.org, (209) 310-0884
ILG is working with the SJCOG to implement and oversee the community engagement for the Stockton Mobility Collective project and other community engagement efforts across the region.
3. City of San Diego
Shelby Buso, sbuso@sandiego.gov, (858) 492-6005
ILG oversaw community-based organizations and assisted with the community outreach, education, and engagement around the city's update to their Climate Action Plan.

Section 3: Approach & Scope of Work

Work Plan:

For Phase 2 of the CAARP, ILG will work with the city to present a list of feasible GHG reduction and adaptation strategies to the community for feedback, prioritization, and ranking. The input received from the community will help inform the adaptation and resilience strategies to be included in the final CAARP. How the process is managed and carried out will be very important to empower Maywood residents and guide the city's decisionmaking in finalizing the CAARP.

The community engagement strategy for Phase 2 will build upon our work from Phase 1, and continue to emphasize educating and informing residents and will build on relationships established throughout Phase 1. This approach will include a combination of online surveying, attending in-person events, making phone calls, and hosting virtual meetings via Zoom to provide information and collect input from community members and interested stakeholders.

For Phase 2, we propose the following:

ADMINISTRATION

To administer this contract, ILG agrees to submit regular invoices, at least monthly, along with activity reports. ILG will also attend a kick-off meeting and regular Project Team check ins (at least monthly), as the city deems necessary, and not to exceed 24 meetings.

Project Deliverables: Attend team meetings, monthly invoices, activity reports

COMMUNITY OUTREACH & ENGAGEMENT (RFP TASK 3)

Authentic community engagement and outreach is essential to ensuring a positive participatory experience that empowers residents to have a greater say in Maywood. Empowering residents in environmental justice communities, like Maywood, is critical to the success of any climate action, adaptation, and resilience effort. With ILG's previous experience in Maywood, we believe that a series of community workshops, focus groups, and surveys can successfully engage residents, gather their input on climate priorities, and build a working partnership for attaining the city's climate and resiliency goals.

1. **Survey Development:** Develop and distribute a survey that seeks to understand the community's priorities and desired outcomes. ILG will design an online and print survey to collect information from the community on high level priorities and values related to climate. Previous survey results will help shape this second survey and also serve to educate participants on feedback already collected in previous phases.

The feedback from the survey will help with prioritizing measures that will be included in the CAARP. The survey will be available in English and Spanish. ILG will work with city staff to distribute the survey through social media, partners, and at in-person events. ILG will compile, analyze, and summarize survey results.

2. **Focus Groups and Workshops:** ILG will work with the city to schedule and host phone interviews and virtual meetings with local community leaders that represent diverse stakeholder groups for more in-depth discussions on priorities and feedback on proposed

strategies. We will produce a recommended list of stakeholders to include for the City's approval and ensure the selected group is representative of the Maywood community.

ILG may also provide in-person support for up to two community events, as desired. This includes help planning for the event, meeting design and facilitation plan, and all other aspects as needed. ILG will connect with CBO leaders, schools, and City Councilmembers to share updates on the CAARP and hear their climate priorities as well. ILG will compile, analyze, and summarize information collected on these calls to help prioritize CAARP measures.

- 3. Review of Feedback:** After conducting a series of focus group discussions, community workshops, and upon closing the survey, ILG will analyze the feedback collected and identify key themes and insights to include into the CAARP, along with a prioritization of actions/concerns per the community feedback and ranking.
- 4. Content Creation:** ILG will work with the city to update the CAARP webpage, online resources, and messaging. ILG will develop educational language on phase 2 of the CAARP for the city to update the CAARP website, which will serve as a central repository for the public to view information, engage with a survey, and submit comments. Information provided will build on engagement from Phase 1, which included an overview of the purpose of the CAARP, updates on what the city has completed so far, results of the Phase 1 survey, and information on how the community's input will be incorporated. ILG will also develop talking points for informing residents and local leaders on the CAARP.
- 5. Community Input Integration:** ILG will work with the city to ensure all feedback received is integrated into the CAARP and help translate the feedback into actions, goals, and strategies for the plan. A spreadsheet of all input will be put together to showcase the feedback received, and how the feedback can be incorporated into the CAARP.

Project Deliverables: Draft and final survey, webpage language, summary of engagement activities and key themes and community priorities, focus group and workshop notes, content for outreach activities, attendance in virtual and/or in-person focus groups/workshops.

ADVISORY COMMITTEE SUPPORT (RFP TASK 4)

An advisory committee can be very beneficial for empowering Maywood residents and community stakeholders. It can also present unique challenges and therefore requires strong guidance and facilitation to ensure productive meetings. ILG will attend the virtual Advisory Committee meetings and support the city in facilitation of meetings. ILG will work with the city to educate committee members on the status of the CAARP.

- 1. Education Support:** ILG will work with the city to ensure the advisory committee is informed on the importance and potential impact of the CAARP, along with status updates and the process goals and objectives. ILG will assist with the development of meeting materials and be available to answer any questions the committee may have pertaining to the public outreach and engagement efforts, as well as integration of the feedback into the plan.

- 2. Meeting Facilitation:** ILG will work with the city to attend up to three, two-hour advisory committee meetings virtually and support the facilitation of the meetings as needed. ILG will also support the agenda development and assist with maintaining positive, engaging, and productive meetings. Should the city need more meetings or time, ILG can be available for an hourly rate dependant on which ILG staff member is involved.
- 3. Content Preparation:** ILG will work with the city to prepare committee powerpoint presentations as needed, and provide any form of information needed for the agendized discussion. ILG can also provide instant polling software to gather committee feedback.
- 4. Review and Incorporation of Input:** ILG will work with the city to update the CAARP draft to include input provided by the committee.

Project Deliverables: Committee meeting materials, meeting notes, report on committee input and feedback integration, virtual attendance at committee meetings.

FINAL PLAN DEVELOPMENT SUPPORT

ILG will draft the Community Engagement section of the CAARP and work with the city to review the draft and final plan. ILG will also support other aspects of the project as needed, particularly in review of incorporating community feedback into the plan.

Project Deliverables: Draft community engagement report for the CAARP, assistance with development of the entire plan, strategic support

Section 4: Cost Proposal

Proposed Budget

The Project Team will complete the project described in this proposal for a fixed fee not to exceed \$50,000.

ILG proposes a contract term of July 2024 to July 2025. The budget allocation by task is as follows:

Administration	\$9,460.00
Community Outreach & Engagement	\$24,820.00
Advisory Committee Support	\$9,000.00
Final Plan Development Support	\$4,890.00
Subtotal for Tasks	\$48,170.00
<i>Other Direct Costs</i>	<i>\$1,830.00</i>
TOTAL Project Cost	\$50,000.00

EXPLANATION OF COSTS

Professional Services – A majority of the costs are related to personnel hours, with more than 70% of our time allocated for community and advisory committee engagement.

Fee Schedule by Position

<i>Staff Title</i>	<i>Cost Per Hour</i>
<i>Executive Director/CEO</i>	\$250
<i>Assistant ED</i>	\$225
<i>Sr. Program Manager</i>	\$190
<i>Program Manager</i>	\$170
<i>Accounts Manager</i>	\$150

Supplies – To ensure that we have the necessary supplies and tools to properly engage with Maywood residents, ILG has set aside \$880 dollars for supplies. The break out is \$80 for survey and engagement software, such as for the use of Qualtrics, Mentimeter, and Monday.com project management software. \$200 is set aside for meeting supplies and materials. \$600 is set aside for any translation and interpretation services needed. This does not include any food, snacks, or soft drinks for inperson events. Those would be at the city's expense.

Travel – To support in person community events, ILG is setting aside a \$950 travel budget for either the project manager or support staff to attend these events. Costs would be charged at cost, not to exceed \$950. Mileage reimbursement would be at the reimbursement rate set by the IRS at the time of travel.

All costs would be billed at least monthly, and have a breakout of each hourly rate and cost.



Attachment 1 – Team Resumes



Roberto Carlos Torres

SENIOR PROGRAM MANAGER

PROFESSIONAL PROFILE

Roberto Carlos Torres leads ILG's Public Engagement and Equity pillar. With over a decade of experience as a community organizer across California, Roberto utilizes a community-centered and community-led approach to engagement, enhancing the relationship between local governments, community organizations, and the communities they serve. He specializes in incorporating policies that nurture a more diverse and inclusive form of engagement and equity within communities. Prior to joining ILG, Roberto served as the first Climate Equity Specialist for the City of San Diego where he worked to reimagine how San Diego's Communities of Concern would be best served. He led the City's efforts to co-develop the first-of-its-kind Climate Equity Index in partnership with various community-based organizations and instituted an innovative and more inclusive approach to community engagement.

RELEVANT EXPERIENCE

TECHNICAL ASSISTANCE PROVIDER, REGIONAL CLIMATE COLLABORATIVES GRANT (JULY 2022 - ONGOING)

As part of the California Strategic Growth Council's Regional Climate Collaboratives (RCC) Grant, Roberto provided technical assistance to community organizations seeking to apply for the grant opportunity. Roberto directly worked with organizations to put their application together, formulate their proposed workplans that highlighted the strengths of each partner organizations, and helped identify partnerships for a more competitive grant proposal. Roberto helped troubleshoot issues that arose from a lack of capacity, provided thoughtful recommendations on ways to improve their project, and was successful in assisting the organizations submit their applications.

FACILITATOR, EQUITY & ENGAGEMENT TRAININGS (JULY 2019 - ONGOING)

As the Climate Equity Specialist with the City of San Diego, and now as part of the ILG team, Roberto has facilitated over 500 hours of trainings on implicit bias, racial equity, environmental justice, and public engagement for local government employees, community organizations, and California residents. As the lead for ILG's public engagement and equity pillar, Roberto oversees and continues to refine ILG's trademarked TIERS Public Engagement Training. This training helps local government agencies make their engagement efforts more inclusive and serve as the foundation for transformational change in California's under-resourced communities.

EQUITY & ENGAGEMENT ADVISOR, BOOST PROGRAM (JULY 2022 - ONGOING)

ILG is co-creator of the State's BOOST program, working with different cities across the state, to help build capacity and community connections. Roberto has been an integral team member, advising on ways to build authentic community connections and partnerships, as well as ways to incorporate equity and engagement into policies and programs.

CLIMATE EQUITY SPECIALIST, CITY OF SAN DIEGO (FEBRUARY 2019 - JULY 2022)

As San Diego's first Climate Equity Specialist, Roberto used his coalition building skills to bring together 32 community-based organizations serving the city's communities of concern to help co-develop their climate equity policies and procedures. As part of the update to their Climate Action Plan, Roberto instituted a community-driven process to ensure equity was at the forefront of the effort.

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robertocarlostorres/

EXPERTISE

Equity & Environmental
Justice Policy Development

Coalition Building

Program Development

Project Management

Communications/Storytelling

Equity & Public Engagement
Training

Meeting Facilitation

EDUCATION

BACHELOR'S DEGREE,
GOVERNMENT &
COMMUNICATION
STUDIES

California State University,
Sacramento
2006 - 2010



Erica L. Manuel

CEO & EXECUTIVE DIRECTOR
INSTITUTE FOR LOCAL GOVERNMENT



PROFESSIONAL PROFILE

Erica Manuel is the CEO & Executive Director of the Institute for Local Government (ILG), the non-profit affiliate of the League of California Cities, the California State Association of Counties, and the California Special Districts Association. Erica is a results-oriented executive with 20+ years of extensive experience in community relations, workforce, economic and community development, communications, sustainable communities, corporate social responsibility, environmental stewardship, stakeholder engagement, and public education campaigns. ILG delivers real-world technical assistance and expertise to help local government elected officials and staff at over 2,500 cal agencies navigate complex issues, increase their capacity, and build trust in their communities. ILG focuses on four main pillars of work: Public Engagement, Workforce Development, Leadership & Governance, and Sustainable & Resilient Communities.

RELEVANT EXPERIENCE

For the past 20 years, Erica has been helping public, private and nonprofit organizations implement innovative policies to drive positive change. She has worked for various industries, including agriculture, healthcare, education, energy, and technology. She has led ILG since 2019, and for the past two years, she has led ILG's workforce development portfolio, which includes initiatives related to work-based learning, school-municipal partnerships, registered apprenticeships and systems-level collective action to address the barriers and opportunities in the workforce pipeline. Erica currently serves in numerous leadership capacities representing the public sector, including her role as the Chair of Public Sector Subcommittee of the State's Interagency Council on Apprenticeships, an Advisory Council Member for the Public Policy Institute of California and an Advisory Council Member for California100. She is also trained in Dignity Infused Community Engagement. Prior to joining ILG in 2019, Erica served as a public sector senior leader at the Sacramento Municipal Utility District for nine years and as an appointee of Governor Schwarzenegger for six years. She also advised numerous public sector clients as a public relations executive with Edelman.

KEY SKILLS

- Developing and disseminating resources to local agencies so they can operate with transparency, work collaboratively, improve diversity and foster healthy and sustainable communities;
- Promoting widespread community engagement so all demographics can participate in local gov't programs and policy conversations, and are equipped to do so;
- Making consistent improvements in awareness, program adoption, and stakeholder engagement through effective relationship management, good governance and transparency;
- Employing a practical, data-driven approach to program design, resource development and program implementation that considers real-world applications of academic research, community input and policy tools; and
- Creating and implementing large scale programs and initiatives, including workforce development projects, strategic communications campaigns, state and federal grants, and regional collaboratives.

AWARDS & RECOGNITION (PARTIAL LIST)

- California Black Women's Trailblazer, California Black Women's Collective Empowerment Institute (2024)
- Public Administrator of the Year, ASPA (2024)
- American Leadership Forum, Senior Fellow (2021)
- Top Women Leaders, *Comstock's Magazine* (2020)
- Community Champion Award, Russian American Media (2018)
- Community Service Award, American Public Power Association (2018)
- JD Power, Corporate Citizenship (2016, 2017, 2018)
- Community Leadership Award, Invictus Foundation (2016)
- *Sacramento Business Journal*, 40 Under 40 (2014)
- *Sacramento Magazine*, Top 10 Women to Watch (2011)



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ELManuel

EXPERTISE

Community Engagement & Facilitation

Workforce Development

Public Sector

Strategic Communications Local

Governance & Leadership

RELEVANT AFFILIATIONS

CA RESILIENCE
PARTNERSHIP
Advisory Board Member
2021 - current

CALIFORNIA 100
Advisory Council Member
2022 - current

PUBLIC POLICY INSTITUTE
OF CALIFORNIA
Advisory Council Member
2022 - current

INTERAGENCY COUNCIL ON
APPRENTICESHIPS (IACA) Chair,
Public Sector Subcommittee 2023 -
current

NAACP
Lifetime Member
2006 - current

EDUCATION

STANFORD UNIVERSITY
Economics & Communications

BOSTON COLLEGE
Carroll School of Management

NORTHWESTERN
UNIVERSITY
Kellogg School of Management



Karalee Browne

ASSISTANT EXECUTIVE DIRECTOR

PROFESSIONAL PROFILE

Karalee Browne has 18 years of experience building partnerships that result in more sustainable and resilient communities. Throughout her career, Karalee has developed and expanded programs focused on bringing resources and opportunities to disadvantaged and traditionally underinvested communities throughout California. In her time at ILG, Karalee has developed and managed many of ILG's flagship efforts including ILG's BOOST Pilot Program, ILG's Beacon Program, and ILG's technical assistance programs and associated work on housing, transportation and health. Karalee prides herself on continually listening and learning in pursuit of innovative ideas that improve programs, policies and planning efforts in California.

RELEVANT EXPERIENCE

BOOST PROGRAM

JANUARY 2019-MARCH 2021

Developed and directed the BOOST Pilot Program in coordination with the Strategic Growth Council. Developed capacity building roadmaps, technical assistance activities, and grant applications for ten disadvantaged communities. Facilitated partnerships between local government staff and community based organizations to help inform equity considerations for sustainability projects and grant applications supported by the California Climate Investment Program. Reported on outcomes and developed case studies and a final Best Practices Report to serve as guidance for other technical assistance providers and local governments seeking to advance climate and equity goals in California.

PARTNERSHIP WITH CITY OF SAN DIEGO TO ADVANCE EQUITY

MARCH 2021-ONGOING

Developed and directs two contracts with the City of San Diego that seek advance equity in the city's planning processes. Developed partnership agreements with five community based organizations and the Greenlining Institute that promote community-led public engagement for the city's Climate Action Plan Update and first-ever Climate Resilient SD Plan.

DIRECTOR, HOUSING TECHNICAL ASSISTANCE PROGRAM

FEBRUARY 2018-ONGOING

Manages and directs ILG's team that supports the statewide housing technical assistance program on behalf of the Department of Housing and Community Development. Worked with cities and counties throughout the state to promote SB2, LEAP and REAP funding opportunities. Worked with partners to develop projects and write applications for funding. Managed the development of and co-authored the Public Engagement and Housing Toolkit.

MANAGER, BEACON PROGRAM

JUNE 2014-DECEMBER 2017

Expanded and led ILG's Flagship Beacon Program, a program that recognizes for local governments' voluntary actions to address climate change. Collaborated with city and county staff and elected officials to document greenhouse gas reductions, energy savings and sustainability best practices. Planned and hosted the ILG's annual Beacon Awards Program for six years. Authored the Sustainability Best Practices Framework in 2014.



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Sacramento, CA



karalee-browne-6a133425/

EXPERTISE

Program Development

Partnership Development

Project Management

Communications/Storytelling

ADVISORY ROLES

INTEGRATED CLIMATE
ADAPTATION AND
RESILIENCE PROGRAM
(ICARP) TECHNICAL
ADVISORY COUNCIL
MEMBER

2017-2021

EDUCATION

MASTER'S DEGREE,
PUBLIC
ADMINISTRATION

University of San Francisco
2013 - 2015

BACHELOR'S DEGREE,
BROADCAST
JOURNALISM

University of Southern
California
2008 - 2013



Nikita Sinha

PROGRAM MANAGER



PROFESSIONAL PROFILE

Nikita Sinha has six years of experience in local sustainability and transportation policy and programming. She has led projects focused on partnership development and collaboration, equitable community engagement, and community-driven environmental initiatives. As a Program Manager with ILG, she provides technical assistance and grant-writing support to underserved jurisdictions, assists cities, counties, and special districts in the Beacon Program to highlight their voluntary climate actions, and supports leadership and workforce development programming.

RELEVANT EXPERIENCE

REGIONAL CLIMATE COLLABORATIVES ROUND 1 TECHNICAL ASSISTANCE

JUNE 2022 – OCTOBER 2022

Provided technical assistance to local government agencies and nonprofit organizations interested in the Regional Climate Collaboratives Program; provided application support to four applicants.

STOCKTON MOBILITY COLLECTIVE COMMUNITY ENGAGEMENT

JANUARY 2022 – ONGOING

Part of San Joaquin Council of Governments' Sustainable Transportation Equity Project (STEP) Community Engagement team; coordinate outreach and engagement efforts across five project teams; build relationships with community-based organizations and local institutions.

ILG'S BOOST Round 2

NOVEMBER 2021 – ONGOING

Provide tailored assistance and capacity building to the Cities of Needles, Barstow, and Maywood and community partners; provide information and technical assistance on state and federal climate funding opportunities; co-write and provide grant writing support; facilitate local partnership and state connections.

BEACON PROGRAM MANAGER

JULY 2021 – ONGOING

Recruit and maintain relationships with over 160 cities, counties, and special districts in California implementing climate action policies; update Sustainability Best Practices Framework with real life examples of policies, programs, and projects from local governments in California.

WALK SAN JOSE PROGRAM MANAGER

California Walks | JUNE 2019 – JULY 2021

Led and coordinated the Safe Streets San Jose Coalition; built partnerships with residents, nonprofit organizations, government agencies, elected officials, and academic institutions; drafted policy analyses, comment letters, and fact sheets to advance healthy, equitable, and sustainable transportation options; planned and delivered community engagement and education workshops and events; managed program communications and social media.

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Sacramento, CA

EXPERTISE

Sustainability
Transportation
Equity

EDUCATION

BACHELOR'S DEGREE,
ENVIRONMENTAL
SCIENCE AND
MANAGEMENT

UC Davis
2012 – 2016

CIVICSPARK WATER
FELLOW
Sonoma County Water Agency
2016 – 2017



Kristy Bivens

ASSOCIATE MANAGER

PROFESSIONAL PROFILE

Kristy Bivens serves as office manager and bookkeeper for ILG. She began her work with non-profits providing resources and training to advocates for marginalized communities throughout the state via People, Parks, and Programs. She has worked with inner-city children and could clearly see where the true work was needed. Kristy is a small business owner and has over 20 years of administrative experience.

RELEVANT EXPERIENCE

ADMINISTRATIVE DIRECTOR

Manages the bookkeeping for ILG and is responsible for managing the accounts payables and receivables of the organization.

PUBLIC ENGAGEMENT CONTRACTING

As part of the Public Engagement team, Kristy provides administrative oversight of various public engagement contracts and grants administration. Processes payments to community-based organizations and organizational partners. Assists with grants reporting and invoicing.

OWNER OF ASALI CONSULTING

Provides administrative consulting and human resource services. Ensures legal compliance and guidance.

TIERS PUBLIC ENGAGEMENT TRAINING

Co-facilitates a two-day public engagement training for local elected officials and staff. Provides technical support and troubleshoots live issues via the virtual meeting platform.

ACCOUNTS RECEIVABLE SPECIALIST AND HR

Part of the project team that provided technical assistance to cities and regions statewide, particularly focused on housing and homelessness issues, provided public engagement training and led communications efforts including a monthly newsletter, press releases, social media and peer learning calls for the project.



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EXPERTISE

Writing and communications

Proofreading/editing

Facilitation

Grants reporting

Admin management

EDUCATION

Associates in General
Education - Cosumnes River
College

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 25, 2024 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Environmental Science Associates (ESA) ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform: **Planning Services** for the Climate Action, Adaptation, and Resilience Plan, Phase 2.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Brandon Seitz (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through November 30, 2025, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, \$150,000, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$150,000, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall

make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent Contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subContractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order

shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subContractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subContractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subContractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subContractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual,

alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subContractor, its officers, agents, servants, employees, subContractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subContractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subContractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the

requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. SubContractor Insurance Requirements. Contractor shall require each of its subContractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least ten calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Contractor:
Environmental Science Associates
Attn: Jess Canton, PE, LEED AP
633 West 5th Street, Suite 830
Los Angeles, CA 90017

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subContractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subContractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be

(1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subContractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, subContractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or

written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Maywood City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Contractor:

By: _____
Eddie De La Riva
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Align with State Policies, Planning Priorities, and Funding Programs

ESA's approach is centered on helping clients align with local, regional, and statewide priorities for climate action, which has led to success with funding programs for subsequent planning and implementation work. The CAARP will be consistent with the state climate change goals and policies, as expressed in AB 32, SB 32, AB 1279, SB 375 and SB 379, and CARB's 2022 Scoping Plan Update. ESA will assist the City in setting GHG reduction targets and emission reduction pathways that are aligned with statewide reduction targets as expressed in SB 32 (40 percent below 1990 levels by 2030) and AB 1279 (85 percent below 1990 levels as well as statewide carbon neutrality by 2045). The CAARP's measures and actions will be thoughtfully integrated with state planning and funding efforts that link land use and transportation, and support transit-oriented development, and active transportation.

California Climate Investments is a statewide initiative that puts billions of Cap-and-Trade dollars to work annually towards reducing GHG emissions. In addition, the State is allocating billions of dollars of investments through 2025 to build wildfire resiliency, address drought impacts and bolster water resilience, protect vulnerable communities from climate risks, advance the state's zero emission vehicle goals, promote climate smart agriculture, and support the circular economy. These statewide efforts are designed to strengthen the economy and improve public health and the environment—particularly in disadvantaged communities. The CAARP will align with the state's policies to direct funding towards projects that benefit disadvantaged and low-income communities, as stipulated by SB 535 and AB 550. Grant funding proposals are typically scored on the extent to which the planning activities benefit disadvantaged communities and are consistent with the state's planning priorities, including promoting infill development, encouraging location and resource-efficient new development, and promoting local economic development.



Scope of Work

This section tracks very closely to ESA's proposed scope of work that was provided to the City of Maywood in February 2024, and addresses the tasks laid out in the project RFP. ESA proposes the following tasks for the CAARP development:

Task 1 – Existing Conditions

ESA will develop a new community-wide GHG inventory for the most recent calendar year (2023 or 2022), including transportation modeling and a revised trends assessment.

Model Vehicle Miles Traveled

ESA will work with subconsultant Fehr & Peers to model vehicle miles traveled (VMT) for the inventory update year and forecast years, which will form the basis for estimating on-road transportation emissions. Fehr & Peers will use the latest regional traffic model available from SCAG, known as the Activity-Based Travel Demand Model (ABM). Jurisdictions across Southern California are in the process of transitioning to SCAG's ABM. This shift from the previous model, a trip-based model, marks a significant change in the state of the practice for regional travel demand modeling in Southern California.

Fehr & Peers will use the SCAG ABM model to forecast business-as-usual (BAU) VMT out to the model's horizon year of 2045. For any year between the model's baseline year of 2016 and horizon year of 2045, BAU VMT estimates will be linearly interpolated. For forecasting VMT past the 2045 horizon year or for backcasting prior to the model's baseline year of 2016 (e.g., if adjustments are needed to the 2010 baseline inventory to achieve methodological consistency), VMT estimates will be linearly extrapolated. This scope assumes application of the model base land use and transportation network data within the SCAG Model are acceptable for the baseline and BAU horizon year, and the scope assumes that the socioeconomic data is reflective of the baseline conditions.

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June 11, 2024

Data Collection and Emissions Quantification

ESA plans to include the following sources in the inventory, aligning those in the 2010 and 2015 GHG inventories, and using the consistent methods for estimating emissions:

- | | |
|---|------------------------------------|
| → On-road transportation | → Off-Road Equipment |
| → Residential and Commercial/Industrial Electricity | → Solid Waste |
| → Residential and Commercial/Industrial Natural Gas | → Wastewater Treatment |
| → Large Stationary Sources (Regulated by Cap-and-Trade) | → Energy used for Water Conveyance |

ESA will compile and analyze community data and undergo internal quality control and review to ensure that all activity data, calculation methodologies, and assumptions are transparent and consistent with those involved in the 2010 inventory. However, ESA will need the City's cooperation in securing access to community energy data from Southern California Edison (SCE) and the Southern California Gas Company (SoCal Gas). It can typically take up to 3 months to secure energy data from public utilities due to data privacy laws and bureaucratic hurdles. In addition, the privacy laws sometimes prevent the utilities from being able to provide complete data for all accounts they service within a given jurisdiction, especially in the Industrial and/or Commercial customer sectors. If this situation is encountered, ESA will work with the City staff to develop the most accurate estimates possible given the data we have, to ensure that the 2010 inventory, 2015 inventory, and inventory update are comparable.

After the data collection process is complete, ESA will quantify emissions using methods consistent with current best practice for inventory development, including the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI 2019 Protocol), the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, and the Local Government Operations Protocol. Where appropriate, ESA will draw on methods from the California Air Resources Board, the South Coast Air Quality Management District, and other sources as applicable. ESA will compile inventory activity data in a manner that the same Excel workbook that was used to develop the 2010 inventory for the previous GCCOG project, which will allow the updated GHG emissions results to be compared against the 2010 baseline inventory and will also allow for the data to be accessible and revised in the future.

TASK 1 DELIVERABLES

- Current community-wide Greenhouse Gas Emissions Inventory and Forecast report (electronic format) that includes the 2010 baseline, 2015 inventory update, and the latest inventory update (2023 or 2022), along with revised BAU and Adjusted BAU forecasts.

Task 2 – Analysis

ESA will refine the Phase 1 CAARP Assessment forecasts, targets, and develop detailed GHG reduction measures that reflect the community's input gathered during Phase 2. ESA will also refine the City's vulnerability assessment and prepare detailed adaptation and resilience strategies.

Revise Forecasts and Targets, and Develop and Quantify Detailed GHG Reduction Measures

Building from the high-level work done in Phase 1 CAARP Assessment, ESA will use the updated inventory results from Task 1 to refine the previously developed GHG forecasts and targets, and then revise the GHG reduction measures to reflect stakeholder and community input, and to account for the updated GHG inventory and revised targets. Additionally, ESA will interview key City staff and other stakeholders to revisit potential GHG reduction strategies and measures, and to guide the City in selecting reduction measures and performance goals needed to achieve the City's GHG reduction target in the CAARP. Task 2 will also include developing implementing actions for each measure and performance metrics that the City can use to track CAARP implementation.

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To complete Task 2, ESA will utilize the Gateway Cities CAP Framework’s toolkit where possible and customize performance goals to the City of Maywood. For GHG reduction measures not already included in the toolkit, ESA will quantify the GHG reductions in a separate spreadsheet. In developing the GHG reduction measures, ESA will also leverage the Gateway Cities CAP Framework’s GHG Reduction Measure Templates, which include descriptions of “best practice” local measures along with sample strategies and actions that local governments can employ to implement the measures. To guide in the selection and prioritization of measures, ESA will compile and organize the following information and then recommend a complete suite of fully described measures for inclusion in the City’s CAARP:

- GHG reduction potential (quantified)
- Community benefits
- Cost effectiveness and financial commitment
- Potential funding sources and other implementation resources
- Suggested performance goals and tracking metrics
- Suggested implementation partners
- Examples of relevant best practices in the Gateway Cities region and similar communities elsewhere in California
- Tips for engaging the public

Additionally, Fehr & Peers will:

- Support the development of up to 3 future scenarios designed to reflect the City’s transportation and mobility priorities, new policy choices that are developed through this CAARP project (such as compliance with the Paris Climate Agreement), and/or to meet GHG emissions reduction goals. For each of these scenarios, Fehr & Peers will provide descriptions of potential VMT reduction pathways and strategies that the City can pursue.
- Finalize and refine up to 3 transportation-related emission reduction measures (ERMs) to reduce GHG emissions for one selected future scenario and horizon year, focusing on fewer, higher-impact measures that will help achieve an accelerated pace of emissions reductions. These measures may include transportation demand management strategies, location-efficient development strategies, regional transportation/transit investment strategies, and/or strategies related to the accelerated adoption of zero emission vehicles.
- Prepare a technical memorandum to summarize the methodologies, data sources, assumptions and results of the transportation-related GHG reduction measures.

Detailed Adaptation and Resilience Strategies

This task builds on the existing high-level vulnerability assessment completed by ESA for the City (Phase 1 CAARP Assessment), to provide more City-specific details useful in developing adaptation and resilience strategies. ESA will refine the assessment to identify vulnerable populations and community assets, evaluating their exposure, sensitivity, and adaptive capacity to climate change hazards such as heat waves, drought, stormwater flood, wildfire smoke, disease vectors, and habitat degradation. Consideration will be given to public health and economic impacts, including the loss of natural capital and ecosystem services. Additionally, ESA will develop a qualitative risk matrix based on probability, consequence, and criticality ratings for various functional asset categories, including:

- Community services, public facilities, emergency services, and critical municipal operations
- Transportation infrastructure (roads, public transit facilities, railways, marinas, and port facilities) and energy infrastructure
- Stormwater management infrastructure, flood control, water supply, and related infrastructure
- Wastewater treatment and sewerage infrastructure
- Urban forests, ecosystems, parks, and related recreational assets
- Public health
- Private property, including housing and commercial real estate
- Solid waste/hazardous materials management

Using this information, ESA will prepare recommended strategies and actions to build capacity for community-wide resilience to climate change. ESA will integrate the City's existing initiatives for energy resiliency, water conservation, and response capabilities into its review process. Following this, ESA will develop strategies to enhance resilience to projected climate change impacts, focusing on vulnerable communities, public health, transportation, and critical infrastructure. These strategies will include structural and nonstructural measures for safety, asset protection, ecosystem preservation, flood risk management, water quality, land-use planning, and social equity goals. ESA will also explore potential funding sources for implementing these strategies.

Fehr & Peers will support the development of the vulnerability assessment based on the risks that Maywood is projected to face and the interaction with transportation systems and ERMs. For example, we will consider heat-related health risks or the potential for flood-related transportation system risks, and describe the impact that those risks may have on the ongoing, uninterrupted function of transportation systems and access, as well as the impact those risks may have on the implementation of ERMs. Fehr & Peers will develop a matrix for mobility-related considerations associated with each identified climate risk, potential impacts to vulnerable populations, interactions with any ERMs, and potential adaptation strategies that could reduce the risks and impacts.

After developing initial adaptation and resilience strategies, ESA will collaborate with City staff to assess and prioritize them based on feasibility, effectiveness, cost, ability to fund, equity, and co-benefits. ESA will identify any gaps in the City's current policy framework related to climate change adaptation and provide recommendations for updating policies in the General Plan, building code regulations, or other key frameworks. This effort will address potential hazards and vulnerabilities and ensure compliance with SB 379 and SB 1035 requirements for addressing climate hazards into future General Plan Safety Elements and Housing Elements.

Task 2 Deliverables:

- Draft and final memo of fully developed and quantified GHG reduction measures for the City's CAARP (Word/PDF).
- Fehr & Peers technical memo on methodologies, data sources, assumptions used to analyze transportation-related GHG reduction measures (Word/PDF).
- Draft and final Adaptation Strategies memo (Word/PDF) that includes the following:
 - Summary of Community assets identified as at-risk from climate change
 - Specific strategies and policies the City can adopt to increase resilience of vulnerable communities and at-risk community assets under each functional category as outlined above.
 - Recommended updates to the City's existing General Plan policies (including the Safety Element) regarding energy resiliency, water conservation, and responses to sea level rise, fire, and flooding.

Task 3 – Public Outreach

ESA will assist City staff and the engagement team in conducting public outreach and engagement activities, including survey creation, focus groups, workshops, and feedback review, or similar activities determined in consultation with the City and the Engagement Team. This collaboration aims to ensure effective and inclusive outreach throughout the engagement process. Additionally, ESA will support the engagement team by providing necessary content for outreach materials, participating in focus groups and workshops, reviewing feedback, and incorporating community input into CAARP development.

TASK 3 DELIVERABLES

- Support content preparation for meetings (e.g., PowerPoint slides, survey questions) and virtual meeting attendance (up to 2).

Task 4 – Advisory Committee

ESA and Fehr and Peers will support City staff and the engagement team with Advisory Committee meetings, including materials development, participation in meetings, and having Advisory Committee input and feedback guide the development of the CAARP to best address community needs.

TASK 4 DELIVERABLES

- Support content preparation for meetings (e.g., PowerPoint slides) and virtual meeting attendance (up to 2).

Task 5 – Draft and Final Plan

ESA will design and develop a complete CAARP document that consolidates the components developed in all previous tasks, using accessible text along with well-designed graphs, charts and images to make the issues of climate change accessible to the residents and businesses in Maywood. The CAARP will be designed to maximize the utility of information for City staff and the community. We will structure the CAARP to be easily navigable, and tailor our writing for the average reader (with detailed appendices for a more technically savvy audience). ESA will provide an Administrative Draft for City review and comment, a Public Draft for public review and comment, and a Final plan for adoption by City Council. Fehr & Peers will support document development with technical documentation for mobility analysis including narrative and graphics. The input received from community and stakeholder engagement activities will inform the adaptation and resilience strategies included in the CAARP, and ensure the CAARP is comprehensive and reflects community needs.

ESA proposes that the CAARP be organized as follows:

- Executive Summary
- Introduction and Background
- Opportunities, Risks and Challenges
- GHG Emissions Inventories and Forecasts
- GHG Target(s) and Reduction Strategies
- Climate Change Vulnerabilities and Adaptation Strategies
- Implementation and Monitoring
- Appendices

Following review of the Draft CAARP, ESA will collaborate with City staff to address any issues raised and make revisions as needed, preparing the Final CAARP for adoption by the City Council as an electronic document.

Task 5 Deliverables:

- Administrative and Public Draft CAARP (Microsoft Word/PDF).
- Final CAARP (PDF).
- City Council presentation of Final CAARP.

Task 6 – Board Review/Approval

Following completion of the Final CAARP document, ESA's Project Manager will attend a City Council meeting to support the CAARP's review and approval. ESA will also provide support for development of the staff report and/or presentation.

TASK 6 DELIVERABLES

- ESA meeting attendance at City Council Meeting.

Task 7 – Project Administration (new task)

This task is included within our proposal to provide ongoing project administration and management to ensure success of the project, including meetings with the City and other project coordination.

ESA's locally based Project Manager will coordinate with City staff to organize a kickoff meeting to initiate the project work; establish clear communication protocols; and discuss procedures, expectations, and other administrative items. The kickoff meeting will also include review of the work plan approach, goals, and project schedule. Prior to the meeting, ESA will provide a meeting agenda and a detailed data request for the Existing Conditions deliverable (described in Task 1). Following the kickoff meeting, ESA will circulate meeting notes and a clear list of action items.

Additionally, ESA recognizes the importance of continuous coordination throughout the project's duration. This task therefore is also dedicated to streamlined internal coordination and efficient collaboration with City staff, regular monthly invoicing for transparency and accountability, and monthly check-ins with City staff and the City's engagement team to ensure alignment and address any emerging challenges.

TASK 7 DELIVERABLES

- Project kickoff meeting (virtual) agenda and notes
- Updated workplan and schedule
- Regular monthly check-in meeting agendas and action items
- Monthly invoices and progress reports

Project Timeline

ESA proposes a 13-month timeline for developing the CAARP, as illustrated in **Figure 3** below. The proposed timeline assumes a project kickoff date in July 2024. If selected as the consultant for this project, ESA will coordinate with the City to refine the schedule to match the final approved scope, budget, and the City's specific needs.

Figure 3. CAARP Timeline

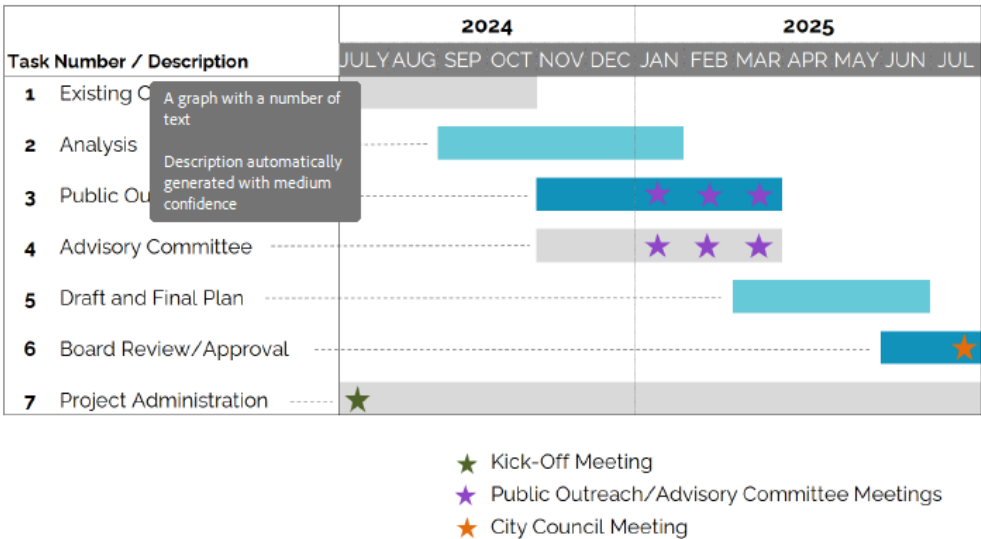


EXHIBIT B
COMPENSATION

Cost Proposal

This document includes a detailed summary of ESA's proposed project budget of \$150,000, based on our proposed scope of work and the information presented in the RFP. This proposal matches the total budget estimate and scope of work previously submitted to the City of Maywood in February 2024. ESA is prepared to adjust the project budget, if needed, through scope negotiations with the City.

ESA services and charges are provided on an hourly basis, at the hourly rates for each personnel identified in the cost proposal below. Subconsultant services will be invoiced at cost. Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis.

The following pages include:

- ESA Labor Detail and Expense Summary
- Attachment B: Subconsultant Costs

ESA Labor Detail and Expense Summary

Project Team		Project Director	Project Manager	Strategic Advisor	Technical Lead	GHG Analyst/ Planner	Planner/ Engagement	Graphic Design, Technical Editor	Total Hours	Labor Price
Labor Category		Senior Principal Consultant 3	Senior Principal Consultant 3	Principal Consultant 4	Senior Consultant 3	Consultant 6	Associate Consultant 2	Associate Consultant 4		
Task #	Task Name/Description	\$311	\$192	\$293	\$192	\$169	\$151	\$177		
1	Existing Conditions	2	4	6	32	60	0	0	104.00	\$ 19,432
	Community GHG Inventory Report, Forecast Report, and Revised BAU and Adjusted BAU Forecasts	2	4	6	32	60			104.00	\$ 19,432
2	Analysis	13	20	13	27	69	40	0	161.00	\$ 34,408
	Revise Forecasts and Targets	3	2	5	9	24			43.00	\$ 8,566
	Develop and Quantify Detailed GHG Reduction Measures	4	2	8	18	40			72.00	\$ 14,188
	Detailed Adaptation and Resilience Strategies	6	16			4	40		66.00	\$ 11,654
3	Public Outreach	0	4	0	0	0	12	0	16.00	\$ 2,589
	Materials Development and Public Outreach Meetings		4				12		16.00	\$ 2,589
4	Advisory Committee	0	6	0	0	0	12	0	18.00	\$ 2,964
	Materials Development and Advisory Committee Meetings		6				12		18.00	\$ 2,964
5	Draft and Final Plan	11	34	4	6	23	66	34	178.00	\$ 32,144
	Administrative Draft CAARP	6	20	4	6	20	42	8	106.00	\$ 19,168
	Draft Plan	4	10			3	16	26	59.00	\$ 10,689
	Final Plan	1	4				8		13.00	\$ 2,287
6	Board Review/Approval	0	6	0	0	0	0	0	6.00	\$ 1,152
	City Council Meeting		6						6.00	\$ 1,152
7	Project Administration	7	25	0	1	0	1	0	34.00	\$ 7,320
	Kickoff Meeting	1	1		1		1		4.00	\$ 846
	Monthly Check-ins, Invoicing, and Project Coordination	6							30.00	\$ 6,474
Total Hours		33		66		151	131	34	537	
Total Labor Costs		\$ 10,253		\$ 12,672		\$ 25,519	\$ 19,781	\$ 6,018	\$ 100,000	
Percent of Effort - Labor Hours Only		6.1%		12.3%		28.1%	24.4%	6.3%	100.0%	
Percent of Effort - Total Project Cost		6.8%		8.4%		17.0%	13.2%	4.0%	68.7%	
PROJECT COST ESTIMATE SUMMARY TABLE										
ESA Labor Cost		\$ 100,000								
Subconsultant Costs (see Attachment A for detail)		\$ 50,000								
PROJECT TOTAL		\$ 150,000								

Attachment A: Subconsultant Costs

Subconsultant (Fehr and Peers)		Total Subconsultant Project Costs	
Task Number / Description		Project Cost	
1	Existing Conditions	\$	15,000
2	Analysis	\$	25,000
3	Public Outreach	\$	2,000
4	Advisory Committee	\$	2,000
5	Draft and Final Plan	\$	4,000
6	Board Review/Approval	\$	-
7	Project Administration	\$	2,000
Subconsultant Total		\$	50,000

3 City of Maywood Climate Action, Adaptation, and Resilience Plan, Phase 2 (Planning)
B. Cost Proposal / June 11, 2024

Environmental Science Associates
esassoc.com

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 25, 2024 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Environmental Science Associates (ESA) ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform: **Community Outreach Services** for the Climate Action, Adaptation, and Resilience Plan, Phase 2.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Brandon Seitz (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through November 30, 2025, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, \$50,000, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$50,000, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall

make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent Contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subContractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order

shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subContractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subContractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subContractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subContractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual,

alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subContractor, its officers, agents, servants, employees, subContractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subContractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subContractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the

requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. SubContractor Insurance Requirements. Contractor shall require each of its subContractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least ten calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Contractor:
Institute for Local Government
Attn: Erica L. Manuel
1400 K Street, Suite 205
Sacramento, CA 95814

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subContractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subContractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be

(1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subContractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, subContractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or

written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Maywood City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Contractor:

By: _____
Eddie De La Riva
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Section 3: Approach & Scope of Work

Work Plan:

For Phase 2 of the CAARP, ILG will work with the city to present a list of feasible GHG reduction and adaptation strategies to the community for feedback, prioritization, and ranking. The input received from the community will help inform the adaptation and resilience strategies to be included in the final CAARP. How the process is managed and carried out will be very important to empower Maywood residents and guide the city's decisionmaking in finalizing the CAARP.

The community engagement strategy for Phase 2 will build upon our work from Phase 1, and continue to emphasize educating and informing residents and will build on relationships established throughout Phase 1. This approach will include a combination of online surveying, attending in-person events, making phone calls, and hosting virtual meetings via Zoom to provide information and collect input from community members and interested stakeholders.

For Phase 2, we propose the following:

ADMINISTRATION

To administer this contract, ILG agrees to submit regular invoices, at least monthly, along with activity reports. ILG will also attend a kick-off meeting and regular Project Team check ins (at least monthly), as the city deems necessary, and not to exceed 24 meetings.

Project Deliverables: Attend team meetings, monthly invoices, activity reports

COMMUNITY OUTREACH & ENGAGEMENT (RFP TASK 3)

Authentic community engagement and outreach is essential to ensuring a positive participatory experience that empowers residents to have a greater say in Maywood. Empowering residents in environmental justice communities, like Maywood, is critical to the success of any climate action, adaptation, and resilience effort. With ILG's previous experience in Maywood, we believe that a series of community workshops, focus groups, and surveys can successfully engage residents, gather their input on climate priorities, and build a working partnership for attaining the city's climate and resiliency goals.

1. **Survey Development:** Develop and distribute a survey that seeks to understand the community's priorities and desired outcomes. ILG will design an online and print survey to collect information from the community on high level priorities and values related to climate. Previous survey results will help shape this second survey and also serve to educate participants on feedback already collected in previous phases.

The feedback from the survey will help with prioritizing measures that will be included in the CAARP. The survey will be available in English and Spanish. ILG will work with city staff to distribute the survey through social media, partners, and at in-person events. ILG will compile, analyze, and summarize survey results.

2. **Focus Groups and Workshops:** ILG will work with the city to schedule and host phone interviews and virtual meetings with local community leaders that represent diverse stakeholder groups for more in-depth discussions on priorities and feedback on proposed

strategies. We will produce a recommended list of stakeholders to include for the City's approval and ensure the selected group is representative of the Maywood community.

ILG may also provide in-person support for up to two community events, as desired. This includes help planning for the event, meeting design and facilitation plan, and all other aspects as needed. ILG will connect with CBO leaders, schools, and City Councilmembers to share updates on the CAARP and hear their climate priorities as well. ILG will compile, analyze, and summarize information collected on these calls to help prioritize CAARP measures.

3. **Review of Feedback:** After conducting a series of focus group discussions, community workshops, and upon closing the survey, ILG will analyze the feedback collected and identify key themes and insights to include into the CAARP, along with a prioritization of actions/concerns per the community feedback and ranking.
4. **Content Creation:** ILG will work with the city to update the CAARP webpage, online resources, and messaging. ILG will develop educational language on phase 2 of the CAARP for the city to update the CAARP website, which will serve as a central repository for the public to view information, engage with a survey, and submit comments. Information provided will build on engagement from Phase 1, which included an overview of the purpose of the CAARP, updates on what the city has completed so far, results of the Phase 1 survey, and information on how the community's input will be incorporated. ILG will also develop talking points for informing residents and local leaders on the CAARP.
5. **Community Input Integration:** ILG will work with the city to ensure all feedback received is integrated into the CAARP and help translate the feedback into actions, goals, and strategies for the plan. A spreadsheet of all input will be put together to showcase the feedback received, and how the feedback can be incorporated into the CAARP.

Project Deliverables: Draft and final survey, webpage language, summary of engagement activities and key themes and community priorities, focus group and workshop notes, content for outreach activities, attendance in virtual and/or in-person focus groups/workshops.

ADVISORY COMMITTEE SUPPORT (RFP TASK 4)

An advisory committee can be very beneficial for empowering Maywood residents and community stakeholders. It can also present unique challenges and therefore requires strong guidance and facilitation to ensure productive meetings. ILG will attend the virtual Advisory Committee meetings and support the city in facilitation of meetings. ILG will work with the city to educate committee members on the status of the CAARP.

1. **Education Support:** ILG will work with the city to ensure the advisory committee is informed on the importance and potential impact of the CAARP, along with status updates and the process goals and objectives. ILG will assist with the development of meeting materials and be available to answer any questions the committee may have pertaining to the public outreach and engagement efforts, as well as integration of the feedback into the plan.

2. **Meeting Facilitation:** ILG will work with the city to attend up to three, two-hour advisory committee meetings virtually and support the facilitation of the meetings as needed. ILG will also support the agenda development and assist with maintaining positive, engaging, and productive meetings. Should the city need more meetings or time, ILG can be available for an hourly rate dependant on which ILG staff member is involved.
3. **Content Preparation:** ILG will work with the city to prepare committee powerpoint presentations as needed, and provide any form of information needed for the agendized discussion. ILG can also provide instant polling software to gather committee feedback.
4. **Review and Incorporation of Input:** ILG will work with the city to update the CAARP draft to include input provided by the committee.

Project Deliverables: Committee meeting materials, meeting notes, report on committee input and feedback integration, virtual attendance at committee meetings.

FINAL PLAN DEVELOPMENT SUPPORT

ILG will draft the Community Engagement section of the CAARP and work with the city to review the draft and final plan. ILG will also support other aspects of the project as needed, particularly in review of incorporating community feedback into the plan.

Project Deliverables: Draft community engagement report for the CAARP, assistance with development of the entire plan, strategic support

EXHIBIT B
COMPENSATION

Section 4: Cost Proposal

Proposed Budget

The Project Team will complete the project described in this proposal for a fixed fee not to exceed \$50,000.

ILG proposes a contract term of July 2024 to July 2025. The budget allocation by task is as follows:

Administration	\$9,460.00
Community Outreach & Engagement	\$24,820.00
Advisory Committee Support	\$9,000.00
Final Plan Development Support	\$4,890.00
Subtotal for Tasks	\$48,170.00
Other Direct Costs	\$1,830.00
TOTAL Project Cost	\$50,000.00

EXPLANATION OF COSTS

Professional Services – A majority of the costs are related to personnel hours, with more than 70% of our time allocated for community and advisory committee engagement.

Fee Schedule by Position

<i>Staff Title</i>	<i>Cost Per Hour</i>
<i>Executive Director/CEO</i>	\$250
<i>Assistant ED</i>	\$225
<i>Sr. Program Manager</i>	\$190
<i>Program Manager</i>	\$170
<i>Accounts Manager</i>	\$150

Supplies – To ensure that we have the necessary supplies and tools to properly engage with Maywood residents, ILG has set aside \$880 dollars for supplies. The break out is \$80 for survey and engagement software, such as for the use of Qualtrics, Mentimeter, and Monday.com project management software. \$200 is set aside for meeting supplies and materials. \$600 is set aside for any translation and interpretation services needed. This does not include any food, snacks, or soft drinks for inperson events. Those would be at the city's expense.

Travel – To support in person community events, ILG is setting aside a \$950 travel budget for either the project manager or support staff to attend these events. Costs would be charged at cost, not to exceed \$950. Mileage reimbursement would be at the reimbursement rate set by the IRS at the time of travel.

All costs would be billed at least monthly, and have a breakout of each hourly rate and cost.

AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: AUTHORIZE CITY STAFF TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FOR THE CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES CONTRACT

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to advertise a request for proposals for citywide Tree Maintenance and Emergency Response Services.

BACKGROUND:

On September 3, 2019, the City entered into an agreement with contractor North Star Land Care for Tree Trimming and Emergency Response Services. The agreement is due to expire on September 1, 2024.

DISCUSSION:

The RFP seeks proposals from qualified contractors to provide annual services of tree maintenance and emergency response services as needed, within the City limits. The scope of work for the project includes providing all necessary services to perform and complete the proposed tree maintenance work thoroughly and professionally, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner meeting the City's requirements.

The proposed schedule is as follows:

SCHEDULE

Release of Requests for Proposals
Submittal of Questions
Response to Questions
Proposal Due Date
Proposal Review/Evaluation
Optional Interview (if required)
Tentative City Council award
Tentative Start date

DEADLINES

July 25, 2024
August 5, 2024, by 3:00 p.m.
August 9, 2024, by 4:00 p.m.
August 15, 2024, by 4:00 p.m.
Week of August 19, 2024
Week of August 19, 2024
August 28, 2024
September 1, 2024

Staff recommends that the City Council authorize the issuance of a Request for Proposals (RFP) for regular city tree maintenance and emergency services.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with the approval of this item.

ATTACHMENT(S)

1. RFP Tree Maintenance and Emergency Response Services



City of Maywood
Request for Proposals
for
Tree Maintenance and Emergency Response
Services

PROPOSALS MUST BE RECEIVED NO LATER THAN **4:00 PM,**
August 15, 2024, AND SHALL BE SUBMITTED IN
SEARCHABLE PDF FORMAT ON THE CITY'S PORTAL ON
PLANETBIDS AT THE FOLLOWING WEBSITE:

<https://pbsystem.planetbids.com/portal/64496/portal-home>

Date of Issuance: July 25, 2024

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I. PURPOSE

The City of Maywood is seeking proposals from qualified Contractors to provide the City annual services of tree maintenance and emergency response service as needed. The City desires to enter into an Agreement for three (3) years, with two (2) optional one-year extensions.

All interested Contractors shall demonstrate that they have sufficient, readily available resources in the form of trained personnel, support services, equipment, and financial resources to carry out the work without delay or shortcomings.

The City of Maywood will not be liable for costs incurred by the Contractor's incidentals for the preparation of proposals or other responses associated with the proposals, if required. All work and/or performed services will be subject to prevailing wage and related requirements.

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity, informality, or error in any proposal or in the RFP process or reject any proposal which does not comply to this RFP. Modifications to the RFP, including but not limited to the scope of work and services, can be made only by written addendum issued by the City. The successful proposer will be required to enter into an Agreement for Contract Services with the City (Attachment "1"). By submitting a proposal, the proposer agrees to all of the terms of the RFP and Agreement.

II. BACKGROUND

The City of Maywood is issuing this Request for Proposals (RFP) for tree trimming and maintaining of the City's 2317 public trees spread across 1.1 square miles within the city boundaries. Majority of the City's public trees are concentrated within the City's sidewalk parkways. The remainder of the City's public trees are within City owned properties/facilities, medians, and City parks.

III. GENERAL REQUIREMENTS

Contractors wishing to have their bid proposals considered for this project shall submit a statement of firm's qualifications applicable to this project, including the following as a minimum:

- State of California Contractor's License number and expiration date, C-27 & C61/D-49 and any other applicable licenses.
- Names, staff qualifications and proposed duties of staff to be assigned to this project. The Contractor shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of any Service Agreement, as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborists, capable of

communicating with any City representative and be authorized to act on behalf of the firm.

- List of staff qualifications including but not limited to:
 - a. All Certified Arborists employed by the firm.
 - b. All Certified Utility Arborists employed by the firm.
 - c. All Certified Tree workers employed by the firm.
 - d. All Certified Urban Foresters and/or Municipal Arborists employed by the firm.
 - e. All Utility Line Clearance Tree workers employed by the firm.
 - f. California State Licensed Pest Control Advisor and Applicator employed by the firm.
 - g. American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the firm to consult on tree health issues.
 - h. Technicians providing technical support for inventory software.
 - i. Traffic Control Design Specialist(s) and Traffic Control Technician(s) in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.
- References
 - a. List of past Municipality contracted with and number of years of service.
- Corporate Capability
 - a. Affirmative Statement of Compliance with indemnity and insurance.
 - b. Insurance Requirements Vendor will provide Certificate of Insurance(s) for Professional Liability, Commercial General Liability, Auto Liability, and Workers' Compensation as stated in the City's standard terms and conditions.
 - c. All required licensing to complete job.
- Services to be Performed
- Equipment
 - a. A complete list of machinery and equipment, including year, serial number, and license number, to be used for this project and all available equipment in reserve to allow for breakdowns.
- Information Management
 - a. A written description of the proposed software program to be used to manage the City's Tree Inventory.
 - b. Firm's ability to provide accurate inventory updates for all trees serviced.
 - c. A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS).
- Quality Control Plan
 - a. A written description of the firm's plan to report green waste generated and the method for its disposal.
 - b. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the City.)

- c. The methodology in which the firm will handle complaints from the public and damage to public and private property.
 - d. Effective means to correct problems.
- Employee Training
 - a. A written description of the firm's internal tree maintenance and arboricultural training program.
- Schedule of Compensation

The City of Maywood hereby notifies all firms that it will affirmatively insure that in any contract entered into pursuant to this invitation, the City will not discriminate against any firm on the grounds of race, color, sex, or national origin in consideration for the award. All persons responding to this invitation shall be aware that their proposals are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the proposals received.

The City shall select an Individual/Consultant based on a combination of factors, such as: responsiveness and comprehensiveness of the Proposer with respect to this Request for Proposals (RFP); technical background and experience; the number and nature of exceptions taken to the agreement (Attachment 1); previous work performed for other public agencies; information obtained from references; and cost, in addition, the following factors will be considered:

- a. Completeness of the proposal and ability of the Proposer to comply with the mandatory requirements proposed under this RFP.
- b. Whether the Contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference.
- c. Experience implementing similar programs and projects.
- d. Recommendations from prior clients and record of performance on previous contracts or services.
- e. Cost reasonableness
- f. The City is not liable for any expenses incurred by any proposer prior to issuing the contract.
- g. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
- h. Proposals are to be submitted in the same envelope, clearly marked with the Contractor name, address and phone number. Only one proposal per Contractor will be considered.
- i. All work product generated by the Agreement will be owned by the City.

IV. SCOPE OF SERVICES

The City of Maywood is seeking proposals from qualified Contractors to provide annual services of tree maintenance and emergency response service as needed, within the

City's Community. The scope of work provided in this RFP shall be used as a guideline; however, it is the Contractor's responsibility to provide all necessary services to ensure the services are completed efficiently and in full compliance with applicable procedures and standards. The scope of work for the project includes providing all necessary services to perform and complete the proposed tree maintenance work thoroughly and professionally, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner meeting the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree pruning	12. Palm crown/nut trimming and shaping
2. Tree removal	13. Root pruning
3. Tree planting	14. Specialty equipment rental
4. Crew rental	15. Arborist services/inspection
5. Emergency response	16. Foliar and pesticide treatments
6. Line clearance pruning	17. Additional work
7. Clearance pruning	18. Data entry
8. Grid pruning program	19. Webpage development
9. Tree watering	20. GPS Tree inventory
10. Small tree care	21. Online maintenance access*
11. Palm trunk skinning	
*Online maintenance is defined as Internet access to an Urban Forestry Management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility (if applicable).	

1) ANNUAL PRUNING PROGRAM

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned once every other year. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower, certain Palm tree specimens). Service request pruning or pruning to reduce and/or pruning to restore will fall under Crew Rental.

2) TREE INVENTORY/GPS REQUIREMENT

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, invoice records, service requests, summary reports and pictures of City tree species. The Contractor shall provide

software support to the City for the entire term of the contract. The Contractor may be asked to provide the City with recommendations for tree maintenance, and recommended removals. Attributes to be collected by field personnel for inventory purposes may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

3) GPS TREE INVENTORY DETAIL

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, sidewalk parkways, City Parks, City owned properties/facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. Within the first 90 days of the project contract, the City will receive a complete listing of all sites inventoried, both in hard copy, digital and flash drive, which will enable you to connect the inventory to the City's GIS program and create various frequency reports. A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor shall be required to create an ESRI ArcView/ArcGIS or equivalent, compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. Minimum accuracy shall be not more than one (1) meter.

EXPERIENCE

The Contractor shall have at a minimum five (5) years' experience in collecting tree inventories and technical expertise developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user- friendly program should allow customers to generate a variety of reports quickly.

SCOPE OF WORK

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance, and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

• Tree Number	• City District/UGrid/LLDs/Parks/R-Areas/Residential
• Street	• Location by Address
• Location by GIS	• Species by botanical name & common name
• Tree diameter (DBH)	• Tree height
• Recommended Maintenance Classification	• Existing overhead Utilities
• Parkway Size	• Parkway Type
• Sidewalk damage	• Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

1) PROJECT SPECIAL PROVISIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Maywood is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

2) WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, 2133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018. The City of Maywood shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the aforementioned standards.

3) TRAFFIC SAFETY

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of regular maintenance work and emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

4) WORK STANDARDS

Limbs one inch (1 ") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1 ') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½) or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City of Maywood. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis. On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

- a. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- b. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
- c. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- d. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- e. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance

with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert **(USA)**.

- f. No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- g. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- h. When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be disinfected after each cut with alcohol or bleach.
- i. Topping shall not be done unless specifically requested by the City.
- j. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- k. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (20%) percent but no more than thirty (40%) percent.
- l. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- m. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- n. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.
- o. Dead and/or dying trees, engulfed with fungus, sick, damaged, diseased or insect infested shall be brought to the City's attention. Based on the Contractor's recommendation, the City will approve or disapprove removal of the tree. Contractor shall remove the tree and roots completely upon City approval.

5) PRUNING FOR TRAFFIC CLEARANCES

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under

"Pruning to Raise." Clearance trims shall be performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City of Maywood and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and fourteen feet (14') over the curb line and nine feet (9') over the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

6) PRUNING OF PALM TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in accordance the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing Palm trees is prohibited, unless specifically approved by the City of Maywood. The Contractor shall be required to use a boom or bucket truck, with sufficient height to reach the crown for the purpose of pruning City palm trees.
- b. Palm Skinning - Dead fronds, and parts thereof,
- c. including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" - 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.
- d. Canary Palm pine/nut trimming and shaping (additional service and cost) shall be directed by the Public Works Superintendent or his authorized representative. This trimming is for both safety and aesthetic purposes. A symmetrical shape and pleasing appearance typical of the species is desired.

7) SERVICE REQUEST TREE PRUNING

Trees that need service prior to their scheduled grid trim for aesthetic shall be trimmed within one week of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (14') feet over the roadway and nine (9') feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic

control devices, traffic signs, and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

8) TREE REMOVALS

Trees that are candidates for removal, shall be identified and marked by the Contractor. The Contractor shall notify the City of candidates for removal. The City can also notify the Contractor of candidates for removal. The Contractor shall also notify the homeowner of the up-and-coming removal work. Contractor bears sole responsibility for this task. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or a boom/bucket truck over seventy-five (75') feet would fall under Crew Rental rates. The City of Maywood shall make the final determination to remove. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the Public Works Superintendent. No wood shall be left along public right-of-way unless approved by the Public Works Superintendent or his authorized representative. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark, and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The Contractor is responsible for marking trees so that they are easily identifiable by Underground Service Alert. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1 ½) feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

9) TREE PLANTING

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The Contractor shall be responsible for marking locations based off the City's recommendation and the Contractor will notify Underground Service Alert (USA) prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while back filling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1 ½) inch diameter. Tree ties shall be placed at one third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- h. Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after

planting.

- i. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI 260.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

10) CREW RENTAL

The standard crew is three men, one chipper truck, one chipper, one boom/ bucket truck and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, hanging banners, hanging Holiday lighting/decorations, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

11) EMERGENCY RESPONSE

The Contractor shall be required to provide emergency, on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time (24/7). The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the

Contractor shall be required to notify the responsible utility company. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

12) LINE CLEARANCE PRUNING

During the course of this contract the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations, and orders. The manager overseeing the project shall be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in, or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

13) TREE WATERING

Watering is performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

14) SMALL TREE CARE

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

15) ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

16) TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employee staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA), and

Manual on Uniform Traffic Control Devices (MUTCD). Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use, furthermore, the City may require a Traffic delineation and safety plan to be submitted on selected jobs. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety. Illuminated ATSSA approved equipment may be required in low light situations including, but not limited to: dawn, dusk, low light, rain, snow, evening, night if these situations present themselves on a daily work flow basis, or on emergency responses. All such determinations shall be made by the above mentioned Traffic Control Design Specialist, and then approved by the appropriate City Public Works Department Staff.

17) PUBLIC NOTICE OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

18) WORK SITE CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City Yard, or on other designated City Property. However, the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The Public Works Superintendent or his authorized representative, shall be the sole judge as to the adequacy of the clean-up.

19) DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with CA Assembly Bill 939.

- Greenwaste Recycling Report : Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the Contract Officer on a monthly basis.

- Wood Chips: Chips generated from pruning operations within the City of Maywood may first be dumped at a City designated site. At the direction of the Contract Officer or his authorized representative, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. When pre-authorized, these chips shall be dumped in specified locations in the City.
- Milling (additional service & cost): At the direction of the Contract Officer, and/or Public Works Coordinator, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

20) PARKING

The City of Maywood will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract, on preauthorized specific jobs. The vendor will hold the City of Maywood harmless and release the City of liability for the result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

21) INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service, email and via work order system on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st - 15th, 15th - end of month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

22) INSPECTIONS

The City of Maywood or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

23) WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- Defective or inadequate work not corrected.
- Claims filed, or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

24) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

- a. The City may modify these specifications with the joint approval of the Contractor and the Public Works Coordinator. All modifications shall be in writing.
- b. In the event that the City of Maywood should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
- c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
- d. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
- e. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

25) COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City of Maywood shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City of Maywood and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

26) REQUESTS FOR CLARIFICATION

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Maywood Public Works Superintendent for corrections, clarification, or interpretation of the points in question. **The person submitting such request shall be responsible for its prompt delivery TBD**

In the event that the Public Works Superintendent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these

documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

V. SCHEDULE

Deadlines

Release of Requests for Proposals	July 25, 2024
Submittal of Questions	August 5, 2024, by 3:00 p.m.
Response to Questions	August 9, 2024, by 4:00 p.m.
Proposal Due Date	August 15, 2024, by 4:00 p.m.
Proposal Review/Evaluation	Week of August 19, 2024
Optional Interview (if required)	Week of August 19, 2024
Tentative City Council award	August 28, 2024
Tentative Start date	September 1, 2024

* These dates are anticipated and may change.

VI. QUESTIONS

All inquiries regarding this request must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

VII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP.

Proposals shall be submitted in searchable PDF format on the City's portal on PlanetBids at the following website: <https://pbsystem.planetbids.com/portal/64496/portal-home>

Please address the Proposals to:
City of Maywood
Attention: Jerry Gomez
4319 Slauson Avenue
Maywood, CA 90270

Separate files shall be submitted for Technical and Cost Proposals. Submittals received after the specified date and time will be considered late and will not be considered for further evaluation.

VIII. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The proposal shall not exceed 20 pages. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
 - b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
 - c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
2. Table of Contents
 - a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
3. Experience and Qualifications
 - a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial,

equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.

- b. Provide a summary of Respondents qualification and experience in drone shows and programming. At a minimum, Respondent should have at least five (5) years consecutive experience.
 - c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.
 5. Proposed Materials and Services
 - a. Proposal should indicate the company's availability to provide the items listed in Attachment 1 and any other relevant materials and services for this proposal.
 6. Substitutions
 - a. If you are unable to provide all the requested items, please indicate comparable substitutions and/or submit bid proposal for partial equipment. Pricing must be itemized for each individual item and include tax and delivery/takedown.

B. COST PROPOSAL

1. Detailed Cost Proposal
 - a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis

- as appropriate) for the term of the contract. Costs should include all services and materials, if any, needed to perform the Scope of Services.
- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
 - c. In addition, Respondent shall also submit the rates/compensation for any “additional services” that Respondent can provide.
 - d. Provide a PDF file of the cost proposal and make clear all extra fees.

IX. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood’s Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent’s submission of a proposal indicates Respondent’s compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the City maintains discretion to accept or reject the Respondent’s request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

X. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City’s objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees, or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify, or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XI. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section IV - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the

- quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the City
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the City to be relevant to the performance of these services.

XIII. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XIV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XV. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform Tree Maintenance and Emergency Response Services.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. CONSULTANT'S SERVICES.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services

required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. TERM OF AGREEMENT. THE TERM OF THIS AGREEMENT SHALL BE FROM THE EFFECTIVE DATE THROUGH _____, UNLESS SOONER TERMINATED AS PROVIDED IN SECTION 12 OF THIS AGREEMENT OR EXTENDED.

3. COMPENSATION.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. METHOD OF PAYMENT.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. INDEPENDENT CONTRACTOR. CONTRACTOR IS, AND SHALL AT ALL TIMES REMAIN AS TO CITY, A WHOLLY INDEPENDENT CONTRACTOR. CONTRACTOR SHALL HAVE NO POWER TO INCUR ANY DEBT, OBLIGATION, OR LIABILITY ON BEHALF OF CITY. NEITHER CITY NOR ANY OF ITS AGENTS SHALL HAVE CONTROL OVER THE CONDUCT OF CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, EXCEPT AS SET FORTH IN THIS AGREEMENT. CONTRACTOR SHALL NOT, AT ANY TIME, OR IN ANY MANNER, REPRESENT THAT IT OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES ARE IN ANY MANNER EMPLOYEES OF CITY.

6. INFORMATION AND DOCUMENTS.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. CONFLICTS OF INTEREST. CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS, IF ANY, SHALL COMPLY WITH ALL CONFLICT OF INTEREST STATUTES OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTOR'S SERVICES UNDER THIS AGREEMENT, INCLUDING THE POLITICAL REFORM ACT (GOV. CODE § 81000, *ET SEQ.*) AND GOVERNMENT CODE SECTION 1090. DURING THE TERM OF THIS AGREEMENT, CONTRACTOR MAY PERFORM SIMILAR SERVICES FOR OTHER CLIENTS, BUT CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS SHALL NOT, WITHOUT THE CITY REPRESENTATIVE'S PRIOR WRITTEN APPROVAL, PERFORM WORK FOR ANOTHER PERSON OR ENTITY FOR WHOM CONTRACTOR IS NOT CURRENTLY PERFORMING WORK THAT WOULD REQUIRE CONTRACTOR OR ONE OF ITS OFFICERS, EMPLOYEES, ASSOCIATES OR SUBCONTRACTORS TO ABSTAIN FROM A DECISION UNDER THIS AGREEMENT PURSUANT TO A CONFLICT OF INTEREST STATUTE. CONTRACTOR SHALL INCORPORATE A CLAUSE SUBSTANTIALLY SIMILAR TO THIS SECTION INTO ANY SUBCONTRACT THAT CONTRACTOR EXECUTES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or

willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. INSURANCE.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or

subconsultants from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. SubContractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. MUTUAL COOPERATION.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. RECORDS AND INSPECTIONS. CONTRACTOR SHALL MAINTAIN COMPLETE AND ACCURATE RECORDS WITH RESPECT TO TIME, COSTS, EXPENSES, RECEIPTS, CORRESPONDENCE, AND OTHER SUCH INFORMATION REQUIRED BY CITY THAT RELATE TO THE PERFORMANCE OF THE SERVICES. ALL SUCH RECORDS SHALL BE MAINTAINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND SHALL BE CLEARLY IDENTIFIED AND READILY ACCESSIBLE. CONTRACTOR SHALL PROVIDE FREE ACCESS TO CITY, ITS DESIGNEES AND REPRESENTATIVES AT REASONABLE TIMES, AND SHALL ALLOW CITY TO EXAMINE AND AUDIT THE BOOKS AND RECORDS, TO MAKE TRANSCRIPTS THEREFROM AS NECESSARY, AND TO INSPECT ALL WORK, DATA, DOCUMENTS, PROCEEDINGS AND ACTIVITIES RELATED TO THIS AGREEMENT. SUCH RECORDS, TOGETHER WITH SUPPORTING DOCUMENTS, SHALL BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER RECEIPT OF FINAL PAYMENT.

12. TERMINATION OF AGREEMENT.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least ten calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. FORCE MAJEURE. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IF CONTRACTOR PRESENTS ACCEPTABLE EVIDENCE, IN CITY'S SOLE JUDGMENT, THAT SUCH FAILURE WAS DUE TO ACTS OF GOD, EMBARGOES, INABILITY TO OBTAIN LABOR OR MATERIALS OR REASONABLE SUBSTITUTES FOR LABOR OR MATERIALS, GOVERNMENTAL RESTRICTIONS, GOVERNMENTAL REGULATIONS, GOVERNMENTAL CONTROLS, JUDICIAL ORDERS, ENEMY OR HOSTILE GOVERNMENTAL ACTION, CIVIL COMMOTION, FIRE OR OTHER CASUALTY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL AND NOT DUE TO ANY ACT BY CONTRACTOR.

14. DEFAULT.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. NOTICES. ANY NOTICE, CONSENT, REQUEST, DEMAND, BILL, INVOICE, REPORT OR OTHER COMMUNICATION REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND CONCLUSIVELY DEEMED EFFECTIVE: (A) ON PERSONAL DELIVERY, (B) ON CONFIRMED DELIVERY BY COURIER SERVICE DURING CONTRACTOR'S AND CITY'S REGULAR BUSINESS HOURS, OR (C) THREE BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAIL, BY FIRST CLASS MAIL, POSTAGE PREPAID, AND ADDRESSED TO THE PARTY TO BE NOTIFIED AS SET FORTH BELOW:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Contractor:

16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. IN THE PERFORMANCE OF THIS AGREEMENT, CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE, SUBCONTRACTOR OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION, SEXUAL ORIENTATION OR OTHER BASIS PROHIBITED BY LAW. CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUBCONTRACTORS AND APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION OR SEXUAL ORIENTATION.

17. PROHIBITION OF ASSIGNMENT AND DELEGATION. CONTRACTOR SHALL NOT ASSIGN ANY OF ITS RIGHTS OR DELEGATE ANY OF ITS DUTIES UNDER THIS AGREEMENT, EITHER IN WHOLE OR IN PART, WITHOUT CITY'S PRIOR WRITTEN CONSENT. CITY'S CONSENT TO AN ASSIGNMENT OF RIGHTS UNDER THIS AGREEMENT SHALL NOT RELEASE CONTRACTOR FROM ANY OF ITS OBLIGATIONS OR ALTER ANY OF ITS PRIMARY OBLIGATIONS TO BE PERFORMED UNDER THIS AGREEMENT. ANY ATTEMPTED ASSIGNMENT OR DELEGATION IN VIOLATION OF

THIS SECTION SHALL BE VOID AND OF NO EFFECT AND SHALL ENTITLE CITY TO TERMINATE THIS AGREEMENT. AS USED IN THIS SECTION, "ASSIGNMENT" AND "DELEGATION" MEANS ANY SALE, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE OR OTHER TRANSFER OF ALL OR ANY PORTION OF THE RIGHTS, OBLIGATIONS, OR LIABILITIES IN OR ARISING FROM THIS AGREEMENT TO ANY PERSON OR ENTITY, WHETHER BY OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF THE LEGAL FORM OF THE TRANSACTION IN WHICH THE ATTEMPTED TRANSFER OCCURS.

18. NO THIRD PARTY BENEFICIARIES INTENDED. THIS AGREEMENT IS MADE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND NO OTHER PERSON OR ENTITY MAY HAVE OR ACQUIRE A RIGHT BY VIRTUE OF THIS AGREEMENT.

19. WAIVER. NO DELAY OR OMISSION TO EXERCISE ANY RIGHT, POWER OR REMEDY ACCRUING TO CITY UNDER THIS AGREEMENT SHALL IMPAIR ANY RIGHT, POWER OR REMEDY OF CITY, NOR SHALL IT BE CONSTRUED AS A WAIVER OF, OR CONSENT TO, ANY BREACH OR DEFAULT. NO WAIVER OF ANY BREACH, ANY FAILURE OF A CONDITION, OR ANY RIGHT OR REMEDY UNDER THIS AGREEMENT SHALL BE (1) EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY THE PARTY MAKING THE WAIVER, (2) DEEMED TO BE A WAIVER OF, OR CONSENT TO, ANY OTHER BREACH, FAILURE OF A CONDITION, OR RIGHT OR REMEDY, OR (3) DEEMED TO CONSTITUTE A CONTINUING WAIVER UNLESS THE WRITING EXPRESSLY SO STATES.

20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. THE ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT MADE UNDER THIS AGREEMENT SHALL OPERATE AS AND BE A RELEASE OF CITY FROM ALL CLAIMS AND LIABILITIES FOR COMPENSATION TO CONTRACTOR FOR ANYTHING DONE, FURNISHED OR RELATING TO CONTRACTOR'S WORK OR SERVICES. ACCEPTANCE OF PAYMENT SHALL BE ANY NEGOTIATION OF CITY'S CHECK OR THE FAILURE TO MAKE A WRITTEN EXTRA COMPENSATION CLAIM WITHIN TEN CALENDAR DAYS OF THE RECEIPT OF THAT CHECK. HOWEVER, APPROVAL OR PAYMENT BY CITY SHALL NOT CONSTITUTE, NOR BE DEEMED, A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS FOR THE ACCURACY AND COMPETENCY OF THE INFORMATION PROVIDED AND/OR WORK PERFORMED; NOR SHALL SUCH APPROVAL OR PAYMENT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY OR LIABILITY BY CITY FOR ANY DEFECT OR ERROR IN THE WORK PREPARED BY CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS.

21. CORRECTIONS. IN ADDITION TO THE ABOVE INDEMNIFICATION OBLIGATIONS, CONTRACTOR SHALL CORRECT, AT ITS EXPENSE, ALL ERRORS IN THE WORK WHICH MAY BE DISCLOSED DURING CITY'S REVIEW OF CONTRACTOR'S REPORT OR PLANS. SHOULD CONTRACTOR FAIL TO MAKE SUCH CORRECTION IN A REASONABLY TIMELY MANNER, SUCH CORRECTION MAY BE MADE BY CITY, AND THE COST THEREOF SHALL BE CHARGED TO CONTRACTOR. IN ADDITION TO ALL OTHER AVAILABLE REMEDIES, CITY MAY DEDUCT THE COST OF SUCH CORRECTION FROM ANY RETENTION AMOUNT HELD BY CITY OR MAY WITHHOLD PAYMENT OTHERWISE OWED CONTRACTOR UNDER THIS AGREEMENT UP TO THE AMOUNT OF THE COST OF CORRECTION.

22. NON-APPROPRIATION OF FUNDS. PAYMENTS TO BE MADE TO CONTRACTOR BY CITY FOR SERVICES PERFORMED WITHIN THE CURRENT FISCAL YEAR ARE WITHIN THE CURRENT

FISCAL BUDGET AND WITHIN AN AVAILABLE, UNEXHAUSTED FUND. IN THE EVENT THAT CITY DOES NOT APPROPRIATE SUFFICIENT FUNDS FOR PAYMENT OF CONTRACTOR'S SERVICES BEYOND THE CURRENT FISCAL YEAR, THIS AGREEMENT SHALL COVER PAYMENT FOR CONTRACTOR'S SERVICES ONLY TO THE CONCLUSION OF THE LAST FISCAL YEAR IN WHICH CITY APPROPRIATES SUFFICIENT FUNDS AND SHALL AUTOMATICALLY TERMINATE AT THE CONCLUSION OF SUCH FISCAL YEAR.

23. EXHIBITS. EXHIBITS A AND B CONSTITUTE A PART OF THIS AGREEMENT AND ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. IF ANY INCONSISTENCY EXISTS OR ARISES BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF ANY EXHIBIT, OR BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF CONTRACTOR'S PROPOSAL, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

24. ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT. THIS AGREEMENT AND ALL EXHIBITS REFERRED TO IN THIS AGREEMENT CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDE ALL OTHER PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN UNDERSTANDINGS AND AGREEMENTS OF THE PARTIES. NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, NOR IS ANY PARTY RELYING ON, ANY REPRESENTATION OR WARRANTY EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED, NOR ANY PROVISION OR BREACH HEREOF WAIVED, EXCEPT IN A WRITING SIGNED BY BOTH PARTIES.

25. HEADINGS. THE HEADINGS IN THIS AGREEMENT ARE INCLUDED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT AFFECT THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT OR ANY OF THE RIGHTS OR OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT.

26. WORD USAGE. UNLESS THE CONTEXT CLEARLY REQUIRES OTHERWISE, (A) THE WORDS "SHALL," "WILL" AND "AGREES" ARE MANDATORY AND "MAY" IS PERMISSIVE; (B) "OR" IS NOT EXCLUSIVE; AND (C) "INCLUDES" OR "INCLUDING" ARE NOT LIMITING.

27. TIME OF THE ESSENCE. TIME IS OF THE ESSENCE IN RESPECT TO ALL PROVISIONS OF THIS AGREEMENT THAT SPECIFY A TIME FOR PERFORMANCE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT OR DEPRIVE A PARTY OF THE BENEFITS OF ANY GRACE OR USE PERIOD ALLOWED IN THIS AGREEMENT.

28. BUSINESS DAYS. "BUSINESS DAYS" MEANS DAYS MAYWOOD CITY HALL IS OPEN FOR BUSINESS.

29. GOVERNING LAW AND CHOICE OF FORUM. THIS AGREEMENT, AND ANY DISPUTE ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT THAT ANY RULE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE APPLIED IN INTERPRETING THIS AGREEMENT. ANY DISPUTE THAT ARISES UNDER OR RELATES TO THIS AGREEMENT (WHETHER CONTRACT, TORT OR BOTH) SHALL BE RESOLVED IN A SUPERIOR COURT WITH GEOGRAPHIC JURISDICTION OVER THE CITY OF MAYWOOD.

30. ATTORNEYS' FEES. IN ANY LITIGATION OR OTHER PROCEEDING BY WHICH A PARTY SEEKS TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR BOTH) OR SEEKS A DECLARATION OF ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL ATTORNEYS' FEES, EXPERTS' FEES, AND OTHER COSTS ACTUALLY INCURRED IN CONNECTION WITH SUCH LITIGATION OR OTHER PROCEEDING, IN ADDITION TO ALL OTHER RELIEF TO WHICH THAT PARTY MAY BE ENTITLED.

31. SEVERABILITY. IF A COURT OF COMPETENT JURISDICTION HOLDS ANY PROVISION OF THIS AGREEMENT TO BE ILLEGAL, INVALID OR UNENFORCEABLE FOR ANY REASON, THE VALIDITY OF AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED AND CONTINUE IN FULL FORCE AND EFFECT.

32. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, ALL OF WHICH SHALL BE DEEMED AN ORIGINAL, AND ALL OF WHICH WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

33. CORPORATE AUTHORITY. EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF HIS OR HER PARTY WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THAT PARTY AND THAT BY SUCH EXECUTION, THAT PARTY IS FORMALLY BOUND TO THE PROVISIONS OF THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Contractor:

City of Maywood,
a California municipal corporation

By: _____

By: _____

Eddie De LA Riva, Mayor

Name: _____

Title: _____

ATTEST:

By: _____

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG)

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept the project completion for the Sidewalk Rehabilitation Project FY 2023-2024 (CDBG) as performed by S & H Civil Works, Inc., for a total amount of \$92,422.70; and
2. Authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and
3. Authorize the City Manager to release a retention payment of \$4,621.14 to S & H Civil Works within 35 days following recordation of the Notice of Completion.

BACKGROUND:

On April 24, 2024, the City Council awarded a public works contract totaling \$81,715.00 to S & H Civil Works for the Sidewalk Rehabilitation Project FY 2023-2024 (CDBG). The project construction budget also includes contingency budget of \$20,429.00 (25% of Contract) for any unforeseen conditions as necessary. The total established construction budget was \$102,144.00.

Construction activities were completed by the Contractor and confirmed by the City Engineer. The work was completed within the approved budget.

DISCUSSION:

The project includes removal of existing sidewalks, spandrels and curb ramps at various locations Citywide and other incidental and appurtenant work necessary for the proper construction of new sidewalks, spandrels and curb ramps.

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$92,422.70, which is within the approved construction budget.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action, work was completed within previously approved budget.

ATTACHMENT(S)

1. Attachment 1 Notice of Completion

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MAYWOOD
4319 E Slauson Ave
Maywood, CA 90270

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Maywood
3. The full address of the owner is: 4319 E Slauson Ave, Maywood, CA 90270
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
NONE		

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on June 22, 2024.
The work was: Sidewalk Rehabilitation Project FY 2023-2024 (CDBG)

8. The name of the contract, if any, for such work of improvement was
S&H Civil Works May 1, 2024
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in Maywood, County of Los Angeles, State of California, and is described as follows: City owned various locations.

10. The street address of the property is None
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

_____, City Manager
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the _____ of _____, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

SUBJECT: DISCUSS AND PROVIDE DIRECTION REGARDING PARK USAGE FEES AND ADOPTING RULES AND REGULATIONS FOR FIELD RESERVATIONS AT DODGERS DREAMFIELD AT MAYWOOD PARK

RECOMMENDATION:

Staff recommends that the City Council provide direction on the proposed fee usage and approve the updated rules and regulations for the Dodgers Dreamfield at Maywood Park.

BACKGROUND:

On August 10, 2022, the City Council directed the staff to undertake research on the following topics:

1. Imposing penalties for groups found drinking during or after field reservations; and
2. Explore the possibility of suspending groups and implementing a non-refundable deposit in case of alcohol consumption, with the potential for a two-year suspension after an initial warning.

In addition, the City retained Revenue & Costs Specialists in November 2023 to assist in the review of the current fee schedule for the baseball field rental.

DISCUSSION:

Alcohol Consumption

On March 22, 2023, the City Council approved Ordinance No. 23-03, which amends the general penalty provisions in the Maywood Municipal Code. It also revises the classification of penalties for violations related to activities in the Parks, as outlined in Chapter 3 of Title 10 of the Maywood Municipal Code. The violations cover a range of offenses, such as damaging and removing park property, camping, and possessing, carrying, or consuming intoxicating liquor in a park. The ordinance designates any violation of Section 10-3.01 as a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000.00), imprisonment for a term not exceeding six (6) months, or both fine and imprisonment. This ordinance enhances the enforcement capabilities of the Sheriff's Department and the City Prosecutor in dealing with these violations.

In light of these developments, staff has updated the rules and regulations that will be enforced for reserving the Dodgers Dreamfield at Maywood Park. Additionally, the following policies have been added:

1. Consistent with the approved Ordinance No. 23-03, as amended on March 22, 2023, by the Maywood

City Council, any violations, including damaging and removing park property, camping, and possessing, carrying, or consuming intoxicating liquor in a park, will be treated as a misdemeanor under Section 10-3.01. Convictions for such violations may result in a fine not exceeding one thousand dollars (\$1,000.00), imprisonment for a term not exceeding six (6) months, or both fine and imprisonment.

2. Individuals caught violating these policies will forfeit their deposit and may face potential suspension of any future reservations at the discretion of the City Manager.

Rental Requests

Interest in renting the Dodger Dreamfield has increased over the past year. Due to this, staff researched nearby cities with similar field rentals and found that most have classification groups to determine priority in field assignment. For consistency with reservations, classification groups have been added to the rules and regulations for the City Council's consideration. Additionally, due to the increased demand, staff have expanded the available rental hours. Staff recommends that the City Council consider the following classifications and rental availability:

Group Classifications

1. Activities or programs conducted and/or sponsored or co-sponsored by the City of Maywood.
2. Schools located within the City of Maywood.
3. Recognized groups that partnered with the City for the park renovation.
4. Resident Youth Non-Profit Groups (60% residency)
5. Non-Profit Resident Adult Groups (60% residency)
6. Youth Resident Groups (60% residency)
7. Adult Resident Groups (60% residency)
8. All Other Groups

FIELD USAGE AVAILABILITY

Field availability is as follows:

- During the months of March to May, the field will be reserved for LAUSD Maywood High School Baseball & Softball Teams.
- During the months of April to August, the field will be reserved for the YMCA Dodgers Dreamteam Program.
- On days that the schools are not using the field, the Dodgers Dreamteam Program will have priority.

FIELD RENTAL HOURS

February	Monday – Friday Saturdays	10AM – 2PM 9AM – 2PM
March – May	Monday – Friday Saturdays	9AM – 11AM No Availability
May - August	Monday – Friday Saturdays	9AM – 3PM No Availability
August – October	Monday – Friday Saturdays	9AM – 3PM 9AM – 2PM

Fee Considerations:

Staff has identified the cost per hour to operate the field, as found in detail within the attached report, at \$152.71 per hour. However, based on surrounding field rentals, the marketplace would not be willing to pay this hourly rate. Based on this finding and the attached field rental comparison report, staff recommends that the City Council only increase costs for staff time and for use of the score board which would need to be

monitored by City staff. Below is a chart which breaks down these proposed fees.

Maywood	Current Fees	Proposed Fees
Field Rental	\$35/hour(base set up included)	\$35/hour(base set up included)
Nighttime rate	\$50/hour(base & lights included)	\$50/hour(base & lights included)
Field Lights	Included in Night Fee	Included in Night Fee
Scoreboard	None	\$20 Per Hour
Staff fees	\$16 Per Hour	\$20 Per Hour
Field Prep (Dragging field & Chalking lines)	\$75 (optional)	\$75 (optional)
Batting Cages		Included in Field Rental Fee
Security Deposit	\$200	\$200

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no significant fiscal impact related to this action. Ultimately, the fee established by the City Council will ultimately assist with offsetting the maintenance of the field.

ATTACHMENT(S)

1. Dodgers Dreamfield Field Study
2. New FieldReservation&Guidelines 2024

Dodgers Baseball Field Study for the City of Maywood

July 2024



Prepared by:

Revenue & Cost Specialists, LLC

1519 E Chapman Ave, Ste C

Fullerton, CA 92831

www.revenuecost.com



The City of Maywood contracted with RCS to identify the costs of the Dodgers Baseball Field and review rental fees for the Field. To do this, we met with City staff and identified the contract cost to maintain the field and remove graffiti, which is detailed below.

	MONTHLY	ANNUAL
CONTRACT MAINTENANCE	\$4,500	\$54,000
GRAFFITI REMOVAL		\$1,128
TOTAL FIELD COST		\$55,128
COST PER HOUR USED	\$55,128 / 361 Hrs Used - See Appx A	\$152.71
COST PER HOUR AVAILABLE	\$55,128 / 3,713 Hrs Avail. - See Appx A	\$14.85
LIGHTS		
ELECTRICITY COST PER HOUR		\$15

The City does not have records to be able to detail the electricity costs per hour for the field. Therefore, we used an industry standard of \$15 per hour, which includes electricity as well as maintenance and replacement of the lights. The actual cost could vary by the type and age of the lights.

The cost per hour is calculated in two ways. Since a field is typically used far less than it is available, the cost per hour used is far higher than cost per hour available during daylight hours. The groups that currently use the Field are listed below.

	<u>Annual Hours Used</u>
Southeast Rio Vista YMCA	240
MaCES High School Baseball Team	91
Maywood Academy High School Baseball Team	30

This information is provided in more detail as Appendix A.

Once we identify the cost per hour to operate the Field, it informs our views of changes to the fees that could occur. But the determining factor for the fee is what the marketplace is willing to pay. It does no good to set the fee at cost recovery based on hours used (\$152.71 per hour) if no one is willing to pay

that fee. Therefore, we performed a fee comparison of similar nearby baseball fields. This survey information is detailed in Appendix B. There is a wide range of fees depending on the quality of the field and decisions to subsidize certain groups, especially local sports groups.

But, based on all this information, we determined that very few changes are needed to the City's current fees, other than adding an electronic scoreboard fee and a security deposit. The current and proposed fees are listed below.

	Current Fees	Proposed Fees
Field Rental	\$35/hour(base set up included)	\$35/hour(base set up included)
Nighttime rate	\$50/hour(base & lights included)	\$50/hour(base & lights included)
Field Lights	Included in Night Fee	Included in Night Fee
Scoreboard	None	\$20 Per Hour
Staff fees	\$16 Per Hour	\$20 Per Hour
Field Prep (Dragging field & Chalking lines)	\$75 (optional)	\$75 (optional)
Batting Cages	\$10/hour	Include in Field Rental Fee
Security Deposit	\$200	\$200

We feel that these fees fit within the marketplace for the quality of the field while recovering some of the operating costs.

RCS would like to thank City staff for their help with this report.

Respectfully submitted,



Eric Johnson
President

CITY OF MAYWOOD
DODGERS BASEBALL FIELD
FIELD USAGE DETAIL

Appendix A

ORGANIZATION/RENTAL	MONTHS REQUESTED	DAYS USED	HOURS USED	TOTAL HOURS	TOTAL REVENUE
Southeast Rio Vista YMCA	April 17 – August 31	Monday – Thursday	2 hours per day	160 hours	\$0 partner
		Saturday	4 hours per day	80 hours	
MaCES High School Baseball Team	January 30 – May 10	Monday – Friday	2 hours (practice) Game days vary	68 hours (practice) 23 hours (games) TOTAL- 91 HOURS	\$3,182.00
Maywood Academy High School Baseball Team	March 21 & 28 April 18, 25, 28	Tuesday, Thursday & Friday	5 hours per day	30 hours	\$1,050.00

TOTAL HOURS USED **361**

TOTAL HOURS AVAILABLE

DAYTIME:

NOV-MAR 8AM-5PM 1,359

APR-OCT 8AM-7PM 2,354

LIGHTED:

NOV-MAR 5PM-10PM

APR-OCT 7PM-10PM

TOTAL **3,713**

Maywood	Current Fees	Proposed Fees
Field Rental	\$35/hour(base set up included)	\$35/hour(base set up included)
Nighttime rate	\$50/hour(base & lights included)	\$50/hour(base & lights included)
Field Lights	Included in Night Fee	Included in Night Fee
Scoreboard	None	\$20 Per Hour
Staff fees	\$16 Per Hour	\$20 Per Hour
Field Prep (Dragging field & Chalking lines)	\$75 (optional)	\$75 (optional)
Batting Cages	\$10/hr	Include in Field Rental Fee
Security Deposit	\$200	\$200

CUDAHY	HUNTINGTON PARK	BELL GARDENS	UPLAND	TORRANCE	DOWNEY	SANTA FE SPRINGS
\$25/hour	\$11-\$36/hour		\$3-\$30/hour	\$10-\$20/hour	\$24-\$40/hour	\$30/hour
		\$40/hr (resident) \$45/hr (non-resident)				\$40/hour
\$10/hour	\$11-\$16/hour	\$15/hour	\$4-\$25/hour	\$18/hour	\$27/hour	
	\$9/hour (staff fees required)					
\$15/hour	\$18/hour		\$65/hour	\$36/hour		
	\$7 chalking field only		\$15/hr mainten. fee	\$35 chalk & bases \$60 water & dragging		\$20/field
	(private party) \$31/hour \$21/30min \$12/15min				(up to 4 people) \$40 w/machine/30min \$35 no machine/30min \$65 w/machine/hour \$50 no machine/hour	\$18/15min \$25/30min \$35/45min \$40/hr \$60/1.5hrs \$70/2hrs
	\$150		\$500		\$50	\$100



RULES AND REGULATIONS GOVERNING USE OF DODGERS DREAMFIELD AT MAYWOOD PARK

**Dodger Dreamfield at Maywood Park
4801 E. 58th Street, Maywood, CA 90270**

**Maywood City Hall
4319 E. Slauson Avenue, Maywood, CA. 90270
(323) 562- 5700**

**Community Services Department
4319 E. Slauson Ave. Maywood, CA 90270
(323) 562-5722**

INTRODUCTION

The Community Services Department oversees field usage at the Dodger Dreamfield at Maywood Park for a range of athletic, social, and recreational activities and programs, coordinating access for organizations and the general public. The City is dedicated to ensuring fair and equitable distribution of space.

Although demand often exceeds availability, the City strives to manage the field in a way that maximizes access for Maywood residents. All organizations requesting field use must adhere to the rules outlined in these policies.

GOALS

These policies aim to create a fair and equitable process for field use, prioritizing access for Maywood residents and community-based organizations. The City aims to support sports activities and promote health and wellness for all participants using its fields.

PURPOSE

The purpose of this policy is to establish regulations and processes to ensure the fair and equitable distribution of the Dodger Dreamfield, coordinate field space, preserve the field, prevent unsafe, unlawful, or unauthorized uses, and ensure financial accountability for any damage caused by field usage.

GROUP CLASSIFICATION

The following classification groups are designated solely to determine priority in field assignment and applicable fees.

- a. Activities or programs conducted and/or sponsored or co-sponsored by the City of Maywood.
- b. Schools located within the City of Maywood boundaries.
- c. Recognized Groups
 - i. YMCA (priority per agreement with the City).
 - ii. City of Vernon (priority per agreement with the City).
- d. Resident Youth Non-Profit Groups (60% residency)
- e. Non-Profit Resident Adult Groups (60% residency)
- f. Youth Resident Groups (60% residency)
- g. Adult Resident Groups (60% residency)
- h. All Other Groups

Eligibility determination for a team, group, or organization may be referred to the Community Services Department or its designee.

FIELD USAGE AVAILABILITY

Field availability is as follows:

- During the months of March to May, the field will be reserved for LAUSD Maywood High School Baseball & Softball Team
- During the months of April to August the field will be reserved for YMCA Dodgers Dreamteam Program
- On days that the schools are not using field, Dodgers Dreamteam Program will have priority.

Field Rental Hours

February	Monday – Friday Saturdays	10AM – 2PM 9AM – 2PM
March – May	Monday – Friday Saturdays	9AM – 11AM No Availability
May - August	Monday – Friday Saturdays	9AM – 3PM No Availability
August – October	Monday – Friday Saturdays	9AM – 3PM 9AM – 2PM

GENERAL PROCEDURES & GUIDELINES & RULES

1. Applications & Reservations

- a. To reserve the field a Field Reservation Application must be completed and made at least 4 weeks prior to the event and shall be issued only to responsible adults (over age 21) with the authority to represent the organization or team and who will be present at the field throughout the activity.
- b. All matters concerning the reservation will be handled by the Permittee only and a staff member from the Community Services Department.
- c. All Permittee's must possess a valid California Driver's license or California Identification Card. Must provide updated contact information such as personal phone number and email anytime there is a change made. This is how the city will communicate with the user.
- d. Permittee interested in reserving multiple days can secure their bookings for a

maximum of four (4) months in advance.

- e. The Permittee group shall leave the field in a clean and orderly condition. Any concerns should be documented.;
- f. The Permittee shall accept full responsibility for any damage to property or facility.
- g. The Permittee shall accept full responsibility for the conduct of those attending the event.

2. Cancellation or Schedule Adjustments

A cancellation is defined as when a permit is issued for the field, and the user group contacts the CITY to inform them that the permit for a specific day is no longer needed.

- a. Final arrangements or changes to the application must be made in person by the Permittee at least 2 weeks prior to the event date.

3. Rules & Regulations

- a. Confetti and sunflower seeds are prohibited in the field, as well as the bleacher/restroom area.
- b. The Permittee may not rearrange any part of the field set-up.
- c. Violation by Permittee or group of any rules and regulations established by the City of Maywood may affect future field requests.
- d. Activities for minors shall be supervised by the Permittee and must be present during the entire time stipulated on the permit.
- e. Consistent with the approved Ordinance No. 23-03, as amended on March 22, 2023, by the Maywood City Council, any violations, including damaging and removing park property, camping, and possessing, carrying, or consuming intoxicating liquor in a park, will be treated as a misdemeanor under Section 10-3.01. Convictions for such violations may result in a fine not exceeding one thousand dollars (\$1,000.00), imprisonment for a term not exceeding six (6) months, or both fine and imprisonment.
- f. Individuals caught violating these policies will forfeit their deposit and may face potential suspension of any future reservations at the discretion of the City Manager.
- g. Failure to observe the governing regulations may result in future applications being denied.

4. Field Maintenance

- a. The field will undergo maintenance from November through January. Maintenance dates may vary at the discretion of the City.

- b. Field lining/chalking must be completed during the reservation period. Additional time for chalking/lining can be purchased at an extra cost. Chalking/lining cannot be done the day before your reservation. Painting of the fields is prohibited.
- c. Prior permission is required for any posters, banners, and/or flyers attached to any part of the building. Approval from the Division's Supervisor is necessary before hanging or displaying banners/posters.
- d. Any equipment brought onto the premises must be removed by the permit group by the end of the day. All debris/trash must be collected from the facility, parking lots, facility curbsides, residential curbsides, and placed in trash cans or removed from the premises.
- e. No permanent structures or equipment may be placed or erected on any City field/facility.

5. Insurance

- a. The Permittee must provide a certificate of liability insurance for \$1,000,000.
- b. The Certificate must include the City of Maywood as an additional insured.
- c. The address for the City is: 4319 E. Slauson Ave, Maywood, CA 90270
- d. An Endorsement Letter must accompany the insurance certificate and must include the City's address.
- e. This certificate must be submitted upon approval of the application. Staff will notify the Permittee of the approval and provide a deadline of 3 days to submit the certificate.
- f. A sample of the Certificate is attached at the end of this package.

6. State Law

- a. **VOLUNTERS** – In accordance with California State Law (Chapter 2.7. Community Youth Athletic Programs [18900-18900] organizations shall ensure that all volunteers in contact with minors have been screened and have passed a criminal background check.
- b. **HEALTH DEPARTMENT** - Senate Bills 602 and 303 require food handlers to have a California Food Handler Card. For specific requirements for concession stands, please go to Section 6 (Concession Stands/Snack Bars).

7. Code of Conduct

- a. The City of Maywood is committed to maintaining a positive and respectful environment in all park facilities, including athletic fields. We strive to uphold high standards by providing quality programs, services, and facilities.
- b. NO ALCOHOLIC BEVERAGES ALLOWED ON THE PREMISES, INCLUDING THE PARKING LOT. Consistent with the approved Ordinance No. 23-03, as amended on March 22, 2023, by the Maywood City Council, any violations, including damaging and removing park property, camping, and possessing, carrying, or consuming intoxicating liquor in a park, will be treated as a misdemeanor under Section 10-3.01. Convictions for such violations may result in a fine not exceeding one thousand dollars (\$1,000.00), imprisonment for a term not exceeding six (6) months, or both fine and imprisonment.
- c. Individuals caught violating these policies will forfeit their deposit and may face potential suspension of any future reservations at the discretion of the City Manager.
- d. Failure to observe the governing regulations may result in future applications being denied.
- e. City of Maywood parks and facilities are non-smoking facilities. This includes, but is not limited to smoking tobacco in any form (flavored or unflavored), cigarettes, cigars, water pipe/bong, marijuana, vaping, hookah, or similar type items.
- f. The following are considered inappropriate behavior:
 - i. Damaging facility materials, equipment, supplies, and grounds.
 - ii. Using disruptive language that disturbs other participants.
 - iii. Violating facility policies and procedures regarding loitering, sales, or solicitation.
 - iv. Possession, sale, or use of controlled substances.
 - v. Committing vandalism or littering in City facilities or on the grounds.
 - vi. Violating any federal, state, or City laws and ordinances.
 - vii. Engaging in any behavior that a reasonable person would find unprofessional, disturbing, and/or harmful to their physical and mental health.

8. Inclement Weather/Field Closure

The City reserves the right to cancel or suspend field use permits in situations where there is a risk of injury to players or potential damage to field, including but not limited to rainfall, storms, or other adverse weather conditions.

When inclement weather occurs, the City will assess field conditions to ensure they are safe for play.

User groups may request a refund, credit, or reschedule when fields are deemed unplayable. Rescheduling is subject to the availability of fie. Adjustments to fees will be made for any outstanding balances.

Permittee is encouraged to contact the Community Services Department at (323) 562-5722 or email Claudia.zavala@cityofmaywood.org. City representative will also notify your user group if fields are closed for any reason.

DEFINITION OF TERMS

For the purpose of this policy, below are the definitions or terms that are used within this policy:

- a. **Adult:** A person age 18 or older.
- b. **Adult Group:** An organization serving participants ages 18 and over with a minimum of ten (10) participants.
- c. **Application:** A formal request for the use of the field. An application that is submitted does not guarantee the use of a field.
- d. **City:** The City of Maywood
- e. **Field or Space:** Can be used interchangeably.
- f. **Non-operational period** – During this time of the year the field is closed for maintenance.
- g. **Non-profit:** A group or team not making a profit. Such a group or team must be recognized by the Internal Revenue Service (IRS) as a non-profit organization in good standing. A letter of good standing must be current and on file with the City at all times.
- h. **Organized group:** A group or team that is defined by a team name, a team uniform, a manager, a coach(es), runs drills during practice, and/or keeps score when playing a game.
- i. **Permittee:** refers to the individual or organization that holds or obtains a permit for the use of a particular facility, field, or space.
- j. **Recognized Group:** Recognized Groups have formal agreements with the City and collaborate with the specified non-profit organizations. These organizations operate under an "Everyone Plays" philosophy, meaning registration is open and inclusive to all youth in the community and the City.

- k. **Reservation or Permit:** This can be used interchangeably and is the permission given to a person, company, or organization to use the field.
- l. **Resident:** A person living within the City of Maywood.
- m. **Resident Team:** An organization or team comprised of not less than 60% residents.
- n. **Percentage of Resident:** This is determined by dividing the total number of participants from Maywood residents by the total number of participants in the qualifying organizations. For instance, Organization A has a total of 200 participants, with 130 of them being Maywood residents. Therefore, 130 divided by 200 equals (=) 65% of participants are Maywood residents.
- o. **Youth:** A person age 17 years or younger
- p. **Youth Group:** An organization serving participants ages 17 and under with a minimum of ten (10) participants.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: July 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: DISCUSS AND PROVIDE DIRECTION REGARDING THE FULL COST ANALYSIS OF THE RENTAL REGISTRATION FEES AND PENALTIES

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction to staff regarding the Rent Stabilization Program Cost of Services Study; select one of the two cost options and associated rental registration fees proposed in the Study, provide direction on the proposed late fees and direct staff to return the user fees associated with the selected cost option for adoption at a future City Council meeting.

BACKGROUND:

Maywood Rental Protection Ordinances

On August 23, 2023, the City Council adopted Ordinance 23-07 Rent Stabilization Ordinance, adding a new chapter 21 to Title 8 of the Maywood Municipal Code to establish Rent Stabilization Regulations. The Ordinance requires a rental registry, which is managed by 3Di Systems and accessed through the City's website. The software allows landlords to register and update their rental unit's information, update tenancy information, submit notices for evictions, and after adoption of a rental registry fee, landlords will pay an annual Rental Registry Fee through this software.

On October 25, 2023, the City Council adopted Ordinance 23-11, amending in its entirety Chapter 17 of Title 8 of the Maywood Municipal Code regarding Tenant Protections. The Ordinance updates and clarifies the termination of tenancy process between landlords and tenants. The Ordinance 23-11 also includes provisions regarding retaliatory eviction, just cause and no-fault just cause evictions, relocation assistance, protection over temporary untenable conditions, and anti-harassment provisions.

The Registration Fee is established in Ordinance 23-07 to fund the City's cost to implement, administer, monitor, support, and enforce the provisions of the rent stabilization regulation and tenant protection ordinances. As part of the Ordinance, a landlord shall pay to the City a Registration Fee for each of the landlord's rental units registered in the City. The landlord is allowed by the ordinance to pass along half of the cost to each rental unit.

DISCUSSION:

Program Implementation

To fulfill its statutory requirement, the City hired Revenue & Cost Specialists ("RCS") to conduct a Rent Stabilization Program Fee Study. RCS worked with staff to determine the city services to be provided under the Rent Stabilization Ordinances, identify necessary staff to provide such services, and estimate the number

of housing units affected by the Ordinance. Together with RCS, the City developed two preliminary staffing and budget plans, and RCS calculated the appropriate fees that would recover costs for City services.

Table 1: Projected Budgets

Cost Account	Option A - Two New Staff	Option B - Existing Staff
5103 - Employee Salaries - Full-Time	159,593	82,694
52xx - Benefits Subtotal	63,668	28,326
6115 - Legal	35,000	35,000
6115 - Registration Software	50,000	50,000
6115 - Hearing Officer	25,000	25,000
6115 - Policy & Process Development	10,000	10,000
6115 - Public Information	10,000	10,000
6202 - Office Materials & Supplies	1,048	639
6304 - Dues and Memberships	1,305	796
6307 - Conference / Meeting Travel	1,926	1,174
6316 - Misc Code Enforcement Expenses	770	470
6501 - Applications/Software	3,852	2,348
9999 - Indirect Administrative Costs	72,430	49,290
Total Budget	\$434,592	\$295,736

The proposed budget includes registration software, legal support, outside hearing officer costs, policy and process development support, public information support and general operating costs. The proposed budget also includes salary and benefit costs, based on two options of staffing levels: (1) Option A – Two New Staff, and (2) Option B – Existing Staff. Table 1. below presents the staffing levels for the two options, and you can see Option A includes two new staff along with 0.45 FTE of existing staff, for a total of 2.45 FTE. Option B will only utilize current staff, diverting 1.05 FTE of staff time from other City programs and services.

Table 2: Salary & Employee Benefits Costs

Option A - Two New Staff	FTE	Staff Hours	Salary Costs	Benefit Costs	Total Costs
Housing Specialist (New)	1.00	1,630	68,624	15,863	84,487
Code Enforcement Officer (New)	1.00	1,630	49,450	28,997	78,447
Code Enforcement Officer (Current)	0.25	408	12,362	7,249	19,612
Director of Building and Planning (Current)	0.20	326	29,157	11,558	40,715
Total Program Staffing	2.45	3,994	159,593	63,668	\$223,261

For program operations, it is critical to focus on staff hours available for the program. Option A dedicates 3,994 total staff hours to the program, and Option B dedicates 1,712 hours. These hours are allocated to the following services within the Rent Stabilization Ordinances:

- Rental Registration – Section 8-21.12
- Petition Process – Section 8-21.08 to 8-21.10
- Enforcement and Compliance – Section 8-21.13
- Hearings and Appeals – Section 8-21.16
- Tenant Protections – Section 8-17

- Rent Stabilization Program Administration

RCS provided estimations of how many rental registries, renewals, petitions, termination of tenancies, and general communications the City would expect to receive, based on annual reports from other cities with rent control programs. RCS also recalculated the estimated number of rental units within the City, and stated their estimations are similar to previous estimates and other online data sources. Below are RCS' estimated number of rental units

Table 3: Maywood Estimated Rental Units

Category	Use Code Description	Eligible Units	Housing Units	Number of Parcels
Commercial	Hotel, 1-49 Rooms, 2 Stories	20	20	1
	Motel, 1-49 Rooms, 1 Story	11	20	3
	Store and Residence, 1 Story	18	71	19
	Store and Residence, 2 Stories	1	2	2
Commercial Total		50	113	25
Residential	1 Unit	216	1,523	1,519
	1 Unit, Condominium	-	4	4
	1 Unit, Other Improvements	1	2	2
	1 Unit, Pool	5	38	38
	2 Units, 1-4 Stories	1,104	1,124	564
	2 Units, 1-4 Stories, Pool	14	14	7
	3 Units, 1-4 Stories	1,073	1,106	371
	3 Units, 1-4 Stories, Pool	9	9	3
	4 Units, 1-4 Stories	692	692	175
	5+ Units, 1-4 Stories	1,713	1,792	217
	5+ Units, 1-4 Stories, Pool	20	20	1
	Detached Condominium	3	3	3
Residential Total		4,850	6,327	2,904
Grand Total		4,900	6,440	2,929

City staff worked with RCS to allocate staff time to Maywood's proposed Rent stabilization Program services, determining if such levels of service are reasonable. Table 7 and Table 8 of the attached Rent Stabilization Program Cost of Services Study for the City of Maywood summarizes the staffing work and services provided.

There were significant discussions as to what city services will be required under the Rent Stabilization Ordinances, which staff would be providing the service, and how much demand (how many times per year) is required for the service. Again, Table 7 and Table 8 provide the City' and RCS' most reasonable assumption of workload. For Option A – Two New Staff, the City identified the most likely positions (and costs) to provide the service. However, we will inform the City Council of changes to title, staffing level, and responsibilities, as the Rent Stabilization Program transitions to a full load. RCS recommends the City consider Option A – Two New Staff, because they do not believe existing staff can effectively manage a full workload when all rental units are registered within the City.

With the financial and service level data above, RCS calculated the recommended fees for the two options.

Table 4: Suggested Fee Options

Option A – Two New Staff	Required Fee Per Unit	# of Units	Projected Budget
Rental Registration Fee	\$90	4,655	\$419,067
Registration Exemption Fee	\$63	245	\$15,525
Total		4,900	\$434,592

Option B – Existing Staff	Required Fee Per Unit	# of Units	Projected Budget
Rental Registration Fee	\$60	4,655	\$280,211

Registration Exemption Fee	\$63	245	\$15,525
Total		4,900	\$295,736

The Registration Exemption Fee is based on the time it would take the Housing Specialist, at the fully burdened hourly rate, to process the exemption. Staff estimated approximately one hour, and the fee was calculated to be \$63 per unit. The remaining time and budget for each option are spread equally among the number of units to calculate the \$90 and \$60 rental registration fees.

Program Startup

The City is continuing to register rental units, but has not collected any rental registration fees for the Program. To date, 1,400 units have been registered, compared to RCS' estimated 4,900 eligible units, and 356 approved registration exemptions. The total number of units reviewed for registration is almost 1,800 units. Staff recommends the City adopts the fees, in order to have funds available to start up the program, rather than rely on the General Fund. The RCS study recommends creating a special revenue fund to account for all Rent Stabilization Program revenues and expenditures. This separation from the General Fund will help the City manage the program and ensure full cost recovery.

Maywood Municipal Code Section 8-21.17 talks about administrative citations, stating "[a]ny Landlord or Tenant who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative citation and fine". The City will need to enforce and cite some landlords who do not register their rental units, as this program is most successful when the City has a high registration rate. One hundred percent compliance would be ideal.

RCS also recommends implementing late fees for late registrations. After year one, landlords have already registered and with a late fee they will have an incentive to renew their registration. The following late fee for the City is based upon best practices from other jurisdictions with a rent stabilization ordinance. In addition, due to the low registration count the City currently has and the estimated units which are based on business licenses, it is evident that an incentive is needed for timely compliance. Administrative citations are timely and costly for both the City and landlord; the late fee can be used as an alternative.

Late Fees starting 30 Days Past Due Date	Total Fees & Fines
If paid late, 30 days or less past Due Date	Registry Fee + 10% of remaining balance due
If paid 31 to 60 days past Due Date	Registry Fee + 25% of remaining balance due
If paid after 60 days past Due Date	Registry Fee + 50% of remaining balance due

Reccomendation

Based on careful consideration, staff recommends Option A – Two New Staff. The demand to operate the new Rent Stabilization Program and enforcement of the rent stabilization and tenant protection ordinances will be greater than what current staff can provide. Additional City staff are needed to effectively provide services to the 4,900 rental units.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Depending on which cost option is selected, the fiscal impact could range from \$295,736 to \$434,592 annually

to operate the Rent Stabilization Program for Maywood.

ATTACHMENT(S)

1. RCS-Maywood RSP Fee Study (2024-05-16)



Rent Stabilization Program Cost of Services Study for the City of Maywood

May 16, 2024



Prepared by:
Revenue & Cost Specialists, LLC
1519 E Chapman Ave, Ste C
Fullerton, CA 92831
www.revenuecost.com





May 16, 2024

City of Maywood
4319 E Slauson Ave
Maywood, CA 90270

Honorable Mayor, City Council, and City Manager:

On August 23, 2023, the City Council adopted Ordinance 23-07 Rent Stabilization Ordinance, adding a new chapter 21 to Title 8 of the Maywood Municipal Code to establish Rent Stabilization Regulations. The Ordinance requires a rental registry, which is being handled through the City's website, where landlords register and update their rental units and information, update tenancy information, submit notices for evictions, and pay the annual Rental Registry Fee.

On October 25, 2023, the City Council adopted Ordinance 23-11, amending in its entirety Chapter 17 of Title 8 of the Maywood Municipal Code regarding Tenant Protections. The Ordinance updates and clarifies the termination of tenancy process between landlords and tenants. The Ordinance 23-11 also includes provisions regarding retaliatory eviction, just cause and no-fault just cause evictions, relocation assistance, protection over temporary untenable conditions, and anti-harassment provisions.

Maywood is developing the Rent Stabilization Program within the Building and Planning Department, to enforce the Rent Stabilization Ordinance and Tenant Protections Ordinance. The Registration Fee established in Ordinance 23-07 is to fund the City's cost to implement, administer, monitor, support, and enforce the provisions of the rent stabilization regulation and tenant protection ordinances. Regarding the amount of the fee, a landlord shall pay to the City a Registration Fee for each of the landlord's rental units in the City, and the landlord may pass along half of the cost to each rental unit.

To fulfill its statutory requirement, the City of Maywood issued a Request for Proposals seeking proposals for a Rent Stabilization Program (and Dodgers Dreamfield Rental) Comprehensive Fee Study. Following this competitive procurement process, Revenue & Cost Specialists ("RCS") were selected and approved by the City and entered into an Agreement with the City to conduct this Fee Study.

RCS is now providing the City of Maywood ("City") with a comprehensive Fee Study identifying the appropriate fees to recover all costs associated with the Rent Stabilization Program. Since the rent stabilization and tenant protections programs are a new endeavor for the City, reasonable and evidence-based assumptions were made in the areas of staff time allocation and number of task participants. Where possible, we benchmarked with data from other cities that have a rent

stabilization ordinance. Our Fee Study focused on calculating the lowest fee reasonably possible to operate the programs successfully. The Rental Registration Fee is required to offset the cost of each plan as presented below. Alternatively, there is a Registration Exemption Fee to exempt units occupied by the property owner or family member from rent control regulations.

Based on discussions with City staff, RCS developed two staffing plans; Option A which suggests hiring an additional Housing Specialist and Code Enforcement Officer and reallocating 0.45 FTE of existing staff resources, and Option B which reallocate 1.05 FTE of existing staffing to operate the new Rent Stabilization Program. Staffing details and total projected program budgets for each Option are discussed later in this report.

Option A – Two New Staff	Required Fee Per Unit	# of Units	Projected Budget
Rental Registration Fee	\$90	4,655	\$419,067
Registration Exemption Fee	\$63	245	\$15,525
Total		4,900	\$434,592

Option B – Existing Staff	Required Fee Per Unit	# of Units	Projected Budget
Rental Registration Fee	\$60	4,655	\$280,211
Registration Exemption Fee	\$63	245	\$15,525
Total		4,900	\$295,736

Based on careful consideration, RCS recommends Option A – Two New Staff. The demand to operate the new Rent Stabilization Program and enforcement of the rent stabilization and tenant protections ordinances will be greater than what current staff can provide. Additional City staff are needed to effectively provide services to the 4,900 rental units. The Registration Exempt Fee, is based on the time it would take the Housing Specialist to process at the fully burdened hourly rate, approximately one hour, and is calculated to be \$63 per unit. The remaining time and budget for each option are spread equally among the number of units to calculate the \$90 and \$60 rental registration fees.

RCS would like to thank City Manager, Jennifer E. Vasquez, the Director of Building and Planning, Steve Fowler, and the Building and Planning Department, for providing the crucial information needed to complete this Fee Study.

Respectfully submitted,


 CHU THAI
 Partner

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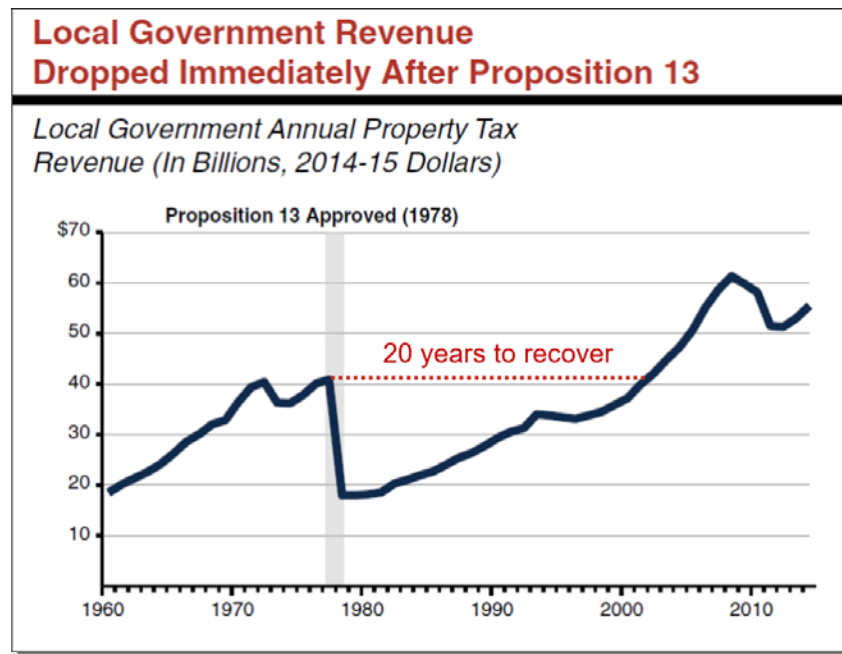
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CHAPTER I – THE NEED FOR USER FEES

Impact of Propositions 13, 4, 218 and 26

Proposition 13 was passed by California voters in 1978, forever changing city budgets. Prior to 1978, cities and counties balanced their budgets with a property tax formula. The property tax payments increased dramatically year to this year, this created a hardship for those with fixed incomes. Proposition 13 capped property tax rates at 1%, with an annual inflation increase of no more than 2%. The passage of Proposition 13 immediately reduced property tax payments from homes, businesses, and farms by 57%.



Common Claims About Proposition 13 (2016) – Legislative Analyst's Office

The following year, Proposition 4 was passed to clarify language related to taxes and appropriations limits after the wake of Proposition 13. Section 8(c) defines user charges and user fees as:

"Proceeds of taxes" shall include, but not be restricted to, all tax revenues and the proceeds to an entity of government, from (1) regulatory licenses, user charges, and user fees to the extent that those proceeds exceed the costs reasonably borne by that entity in providing the regulation, product, or service..."

The Section above clarifies that any proceeds from user charges and user fees that exceed the "costs reasonably borne" are considered taxes. The legal ability for government agencies to charge fees in California in the wake of all the changes brought by Proposition 13 stated in the section above. The importance, and the deeper meaning, is detailed in this section of the author's intent documents:

"The phrase 'costs reasonably borne by such entity in providing the regulation, product, or service' is intended to incorporate all appropriations by an entity for reasonable costs appropriate for the continuation of service over time. This includes ongoing expenses, such as operation costs and a reasonable allocation for overhead and administration, but it also includes responsible allocations for capital replacement, expansion of services, and repayment of related bond issuances would be considered 'costs reasonably borne'."

In November 1996, Proposition 218 passed and became Articles XIII C & D, further restricting municipal utility rates charged on property owners. Propositions 13, 4 and 218 have had, and will continue to have, a profound effect on California governments.

The passage of Proposition 26, passed in 2010, codified many fee setting practices of the previous 30 years. Article XIII C of the State Constitution was amended to formally declare that fees are not considered taxes if they do not exceed the reasonable costs of the service. Government Code Section 66014 further defined that statement for development fees.

Some of the types of services for which reasonable fees are allowable are:

- A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
- A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
- A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

Article XIII C also provides that a local government agency must demonstrate that the amount of revenue to be generated by a fee is no more than necessary to cover the reasonable costs of the governmental activity supported by the fee, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. For example, a fee on liquor store owners to fund an alcohol education program would not be allowed.

While Proposition 26 was built on the foundations of Propositions 4 and 218, it provided a sharper definition of the reach and limits of service fees, and the courts have looked to it when reviewing fee challenges.

California Tenant Protection Act of 2019

The California Tenant Protection Act of 2019 went into effect on January 1, 2020 and caps rent increases statewide for qualifying units at either 5% plus the increase in the regional consumer price index (CPI), or 10% of the lowest rent charged at any time during the 12 months prior to the increase—whichever is less.

It is interesting to note that, with inflation (and thus regional CPI) skyrocketing in 2022-2023, the entire state met the 10% of lowest rent threshold rather than the CPI-based threshold, allowing landlords statewide to increase rent up to 10% annually.

Communities wanting further control or customization of their rent stabilization policies may pass by ordinance revised policies and limitations. Local rent increase percentage restrictions may be less than or equal to, but not more than state ceilings. Maywood rent increase limitations of 50% of local CPI or 4%, whichever is less (MMC 8-21.06), is in compliance with state law.

Additionally, and subject to the rent cap, state law limits rent increases to only twice over any 12-month period, whereas the City's ordinance allows it only once per year.

Legal Approach to User Fees

This Fee Study presents the analytical advantages available to the City through the institution of a comprehensive system designed by RCS to implement Article XIII B of the California Constitution.

Constitutional Methodology. The methodology used for this analysis is the "costs reasonably borne" test established by Section 8(c) of Proposition 4, now Article XIII B of the California Constitution. In following that process, RCS has analyzed the ways in which City services can be financed more equitably to assure the City's future financial viability.

Full Business Costs Determined. The methodology followed by both the Authors of Proposition 4, and consequently by RCS, determines the full business cost of providing the reported City services. It also identifies the beneficiaries of those services and determines if they are paying in relationship to benefits derived or if they are deserving of a subsidy paid from the taxes paid by all local citizens and businesses. This allows the City Council to have full knowledge and visibility into costs that are occurring.

Financial Integrity Established. This text summarizes the work accomplished and presents recommendations. These recommendations, if implemented, would firmly establish the financial integrity of the analyzed City services, and would establish a continuing cost control system following the business principles, which are generally espoused for government, but often are ignored in application.



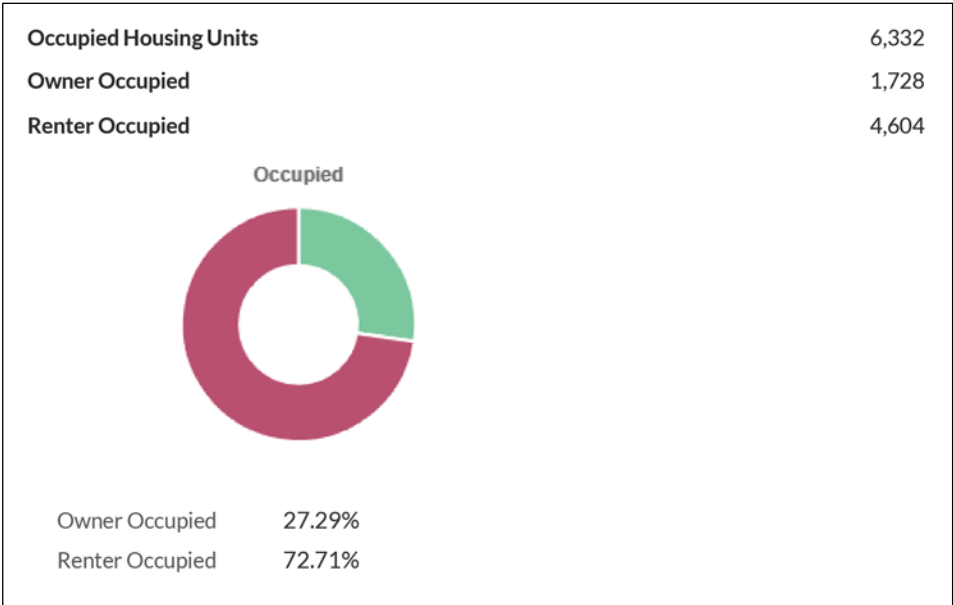
CHAPTER II – IDENTIFYING PROGRAM USERS

To better understand the service level requirements for the Rent Stabilization Program, we first need to estimate the number of rental units, number of landlords/property owners, and the demand for rent control services under the City’s Rent Stabilization Ordinance and Tenant Protections Ordinance. A higher certainty in the projected numbers will help RCS better estimate the staffing hours and program costs, along with more accurate calculation of the rent control fees. The City will also use these projections to effectively develop and enforce its rent control program.

The City of Maywood is currently registering rental units through its website. The Data gathered from the program showed that by the end of February 2024, a total of 200 landlords (accounts) and 2,096 rental units have been registered. Comparing this to online sources, the City will need to continue educating the community, and enforce registration requirements for many more Maywood property owners.

Point2Homes.com, an online source, identified 4,604 renter occupied units, or 72.71% of a total 6,332 occupied housing units for the City of Maywood. Their demographic data was gathered from the latest U.S. Census Bureau release, the 2021 American Community Survey.

Table 1: Estimated Number of Renter Occupied Units in Maywood – Point2Homes.com



Source: <https://www.point2homes.com/US/Neighborhood/CA/Maywood-Demographics.html>

Table 1 displayed up above shows a similar amount of the estimated number of households as the U.S. Census Bureau QuickFacts, which estimated a total of 6,358 households in Maywood. Of that 6,358 number of households 69.8% (4,438 households) are not owner-occupied. The U.S. Census Bureau also estimate an average household size of 3.91 persons per household, which translates to approximately 17,000 of the 24,000 residents in Maywood are renters.

Table 2: U.S. Census Bureau QuickFacts for Maywood and Los Angeles County

U.S. Census Bureau	City of Maywood	Los Angeles County
Population estimates July 1, 2022 (V2022)	24,122	9,719,765
Population per square mile, 2020	21,448.80	2,466.90
Housing Units, July 1	N/A	3,642,047
Owner-Occupied housing Unit rate, 2018-2022	30.2%	46.2%
Median value of owner-occupied housing, 2018-2022	\$565,500	\$732,200
Median gross rent, 2018-2022	\$1,391	\$1,805
Households, 2018-2022	6,358	3,363,093
Persons per household, 2018-2022	3.91	2.89
Median household income (in 2022 dollars), 2018-2022	\$57,615	\$83,411
Per capita income (in 2022 dollars), 2018-2022	\$19,236	\$41,847

Source: <https://www.census.gov/quickfacts/maywoodcitycalifornia?>

RCS worked alongside HdL Companies, the City's property tax consultant, and received a complete LA County property tax database for the City. The database categorized every Maywood parcel into the following land use categories:

- Commercial
- Government Owned
- Industrial
- Institutional
- Irrigated
- Miscellaneous
- Recreational
- Residential
- Vacant

The database also provided the situs address, mailing address, owner name, parcel number, original year built, living area square footage, lot size square footage, use code description, and a unit count, for each parcel.

With the complete list of parcels in the City, RCS identified which properties are eligible under Maywood's rent control program. Since municipalities with rent control programs all have different eligibility requirements, RCS reviewed Maywood's Ordinance 23-07 and Ordinance 23-11 to determine the program eligibility. While other cities limit rent control to mobile homes, exempt single family residential units from rental registration, separate out properties as fully covered and partially covered by the rent control program, the City of Maywood's ordinance cast a broader net, requiring all housing units that are potentially rented out to be registered with the City.

Rental units in Maywood are found in mostly residential properties, a few miscoded commercial properties, and none in the other land use categories. It is safe to assume all multi-unit residential properties are rented out and must comply with the City's rental registry requirement. For two or three-unit properties, the property may reside in one or more units, but must complete a registry exemption form with the City. Single unit properties are assumed to be lived by the property owner unless the mailing address is different than the situs address.

It will be an ongoing task for the City to enforce rental registration and obtain a good citywide count of rental units. However, such information is necessary to the calculation of the rental registration fee, and for the equitable distribution of city costs among the renters and landlords.

Based on comprehensive analysis of the data, RCS estimates that 4,900 rental units are covered under Ordinances 23-07 and 23-11 and receive a proportional benefit under the City's Program.

Table 3: Maywood Estimated Rental Units Covered by the City's Rent Stabilization Program

Category	Use Code Description	Eligible Units	Housing Units	Number of Parcels
Commercial	Hotel, 1-49 Rooms, 2 Stories	20	20	1
	Motel, 1-49 Rooms, 1 Story	11	20	3
	Store and Residence, 1 Story	18	71	19
	Store and Residence, 2 Stories	1	2	2
Commercial Total		50	113	25
Residential	1 Unit	216	1,523	1,519
	1 Unit, Condominium	-	4	4
	1 Unit, Other Improvements	1	2	2
	1 Unit, Pool	5	38	38
	2 Units, 1-4 Stories	1,104	1,124	564
	2 Units, 1-4 Stories, Pool	14	14	7
	3 Units, 1-4 Stories	1,073	1,106	371
	3 Units, 1-4 Stories, Pool	9	9	3
	4 Units, 1-4 Stories	692	692	175
	5+ Units, 1-4 Stories	1,713	1,792	217
	5+ Units, 1-4 Stories, Pool	20	20	1
	Detached Condominium	3	3	3
Residential Total		4,850	6,327	2,904
Grand Total		4,900	6,440	2,929

Table 3 above presents the number of rental units covered by the City's Rent Stabilization Program, the total number of housing units within these categories, and the number of parcels to make up the total number of housing units. The complete list of parcels by category is included as Appendix B in this report.

CHAPTER III – ALLOCATING TIME AND UNITS

Rent Stabilization Program Service Level Assumptions

Since the Maywood Rent Stabilization Program has been in operation for less than one year, RCS does not have actual data for tasks and services performed by the City. RCS gathered rent control program annual reports from the cities of Alameda, Berkely, East Palo Alto, Oakland, Richmond, San Jose, Santa Monica and West Covina, because they include performance metrics worth reviewing. The metrics gathered will help Maywood anticipate future workload levels for its program. The table below presents unit counts from the cities of East Palo Alto and Oakland annual reports, and Appendix C contains the full comparison of city annual reports that RCS was able to obtain.

Table 4: Estimated Service Metrics based on Other Cities' Service Levels

City of East Palo Alto Annual Report (FY19)			Maywood Pro-Rated
TOTAL Units	4,600	Per 100	4,900
Petitions Filed	124	2.70	132
<i>Habitability and Maintenance</i>	7	0.15	7
<i>Rent Ceiling Violation</i>	3	0.07	3
<i>Landlord's Failure to Register</i>	1	0.02	1
<i>Landlord's Fair Return Petition</i>	111	2.41	118
<i>Appeal</i>	2	0.04	2
Public Inquiries	2,327	50.59	2,479
<i>Tenant Walk-Ins</i>	89	1.93	95
<i>Landlord Walk-Ins</i>	127	2.76	135
<i>Other Walk-Ins</i>	80	1.74	85
<i>Phone Calls</i>	362	7.87	386
<i>Emails</i>	1,669	36.28	1,778
Notices Received			
<i>3 Day Notices</i>	794	17.26	846
<i>Unlawful Detainers</i>	73	1.59	78
<i>Change in Tenancy/Vacancy Registration</i>	403	8.76	429
City of Oakland Annual Report (FY20)			Maywood Pro-Rated
TOTAL Units	14,822	Per 100	4,900
Eviction/Vacation Notices	4,696	31.68	1,552
Move-Out Disclosure Certification Forms	221	1.49	73
Move-Out Relocation Agreements	62	0.42	20
Petitions Filed	599	4.04	198
Mediation & Settlement Conferences	47	0.32	16
Petitions (Appeals) Submitted to Board	634	4.28	210
<i>Appealable Decisions</i>	406	2.74	134
<i>Number of Appeals Heard</i>	56	0.38	19
<i>Resolved at End of FY</i>	51	0.34	17

If Maywood's Rent Stabilization Program performs at similar levels as the cities of East Palo Alto and Oakland, then Maywood would need adequate staffing to manage 132-210 petitions per year, or an average of 11-18 petitions per month. Maywood staff would respond to 2,479 public inquiries per year, or 9.5 inquiries per day. Notices to Vacate/Change in Tenancy would vary between 429 and 1,552, which means Maywood would be tracking 8 to 30 move-in/move-out per week.

Available Work Hours

The available work hours by position are based on current labor contracts. Available work hours were calculated as the total possible work hours in a year (2,080) minus the away-from-work benefit hours from holidays, vacations, personal leave, sick leave, morning/afternoon breaks, and start up/down time.

Table 5: Available Work Hours

Work Schedule 8/40	Days	Hours
Beginning Work Hours	260.0	2,080
Less		
<i>Holidays</i>	(14.0)	(112)
<i>Vacation</i>	(13.3)	(120)
<i>Sick Leave (50%)</i>	(6.0)	(48)
Subtotal	226.7	1,800
Less:		
<i>Start Up/Down (15 Min)</i>		(57)
<i>Breaks (30 min)</i>		(113)
Available Work Hours		1,630

RCS was tasked with identifying appropriate staffing to carry out the policies of Maywood's Rent Stabilization Program. We considered two staffing models, (a) a best practice staffing model which adds a new Housing Specialist and a new Code Enforcement Officer to the City, and (b) a minimal staffing model which reallocates current Building and Planning staff to operate the new Rent Stabilization Program.

Table 6: Maywood Staffing Options and Available Work Hours

City Staff	Option A – Two New Staff		Option B – Existing Staff	
	FTE	Staff Hours	FTE	Staff Hours
Housing Specialist (Current)	-	-	0.60	978
Housing Specialist (New)	1.00	1,630	-	-
Code Enforcement Officer (Current)	0.25	408	0.25	408
Code Enforcement Officer (New)	1.00	1,630	-	-
Director of Building and Planning	0.20	326	0.20	326
Total Program Staffing	2.45	3,994	1.05	1,712

Allocating Maywood Service Delivery

Based on the Rent Stabilization Ordinance and Tenant Protections Ordinance, Maywood's Rent Stabilization Program can be divided into the following service delivery areas:

1. Rental Registration – Section 8-21.12
2. Petition Process – Section 8-21.08 to 8-21.10
3. Enforcement and Compliance – Section 8-21.13
4. Hearings and Appeals – Section 8-21.16
5. Tenant Protections – Section 8-17
6. Rent Stabilization Program Administration

For each of the service delivery areas above, we further identified relevant program tasks. The program tasks were created based on requirements of the rent stabilization and tenant protections ordinances. This helps us estimate the percentage of available work hours for each City staff. Reasonable assumptions were made to the times required for each task. It was a collaborative effort, engaging City staff, RCS' decades of experience in measuring workflow times, and RCS's experience in assisting to administer the City's Ordinance and similar programs in other jurisdictions. We referred to the City's Rent Stabilization Ordinance and Tenant Protections Ordinance and reviewed other cities' rent stabilization program annual reports to identify trends in annual services provided. The allocation of time to tasks required several reviews before a reasonable decision was made with the results.

For the Fee Study, 100% of the available work hours for all City employees were accounted for, even if it's not specific to the Rent Stabilization Program. In other words, one staff member cannot state they overworked on fee services beyond 100% of their hours, and another staff member cannot account for 100% of their time. Their time was distributed to those program tasks where the time would be expended.

To validate the reasonableness of the Fee Study, 100% of the available work hours for all RSP employees were distributed and accounted for, even if it's not public serving.

Table 7: Allocation of Time for Option A – Two New Staff

OPTION A – TWO NEW STAFF ALLOCATION OF TIME PROGRAM TASKS	Estimated Units Per Year	Housing Specialist (% of Time)	Housing Specialist (Annual Hours)
1) Rental Registration - Section 8-21.12	4,900	40%	652
Rental Registry (New) - Section 8-21.12.B.1	4,900		
Annual Re-Registration - Section 8-21.12.B.2	4,900		
Notice of New Tenancy - Section 8-21.06.B.5	1,552		
Change of Ownership/Management - Section 8-21.12	3		
Verification of Exemption - Section 8-21.12.B.3	245	15%	245
Registration Fee Collection - Section 8-21.12.D.1	4,900		
Annual Allowable Rent Calculation - Section 8-21.6.C	1		
Forms of Tenant Rights - Section 8-21.12.B.4 & 8-21.14.A	1		
General Inquiries (Phone Calls & Walk Ins)	2,479		
2) Petition Process - Section 8-21.08 to 8-21.10	132	5%	82
Capital Improvement Pass-Through - Section 8-21.08	1		
Landlord Rent Adjustment - Section 8-21.09	1		
Tenant Petition Rent Adjustment - Section 8-21.10	36		
3) Enforcement and Compliance - Section 8-21.13	245	5%	82
Failures to Maintain Health and Safety Codes - Section 8-21.13.A.2			
Failures to Make Repairs - Section 8-21.13.A.3			
Citations, Prosecutions & Litigations - Section 8-21.17			
Case correspondence and record keeping			
4) Hearings and Appeals - Section 8-21.16	132	5%	82
Landlord Petition - City Manager Decision - Section 8-21.12.C.2			
Admin Review - Director Decision - Section 8-21.16.A			
Appeal - Hearing Officer Decision - Section 8-21.16.B			
Judicial Review - Section 8-21.16.F			
5) Tenant Protections - Section 8-17	1,552	10%	163
Termination of Tenancy - Section 8-17.040	1,552		
Just Cause Evictions - Section 8-17.050			
No-Fault Just Cause (demolition, withdraw from market) - Section 8-17.060.A.1			
No-Fault Just Cause (family occupancy) - Section 8-17.060.A.2			
For-Cause Curable Lease Violations - Section 8-17.070			
Relocation Assistance - Section 8-17.080			
Tenant Protections During Temporary Relocation - Section 8-17.090.E			
Tenant Buyout Agreements - Section 8-17.100			
Assistance and mediation for Tenant Eviction			
6) Rent Stabilization Program Administration		20%	326
Budget, Staffing, Training, Department Coordination			
Policy/Program Development, Legal Compliance			
Education & Outreach			
Agency Liaison & Regional/State representation			
TOTAL		100%	1,630

A new full-time Housing Specialist, providing 1,630 work hours, may be adequate to support the Rent Stabilization Program. Dividing the 652 hours (allocated to Rental Registration) by 2,479 general inquiries, means this position would spend 0.26 hours (15 minutes) on each inquiry.

Table 7: Allocation of Time for Option A – Two New Staff (continued)

OPTION A – TWO NEW STAFF ALLOCATION OF TIME PROGRAM TASKS	Estimated Units Per Year	Code Enf Officer (% of Time)	Code Enf Officer (Annual Hours)
1) Rental Registration - Section 8-21.12	4,900	30%	611
Rental Registry (New) - Section 8-21.12.B.1	4,900		
Annual Re-Registration - Section 8-21.12.B.2	4,900		
Notice of New Tenancy - Section 8-21.06.B.5	1,552		
Change of Ownership/Management - Section 8-21.12	3		
Verification of Exemption - Section 8-21.12.B.3	245		
Registration Fee Collection - Section 8-21.12.D.1	4,900		
Annual Allowable Rent Calculation - Section 8-21.6.C	1		
Forms of Tenant Rights - Section 8-21.12.B.4 & 8-21.14.A	1		
General Inquiries (Phone Calls & Walk Ins)	2,479		
2) Petition Process - Section 8-21.08 to 8-21.10	132	5%	102
Capital Improvement Pass-Through - Section 8-21.08	1		
Landlord Rent Adjustment - Section 8-21.09	1		
Tenant Petition Rent Adjustment - Section 8-21.10	36		
3) Enforcement and Compliance - Section 8-21.13	245	10%	204
Failures to Maintain Health and Safety Codes - Section 8-21.13.A.2			
Failures to Make Repairs - Section 8-21.13.A.3			
Citations, Prosecutions & Litigations - Section 8-21.17			
Case correspondence and record keeping			
4) Hearings and Appeals - Section 8-21.16	132	10%	204
Landlord Petition - City Manager Decision - Section 8-21.12.C.2			
Admin Review - Director Decision - Section 8-21.16.A			
Appeal - Hearing Officer Decision - Section 8-21.16.B			
Judicial Review - Section 8-21.16.F			
5) Tenant Protections - Section 8-17	1,552	25%	509
Termination of Tenancy - Section 8-17.040	1,552		
Just Cause Evictions - Section 8-17.050			
No-Fault Just Cause (demolition, withdraw from market) - Section 8-17.060.A.1			
No-Fault Just Cause (family occupancy) - Section 8-17.060.A.2			
For-Cause Curable Lease Violations - Section 8-17.070			
Relocation Assistance - Section 8-17.080			
Tenant Protections During Temporary Relocation - Section 8-17.090.E			
Tenant Buyout Agreements - Section 8-17.100			
Assistance and mediation for Tenant Eviction			
6) Rent Stabilization Program Administration		20%	408
Budget, Staffing, Training, Department Coordination			
Policy/Program Development, Legal Compliance			
Education & Outreach			
Agency Liaison & Regional/State representation			
TOTAL		100%	2,038

A new Code Enforcement Officer, along with 0.25 of a current Code Enforcement Officer, provides the City with 2,038 hours of work. For the first couple of years, it is anticipated that the Code Enforcement Officers will assist in rental registration enforcement.

Table 7: Allocation of Time for Option A – Two New Staff (continued)

OPTION A – TWO NEW STAFF ALLOCATION OF TIME PROGRAM TASKS	Estimated Units Per Year	Dir of Bldg & Planning (% of Time)	Dir of Bldg & Planning (Annual Hours)
1) Rental Registration - Section 8-21.12	4,900	10%	33
Rental Registry (New) - Section 8-21.12.B.1	4,900		
Annual Re-Registration - Section 8-21.12.B.2	4,900		
Notice of New Tenancy - Section 8-21.06.B.5	1,552		
Change of Ownership/Management - Section 8-21.12	3		
Verification of Exemption - Section 8-21.12.B.3	245		
Registration Fee Collection - Section 8-21.12.D.1	4,900		
Annual Allowable Rent Calculation - Section 8-21.6.C	1		
Forms of Tenant Rights - Section 8-21.12.B.4 & 8-21.14.A	1		
General Inquiries (Phone Calls & Walk Ins)	2,479		
2) Petition Process - Section 8-21.08 to 8-21.10	132	10%	33
Capital Improvement Pass-Through - Section 8-21.08	1		
Landlord Rent Adjustment - Section 8-21.09	1		
Tenant Petition Rent Adjustment - Section 8-21.10	36		
3) Enforcement and Compliance - Section 8-21.13	245	10%	33
Failures to Maintain Health and Safety Codes - Section 8-21.13.A.2			
Failures to Make Repairs - Section 8-21.13.A.3			
Citations, Prosecutions & Litigations - Section 8-21.17			
Case correspondence and record keeping			
4) Hearings and Appeals - Section 8-21.16	132	10%	33
Landlord Petition - City Manager Decision - Section 8-21.12.C.2			
Admin Review - Director Decision - Section 8-21.16.A			
Appeal - Hearing Officer Decision - Section 8-21.16.B			
Judicial Review - Section 8-21.16.F			
5) Tenant Protections - Section 8-17	1,552	10%	33
Termination of Tenancy - Section 8-17.040	1,552		
Just Cause Evictions - Section 8-17.050			
No-Fault Just Cause (demolition, withdraw from market) - Section 8-17.060.A.1			
No-Fault Just Cause (family occupancy) - Section 8-17.060.A.2			
For-Cause Curable Lease Violations - Section 8-17.070			
Relocation Assistance - Section 8-17.080			
Tenant Protections During Temporary Relocation - Section 8-17.090.E			
Tenant Buyout Agreements - Section 8-17.100			
Assistance and mediation for Tenant Eviction			
6) Rent Stabilization Program Administration		50%	163
Budget, Staffing, Training, Department Coordination			
Policy/Program Development, Legal Compliance			
Education & Outreach			
Agency Liaison & Regional/State representation			
TOTAL		100%	326

Reallocating 0.20 of the Director of Building and Planning from other City functions will provide 326 hours of work for the Rent Stabilization Program. This position would likely provide policy guidance and be the decision maker for various petitions and appeals.

Table 8: Allocation of Time for Option B – Existing Staff

OPTION B – EXISTING STAFF ALLOCATION OF TIME PROGRAM TASKS	Estimated Units Per Year	Housing Specialist (% of Time)	Housing Specialist (Annual Hours)
1) Rental Registration - Section 8-21.12	4,900	30%	293
Rental Registry (New) - Section 8-21.12.B.1	4,900		
Annual Re-Registration - Section 8-21.12.B.2	4,900		
Notice of New Tenancy - Section 8-21.06.B.5	1,552		
Change of Onwership/Management - Section 8-21.12	3		
Verification of Exemption - Section 8-21.12.B.3	245	25%	245
Registration Fee Collection - Section 8-21.12.D.1	4,900		
Annual Allowable Rent Calculation - Section 8-21.6.C	1		
Forms of Tenant Rights - Section 8-21.12.B.4 & 8-21.14.A	1		
General Inquiries (Phone Calls & Walk Ins)	2,479		
2) Petition Process - Section 8-21.08 to 8-21.10	132	5%	49
Capital Improvement Pass-Through - Section 8-21.08	1		
Landlord Rent Adjustment - Section 8-21.09	1		
Tenant Petition Rent Adjustment - Section 8-21.10	36		
3) Enforcement and Compliance - Section 8-21.13	245	5%	49
Failures to Maintain Health and Safety Codes - Section 8-21.13.A.2			
Failures to Make Repairs - Section 8-21.13.A.3			
Citations, Prosecutions & Litigations - Section 8-21.17			
Case correspondence and record keeping			
4) Hearings and Appeals - Section 8-21.16	132	5%	49
Landlord Petition - City Manager Decision - Section 8-21.12.C.2			
Admin Review - Director Decision - Section 8-21.16.A			
Appeal - Hearing Officer Decision - Section 8-21.16.B			
Judicial Review - Section 8-21.16.F			
5) Tenant Protections - Section 8-17	1,552	10%	98
Termination of Tenancy - Section 8-17.040	1,552		
Just Cause Evictions - Section 8-17.050			
No-Fault Just Cause (demolition, withdraw from market) - Section 8-17.060.A.1			
No-Fault Just Cause (family occupancy) - Section 8-17.060.A.2			
For-Cause Curable Lease Violations - Section 8-17.070			
Relocation Assistance - Section 8-17.080			
Tenant Protections During Temporary Relocation - Section 8-17.090.E			
Tenant Buyout Agreements - Section 8-17.100			
Assistance and mediation for Tenant Eviction			
6) Rent Stabilization Program Administration		20%	196
Budget, Staffing, Training, Department Coordination			
Policy/Program Development, Legal Compliance			
Education & Outreach			
Agency Liaison & Regional/State representation			
TOTAL		100%	978

Option B, reallocating 0.60 of an existing Housing Specialist from another City function, seems inadequate when the program is fully operational, and all rental units have been registered. Allocating 978 hours of work is only reasonable as the program is starting up, and the City may consider contracted services to provide support as needed. Achieving high compliance to the rental registration would take a while.

Table 8: Allocation of Time for Option B – Existing Staff (continued)

OPTION B – EXISTING STAFF ALLOCATION OF TIME PROGRAM TASKS	Estimated Units Per Year	Code Enf Officer (% of Time)	Code Enf Officer (Annual Hours)
1) Rental Registration - Section 8-21.12	4,900	30%	122
Rental Registry (New) - Section 8-21.12.B.1	4,900		
Annual Re-Registration - Section 8-21.12.B.2	4,900		
Notice of New Tenancy - Section 8-21.06.B.5	1,552		
Change of Onwership/Management - Section 8-21.12	3		
Verification of Exemption - Section 8-21.12.B.3	245		
Registration Fee Collection - Section 8-21.12.D.1	4,900		
Annual Allowable Rent Calculation - Section 8-21.6.C	1		
Forms of Tenant Rights - Section 8-21.12.B.4 & 8-21.14.A	1		
General Inquiries (Phone Calls & Walk Ins)	2,479		
2) Petition Process – Section 8-21.08 to 8-21.10	132	5%	20
Capital Improvement Pass-Through - Section 8-21.08	1		
Landlord Rent Adjustment - Section 8-21.09	1		
Tenant Petition Rent Adjustment - Section 8-21.10	36		
3) Enforcement and Compliance – Section 8-21.13	245	10%	41
Failures to Maintain Health and Safety Codes - Section 8-21.13.A.2			
Failures to Make Repairs - Section 8-21.13.A.3			
Citations, Prosecutions & Litigations - Section 8-21.17			
Case correspondence and record keeping			
4) Hearings and Appeals – Section 8-21.16	132	10%	41
Landlord Petition - City Manager Decision - Section 8-21.12.C.2			
Admin Review - Director Decision - Section 8-21.16.A			
Appeal - Hearing Officer Decision - Section 8-21.16.B			
Judicial Review - Section 8-21.16.F			
5) Tenant Protections – Section 8-17	1,552	25%	102
Termination of Tenancy - Section 8-17.040	1,552		
Just Cause Evictions - Section 8-17.050			
No-Fault Just Cause (demolition, withdraw from market) - Section 8-17.060.A.1			
No-Fault Just Cause (family occupancy) - Section 8-17.060.A.2			
For-Cause Curable Lease Violations - Section 8-17.070			
Relocation Assistance - Section 8-17.080			
Tenant Protections During Temporary Relocation - Section 8-17.090.E			
Tenant Buyout Agreements - Section 8-17.100			
Assistance and mediation for Tenant Eviction			
6) Rent Stabilization Program Administration		20%	82
Budget, Staffing, Training, Department Coordination			
Policy/Program Development, Legal Compliance			
Education & Outreach			
Agency Liaison & Regional/State representation			
TOTAL		100%	408

Option B, reallocating 0.20 of an existing Code Enforcement Officer from another City function, is severely inadequate when the program is fully operational. For now, the 408 hours of work could be used to assist with enforcement of the rental registration, as petition, code enforcement and tenant protections are not yet needed.

Table 8: Allocation of Time for Option B – Existing Staff (continued)

OPTION B – EXISTING STAFF ALLOCATION OF TIME PROGRAM TASKS	Estimated Units Per Year	Dir of Bldg & Planning (% of Time)	Dir of Bldg & Planning (Annual Hours)
1) Rental Registration - Section 8-21.12	4,900	10%	33
Rental Registry (New) - Section 8-21.12.B.1	4,900		
Annual Re-Registration - Section 8-21.12.B.2	4,900		
Notice of New Tenancy - Section 8-21.06.B.5	1,552		
Change of Onwership/Management - Section 8-21.12	3		
Verification of Exemption - Section 8-21.12.B.3	245		
Registration Fee Collection - Section 8-21.12.D.1	4,900		
Annual Allowable Rent Calculation - Section 8-21.6.C	1		
Forms of Tenant Rights - Section 8-21.12.B.4 & 8-21.14.A	1		
General Inquiries (Phone Calls & Walk Ins)	2,479		
2) Petition Process - Section 8-21.08 to 8-21.10	132	10%	33
Capital Improvement Pass-Through - Section 8-21.08	1		
Landlord Rent Adjustment - Section 8-21.09	1		
Tenant Petition Rent Adjustment - Section 8-21.10	36		
3) Enforcement and Compliance - Section 8-21.13	245	10%	33
Failures to Maintain Health and Safety Codes - Section 8-21.13.A.2			
Failures to Make Repairs - Section 8-21.13.A.3			
Citations, Prosecutions & Litigations - Section 8-21.17			
Case correspondence and record keeping			
4) Hearings and Appeals - Section 8-21.16	132	10%	33
Landlord Petition - City Manager Decision - Section 8-21.12.C.2			
Admin Review - Director Decision - Section 8-21.16.A			
Appeal - Hearing Officer Decision - Section 8-21.16.B			
Judicial Review - Section 8-21.16.F			
5) Tenant Protections - Section 8-17	1,552	10%	33
Termination of Tenancy - Section 8-17.040	1,552		
Just Cause Evictions - Section 8-17.050			
No-Fault Just Cause (demolition, withdraw from market) - Section 8-17.060.A.1			
No-Fault Just Cause (family occupancy) - Section 8-17.060.A.2			
For-Cause Curable Lease Violations - Section 8-17.070			
Relocation Assistance - Section 8-17.080			
Tenant Protections During Temporary Relocation - Section 8-17.090.E			
Tenant Buyout Agreements - Section 8-17.100			
Assistance and mediation for Tenant Eviction			
6) Rent Stabilization Program Administration		50%	163
Budget, Staffing, Training, Department Coordination			
Policy/Program Development, Legal Compliance			
Education & Outreach			
Agency Liaison & Regional/State representation			
TOTAL		100%	326

For the Director of Building and Planning, Option B is same as Option A. Reallocating 0.20 of the Director of Building and Planning from other City functions will provide 326 hours of work for the Rent Stabilization Program. This position would likely provide policy guidance and be the decision maker for various petitions and appeals.

CHAPTER IV – CALCULATING COSTS AND FEES

Program Costs

The direct and indirect operating costs determined by RCS for the various services are based on the definitions of “costs reasonably borne” as utilized in Article XIIIB (Proposition 4) and as further defined by its authors in their background documents. The following are generally accepted elements of “costs reasonably borne.”

Cost of Services

- a) Labor costs and Employee Related Expenses
- b) Operational services and supply expenses
- c) Overhead expense
- d) Administrative costs
- e) Start-up costs
- f) Future capital and replacement expenses
- g) Costs of expansion of services
- h) Repayment of debt

Table 9: Salary & Employee Benefits Costs – Option A – Two New Staff

Option A – Two New Staff	FTE	Staff Hours	Salary Costs	Benefit Costs	Total Costs
Housing Specialist (New)	1.00	1,630	68,624	15,863	84,487
Code Enforcement Officer (New)	1.00	1,630	49,450	28,997	78,447
Code Enforcement Officer (Current)	0.25	408	12,362	7,249	19,612
Director of Building and Planning (Current)	0.20	326	29,157	11,558	40,715
Total Program Staffing	2.45	3,994	159,593	63,668	223,261

Table 10: Salary & Employee Benefits Costs – Option B – Existing Staff

Option B – Existing Staff	FTE	Staff Hours	Salary Costs	Benefit Costs	Total Costs
Housing Specialist (Current)	0.60	978	41,174	9,518	50,692
Code Enforcement Officer (Current)	0.25	408	12,362	7,249	19,612
Director of Building and Planning (Current)	0.20	326	29,157	11,558	40,715
Total Program Staffing	1.05	1,712	82,694	28,326	111,020

Labor and Employee Benefit Costs – RCS worked with the City of Maywood to identify the appropriate staffing levels and calculate associated costs. RCS calculated the labor costs based on Maywood’ methodology for estimating vacant positions. We calculated the employee benefit costs based on the average fringe benefit percentage of each bargaining group.

Operational Services and Supply Expenses - Various contracted services and operating expenses are essential to the City's Rent Stabilization Program. These include the need for legal services, registration software, education & outreach services, and additional policy and process development. Other expenses include postage, legal notices, and IT hardware and software.

Indirect Administrative Costs - The purpose of deriving overhead costs is to apportion these amounts to direct service program costs. By adopting this method, the City will be aware of its true costs and be able to mirror business methods.

The City's Building and Planning budget for FY 2023-24 does not include expenditures for indirect costs or other unforeseen incidentals. Therefore, RCS included an estimated \$72,430 in Option A, which is 20% of the total program costs. In Option B, indirect administrative costs are \$49,290, or 20% of program operating costs for the existing staff model.

Startup Costs - The City's rent programs' budget includes both one-time and ongoing costs. For example, the rental registry software selected by the City has a one-time implementation cost for the initial year, and annual maintenance cost. The registry software is averaged over five years for this study. Interviews with neighboring rent stabilization programs indicate that legal costs may be higher in the initial year as well. The proposed policy and process development costs could be reduced or eliminated in future years, as the City staff could take over this function.

Future Capital and Replacement Expense, Costs of Expansion of Services, and Repayment of Debt - None of these costs apply to the Rent Stabilization Program.

Table 11: Projected Budgets

Cost Account	Option A - Two New Staff	Option B - Existing Staff
5103 - Employee Salaries - Full-Time	159,593	82,694
52xx - Benefits Subtotal	63,668	28,326
6115 - Legal	35,000	35,000
6115 - Registration Software	50,000	50,000
6115 - Hearing Officer	25,000	25,000
6115 - Policy & Process Development	10,000	10,000
6115 - Public Information	10,000	10,000
6202 - Office Materials & Supplies	1,048	639
6304 - Dues and Memberships	1,305	796
6307 - Conference / Meeting Travel	1,926	1,174
6316 - Misc Code Enforcement Expenses	770	470
6501 - Applications/Software	3,852	2,348
9999 - Indirect Administrative Costs	72,430	49,290
Total Budget	\$434,592	\$295,736

Combined, the full cost for the Rent Stabilization Program is \$434,592 per year under Option A staffing model and \$295,736 under the Option B staffing model. Table 11 above presents the line-item budget for the Rent Stabilization Program’s first year of operations.

Calculating the User Fee

While most city services are paid by local tax dollars, cities also adopt user fee schedules to recover costs for fee services, such as recreation classes, planning applications, public works inspections, and building permits. The legal test for a user fee are:

- The customer is identifiable
- The service is measurable (e.g., time or cost)
- The service benefits an individual or group, and the use is exclusive

The Rent Stabilization Program is designed to serve the landlords and tenants and exclude homeowners and businesses owners. The tasks and services within the Rent Stabilization Program proportionately serve all landlords and tenants, therefore, RCS recommends a single, flat Annual Rental Registration Fee.

Unique to Maywood, the staff time needed to process a rental registry exemption will be greater than typical, because it is more difficult to research, review and approve for the City. That is why RCS recommends a Registry Exemption Fee, as calculated below.

Table 12: Suggested Fees for Option A – Two New Staff

OPTION A - TWO NEW STAFF	
Program Costs	\$434,592
Estimated Eligible Rental Units	4,900
Estimated Rental Registry (95% of Total Units)	4,655
Suggested Rental Registration Fee (per Unit)	\$90.00
Allowable 50% Pass-Thru (Monthly per Tenant)	\$3.75
Estimated Revenues - Rental Registry	\$418,950
Estimated Registry Exemptions (5% of Total Units)	245
Housing Specialist - Fully Burdened Hourly Rate	\$63.37
Time to process Registry Exemption (Hours)	1.00
Suggested Registry Exemption Fee (per Unit)	\$63.00
Estimated Revenues - Registry Exemption Fee	\$15,435
Total Estimated Revenues	\$434,385

Table 13: Suggested Fees for Option B – Existing Staff

OPTION B – EXISTING STAFF	
Program Costs	\$295,736
Estimated Eligible Rental Units	4,900
Estimated Rental Registry (95% of Total Units)	4,655
Suggested Rental Registration Fee (per Unit)	\$60.00
Allowable 50% Pass-Thru (Monthly per Tenant)	\$2.50
Estimated Revenues - Rental Registry	\$279,300
Estimated Registry Exemptions (5% of Total Units)	245
Housing Specialist - Fully Burdened Hourly Rate	\$63.37
Time to process Registry Exemption (Hours)	1.00
Suggested Registry Exemption Fee (per Unit)	\$63.00
Estimated Revenues - Registry Exemption Fee	\$15,435
Total Estimated Revenues	\$294,735

The City will have more data after several years of operations and should recalculate the Annual Registration Fee and Registry Exemption Fee then. At that time, the City could also consider separate fees for petition filing, which typically take a significant amount of staff time and resources to process.

CHAPTER IV – COST RECOVERY RECOMMENDATIONS

Suggested Rent Stabilization Fees

RCS has calculated that the fee required to offset the cost of the Rent Stabilization Program will be either \$90 or \$60 per unit, depending on which staffing plan the City Council ultimately adopts. The Registration Exempt Fee, is based upon the time it would take the Housing Specialist to process at the fully burdened hourly rate, approximately one hour and is calculated at \$63 per unit.

Option A – Two New Staff	Required Fee Per Unit	# of Units	Projected Budget
Rental Registration Fee	\$90	4,655	\$419,067
Registration Exemption Fee	\$63	245	\$15,525
Total		4,900	\$434,592

Option B – Existing Staff	Required Fee Per Unit	# of Units	Projected Budget
Rental Registration Fee	\$60	4,655	\$280,211
Registration Exemption Fee	\$63	245	\$15,525
Total		4,900	\$295,736

RCS recommends Option A – Two New Staff, because the demand to operate the Rent Stabilization Program and enforcement of the rent stabilization and tenant protections ordinances will be greater than what current staff can provide. The City can utilize the extra staffing, now, to enforce the rental registration requirement, and only when Maywood has a registration compliance rate greater than 80% that collection of the rental registration fee would be deemed equitable.

After timely payment of the Rental Registration Fee, the landlord may pass through up to fifty percent (50%) of the Rental Registration Fee to tenants of the applicable rental unit, to be paid by the tenant in twelve (12) equal monthly installments. This translates to \$3.75 or \$2.50 per month to be paid by the tenant.

Other Considerations

Achieving high registration compliance in Maywood may be difficult with the current Rent Stabilization Ordinance because there are few fines or penalties for landlords who do not register or pay the registration fee. Other cities have achieved high registration compliance by restricting the landlord's ability to rent out or collect rent when they are noncompliant. Maywood may wish to consider updating the Rent Stabilization Ordinance to include similar language.

Maywood Municipal Code Section 8-21.17 talks about administrative citation, stating “[a]ny Landlord or Tenant who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative citation and fine”. The City will need to enforce and cite some landlords who do not register their rental units, as this program is most successful when the City has a high registration rate. One hundred percent compliance would be ideal.

RCS also recommend implementing late fees for late registrations. After year one, landlords have already registered but have to incentive or disincentive to renew their registration fee. The following fee/late fee for the City based upon best practices from other jurisdictions with a rent stabilization ordinance.

Late Fees starting on October 31	Total Fees & Fines
If paid late, 30 days or less past October 31	Registry Fee + 10% of remaining balance due
If paid 31 to 60 days past October 31	Registry Fee + 25% of remaining balance due
If paid after 60 days past October 31	Registry Fee + 50% of remaining balance due

Finally, RCS recommends creating a special revenue fund to account for all Rent Stabilization Program revenues and expenditures. This separation from the General Fund will help the City manage the program and ensure full cost recovery. The fund should build up and maintain a 20% fund balance reserve.

APPENDIX A – RENT STABILIZATION ORDINANCE AND TENANT PROTECTION ORDINANCE

ORDINANCE NO. 23-07

AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 21 TO TITLE 8 OF THE MAYWOOD MUNICIPAL CODE TO ESTABLISH RENT STABILIZATION REGULATIONS

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. Title 8 (Building Regulations) is hereby amended by adding a new Chapter 21 entitled "Rent Stabilization" to read as follows:

"Chapter 20. Rental Stabilization

- 8-21.01 Purpose.
- 8-21.02 Definitions.
- 8-21.03 Applicability.
- 8-21.04 Exemptions.
- 8-21.05 Excess Rents Unlawful.
- 8-21.06 Permissible Rental Rate Increases.
- 8-21.07 Reasonable Rate of Return.
- 8-21.08 Pass-Through of Capital Improvement Costs.
- 8-21.09 Landlord Application for Rent Adjustment.
- 8-21.10 Tenant Petition for Rent Adjustment.
- 8-21.11 Security Deposit.
- 8-21.12 Rental Unit Registration.
- 8-21.13 Rent Increases Ineffective.
- 8-21.14 Notices to Tenants.
- 8-21.15 Enforcement.
- 8-21.16 Administrative Review and Appeals.
- 8-21.17 Administrative Citations.
- 8-21.18 Additional Remedies.
- 8-21.19 Waiver of Provisions of this Chapter Prohibited.
- 8-21.20 Implementation and Rulemaking.

8-21.01 Findings and Purpose.

The City Council of the City of Maywood finds:

A. Rents throughout the Los Angeles County region continue to rise despite the Tenant Protection Act of 2019. Market pressures, such as increasing real estate costs, has led to a decrease of the affordability and stability of the housing stock. As a result, it is increasingly difficult for Tenants to find adequate, safe, and habitable housing at reasonable rents.

B. According to the Maywood Housing Element, nearly twenty percent of Maywood's households are experiencing poverty. This is more than double the household poverty rate in the Southern California Association of Governments region. Many elderly households are also experiencing poverty. Nearly 80% of Maywood's elderly families earn less than 50% of the Housing and Urban Development Area Median Family Income. Of these elderly families, 57.7% are living in extreme poverty as they earn less than 30% of the Housing and Urban Development Area Median Family Income.

C. According to the Maywood Housing Element, nearly three-quarters of Maywood's housing is renter-occupied. Approximately 63.2 % of Maywood renters are "rent burdened," which is defined by the U.S. Department of Housing and Urban Development (HUD) as a renter-household spending more than 30% of its household income on rent. An additional 30.7% are excessively rent burdened spending 50% or more of their gross income on rent. This is higher than other cities in the Southern California Association of Governments region.

D. The purposes of this Chapter are to promote long-term stability and certainty for Tenants in the rental market while providing Landlords an ability to receive a fair and reasonable return with respect to the operation of their property. This Chapter regulates rents and requires Landlords to register rental property, establishes an administrative hearing process, and provides for procedures, regulations and guidelines for the implementation and enforcement of this Chapter.

8-21.02. Definitions. For purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply:

A. "Administrative Procedures, Regulations and Guidelines" means the administrative procedures, regulations and guidelines adopted by the City Manager pursuant to Section 8-21.20 of this Chapter.

B. "Capital improvement" means the addition, substantial repair or replacement of any improvements to dwelling units, buildings, or common areas, which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to new uses, provided such improvement has a useful life expectancy of more than five years and is the same type of improvement as those allowed to be amortized over the

useful life of the improvement in accordance with the Internal Revenue Code and its regulations or similar improvements as determined by the department and as specified in Section 8-21.08 and in the Administrative Procedures, Regulations and Guidelines. "Capital improvement" does not include normal or routine maintenance or repair or repairs covered by insurance.

C. "Covered Rental Unit" means any Rental Unit that is not designated as exempt pursuant to 8-21.04.

D. "Department" means the Building and Planning Department or other department designated by the City Manager to administer the provisions of this Chapter.

E. "Director" means the Director of Building and Planning or designee.

F. "Hearing Officer" means the person designated by the City Manager or designee to conduct a review hearing and decide petitions and appeals under this Chapter.

G. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of Tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.

H. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

I. "Rent" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of housing services. "Rent" includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. "Rent" does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this chapter.

J. "Rental agreement" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related housing services.

K. "Rental Unit" means any dwelling unit, as defined under California Civil Code Section 1940(c), located in the City and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including, and accessory dwelling units.

L. "Residential Real Property" includes any parcel of land containing one or more dwelling units intended for human habitation.

M. "Service Reduction" means any decrease or diminution in the level of housing services provided by the Landlord on or after the effective date of this chapter, including, but not limited to, services the Landlord is required to provide pursuant to: (a) California Civil Code Section 1941 et seq.; (b) a Rental Agreement between the Landlord and the Tenant; and (c) the level of service as implied by the condition of improvements, fixtures, and equipment, and their availability for use by the Landlord at the time of execution of the Rental Agreement with the Landlord.

N. "Tenancy" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

O. "Tenant" means a Tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement, to the use or occupancy of any Rental Unit.

8-21.03. Applicability. This Chapter shall apply to all Rental Units within the City, unless otherwise exempt pursuant to the provisions of this Chapter or State or federal law. This Chapter shall be known as the "Rent Stabilization Ordinance."

8-21.04. Exemptions. This Chapter shall not apply to any dwelling units expressly exempt pursuant to any provision of state or federal law, and such units shall be exempt from the provisions of this Chapter, with the exception of the requirements of Section 8-21.12. The following dwelling units are also specifically exempt from this Chapter, with the exception of the requirements of Section 8-21.12:

A. Any dwelling unit that has a certificate of occupancy or equivalent permit issued after February 1, 1995. For this purpose, certificate of occupancy or the equivalent permit, is the certificate first issued before the property is used for any residential purpose.

B. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums and townhomes, but excluding mobile homes offered for rent by the owner of the mobilehome, or is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) or (f).

C. Any dwelling unit restricted by deed, regulatory for which the Landlord receives federal, state or local housing subsidies, but excluding any dwelling unit for which a Landlord receives federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937.

D. Any dwelling unit for which rental rates are separately governed by deed restriction, regulatory restriction, a contract or other recorded document with or required by a governmental or non-profit entity, for use as affordable housing pursuant to Health and Safety Code Section 50093.

E. Accommodations in a hotel, motel, inn, tourist home, or rooming and boarding house or other facilities, for which the City has received or is entitled to receive payment of transient occupancy tax pursuant to Article 3 of Chapter 5 of the Maywood Municipal Code.

F. A dwelling unit that the Landlord or the Landlord's immediate family occupies as their principal place of residence at the beginning of the Tenancy so long as the Landlord or the Landlord's immediate family continues in occupancy.

Any person with an ownership interest in a Rental Unit may claim an exemption from this Chapter by filing with the Department an application of exemption on a form approved by the Department.

8-21.05. Excess Rents Unlawful. It shall be unlawful for a Landlord to charge, demand, extract, accept, receive or retain any Rent in excess of the maximum amount which may be validly charged as set forth in this Chapter.

8-21.06. Permissible Rental Rate Increases.

A. Applicability. As of September 22, 2023, no Landlord may request, receive, or retain rent for a Covered Rental Unit from an existing Tenant whose Tenancy began on or before September 22, 2023, in an amount that exceeds the monthly rent that was in effect on September 22, 2023, plus any Rent increase authorized by this Section 8-21.06. No Landlord may request, receive, or retain rent for a Covered Rental Unit from a Tenant whose Tenancy began after September 22, 2023, which amount exceeds the initial monthly rent charged for the Covered Rental Unit, plus any increase authorized by this Section 8-21.06, if applicable.

B. Annual Permissible Rent Increases. On or after September 22, 2023, Rent for a Covered Rental Unit may be increased no more than four percent (4%) or the change in the Consumer Price Index, whichever is less, subject to the following provisions:

1. For purposes of this paragraph, "change in CPI" means the percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim region over the previous 12-month period ending in April

of each year or such other month as provided for in the Administrative Procedures, Regulations and Guidelines.

2. No more than one Rent increase for a Covered Rental Unit may be imposed in any twelve (12) month period following the effective date of the ordinance adopting this Chapter.

3. A reduction in Housing Services is considered an increase in Rent.

4. No Landlord shall be obligated to decrease the Rent in the event of a negative percentage change in CPI. .

5. A Landlord may set an initial Rent for a Covered Rental Unit without restriction at the commencement of a new Tenancy where no Tenant or a member of Tenant's household is an occupant of the Covered Rental Unit in question. After the Landlord sets the initial Rent for such Covered Rental Unit, the Landlord may only increase the rent as provided by this Chapter.

6. A Landlord may impose an annual Rent increase for any Covered Rental Unit, as allowed in this section, only after providing at least 30 days' written notice to the Tenant of the rent increase pursuant to California Civil Code Section 827.

7. A Landlord may impose an annual Rent increase only upon registering the Rental Unit with the City and paying any required annual registration fee.

C. The Department shall announce the maximum allowable annual Rent increase effective as of July 1 of the same year or at such other date as set forth in the Administrative Procedures, Regulations and Guidelines.

D. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase waives that annual Rent increase or the remaining portion of that permitted annual rent increase for the remainder of the Tenancy. A Landlord shall not bank any waived or unused permitted annual rent increases for use in future years.

E. This chapter does not supersede a Landlord's right to set the initial Rent for new tenancies under state law.

F. A Tenant of a Covered Rental Unit subject to this section shall not enter into a sublease that results in a total Rent for the Rental Unit that exceeds the allowable Rent authorized by this section. Nothing in this section authorizes a Tenant to sublet or assign the Tenant's interest where otherwise prohibited.

G. A Tenant may refuse to pay a Rent increase which is in violation of this Chapter. Such refusal to pay the unallowed increased amount in excess of permitted Rent

charges shall be an affirmative defense in any action brought to recover possession of a Rental Unit or to collect the Rent increase owed.

H. Notwithstanding the provisions of this Section 8-21.07, any rent increase may not be imposed until after the 60th day from the effective date of this Chapter and as long as the Landlord is in compliance with the other provisions of this Chapter.

8-21.07. Reasonable Rate of Return. This Chapter allows for an annual adjustment of Rent for any of up to CPI or four percent (4%), whichever is less, as set forth in Section 8-21.06. The City finds such an increase provides a just and reasonable return on a Landlord's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, however, any Landlord who contends that the limit on rental increases set forth in this Chapter above will prevent a Landlord from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in Section 8-21.06 under the procedures set forth in section 8-21.09 and under applicable laws.

8-21.08. Pass-Through of Capital Improvements Costs.

A. A Landlord may pass through fifty percent (50%) of Capital Improvement costs to existing Tenants in Covered Rental Unit in accordance with this Section and the Administrative Procedures, Regulations and Guidelines.

B. Capital Improvements must be for the primary benefit, use and enjoyment of Tenants, cost-factored, and amortized over a useful life of at least five (5) years, and permanently fixed in place or relatively immobile and appropriate to the use of the rental property. A Landlord must file an application for recover of Capital Improvement costs within twelve (12) months from the date of completion of the Capital Improvement.

C. If a Landlord's application is approved by the Director, the Landlord may pass-through approved costs of Capital Improvements to Tenants in Covered Rental Units only if: (1) the Landlord has provided written notice to the Tenant of the approved pass-through costs to Tenants in accordance with California Civil Code Section 827; (2) the Landlord has registered each Rental Unit, and is current on payment of registration fees pursuant to Section 8-21.12.

D. The Director's decision may be appealed to a hearing officer in accordance with Section 8-21.15.

8-21.09. Landlord Application for Rent Adjustment.

A. If a Landlord desires to increase the Rent for a Covered Rental Unit in an amount greater than allowed in Section 8-21.06, and the Landlord contends that the limitations on Rent increases in Section 8-21.06 will prevent the Landlord from receiving

a fair and reasonable return with respect to the operation of the property containing the Rental Unit, the Landlord may file a rent adjustment application with the Community Development Department to request an increase in Rent beyond the amount permitted under Section 8-21.06. The application for the Rent increase shall be processed in accordance with the provisions herein and the Administrative Procedures, Regulations and Guidelines.

B. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code Section 1947.12.

C. If a Landlord's application for a rent increase is approved by the Director, the rent increase is effective only if: (1) the Landlord has provided written notice to the Tenant of the approved Rent increase for the Covered Rental Unit in accordance with California Civil Code Section 827; and (2) the Landlord has registered each Rental Unit in the Rental Property, and is current on payment of registration fees pursuant to Section 8-21.12.

D. The Director's decision may be appealed to a hearing officer in accordance with Section 8-21.15.

8-21.10. Tenant Petition for Rent Adjustment.

A. If a Tenant contends that a proposed or actual rent increase is not in compliance with this Chapter or that there has been a reduction in Housing Services, the Tenant may file a petition with the Department within one-hundred eighty (180) days from the date the Tenant knew, or reasonably should have known, of the Landlord's potential violation. The Tenant shall mail a copy of the petition by first class mail, postage prepaid, to the Landlord within five calendar days after the date the petition is filed. Within ten calendar days after the date the petition is filed, the Tenant shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to the Landlord. The petition shall include a statement indicating the basis on which the Tenant contends that a proposed or actual rent increase or a proposed or actual reduction in housing services is in violation of this Chapter, together with any evidence that the Tenant wants the Director to consider. The Tenant shall bear the burden of proving by a preponderance of the evidence at the hearing that the rent increase or reduction in housing services is not in compliance with this Chapter.

B. Tenant petitions will be considered and determined by the Director in accordance with Administrative Procedures, Regulations and Guidelines. The Director's decision may be appealed to a hearing officer, in accordance with the procedures set forth in Section 8-21.16

8-21.11. Security Deposit.

A. Landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of the security deposit charged or received at the initiation of the Tenancy.

B. As used in this section, security deposit means any "security" as defined in California Civil Code Section 1950.5.

8-21.12. Rental Unit Registration.

A. Registration Required. No Landlord shall demand or accept rent for a Covered Rental Unit without first registering the Covered Rental Unit and serving on the Tenant or displaying in a conspicuous place, proof of registration.

B. Registration Process.

1. Within 60 days after the effective date of this Chapter for the initial registration, and on or before September 30th of each subsequent year, a Landlord must register with the department each Rental Unit that is rented or available for rent for a term exceeding 30 consecutive days by filing a rental registration in a form approved by the City. The Landlord shall provide the Rent amount and Tenancy information for every Rental Unit on the rental registration form. Registration is complete only when any and all fees under this Chapter have been paid and all of the following information is provided: ownership information; property information; year built; certificate of occupancy date or the date the final permit was issued by the City; the number of total Rental Units in the rental property; the number of bedrooms and bathrooms for each Rental Unit; Tenant information, including names and move-in dates; the amount of rent in effect at the time of registration and the date and amount of the last rent increase; and a description of the housing services.

2. After the initial Rental Unit registration, the Landlord shall: (i) update the rental registration annually; (ii) update the rental registration within 30 days of the start of a new tenancy; (iii) update the rental registration if there is any subsequent change in tenancy or ownership (i.e. change in ownership or management or change in owner's or manager's contact information).

3. A Landlord of a Rental Unit which is not registered with the City because of a claim of exemption, shall provide the City, on a form approved by the City and accompanied by supporting documentation, a written declaration stating the facts upon which the Landlord bases a claim of exemption from this Chapter. If a Landlord fails to submit a written declaration and supporting documents by September 30, 2023 and September 30 of each year thereafter, the Rental Unit shall be deemed to be subject to the provisions of this Section 8-21.06. If a Landlord declares that the Rental Unit is not subject to the registration requirements of this Section because the Rental Unit is vacant,

the Landlord shall provide a certification to the Department declaring that the Rental Unit is and shall remain vacant, and the Rental Unit shall be secured against unauthorized entry.

4. For every Rental Unit for which a Landlord is required to register pursuant to this Section, the Landlord shall post a notice in a form provided by the City, providing information about this Chapter and the Department's contact information. Notices must be posted in a conspicuous location in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to provide Tenants a reasonable opportunity to view the notice. If there is no common area or similar location, this requirement may be satisfied by mailing the notice to each Tenant of the building, by certified mail, return receipt requested. The notice shall be written in English and Spanish, and in any other languages as required by the City.

C. Failure to Comply; Appeals and Final Administrative Decision.

1. The Department shall provide written notification to the Landlord of a failure to comply with this Section and allow 15 calendar days to respond. The Landlord is deemed not in compliance until the Landlord provides the rental information as required by Section 8-21.12.B.1.

2. Any Landlord disputing the Department's notification of deficient registration may file a written appeal with the City Clerk within ten calendar days of the date of the notice of deficiency. The City Manager shall provide a written notice within 30 calendar days of its appeal decision, which shall be a final administrative decision.

D. Registration fee.

1. A Landlord must pay an annual registration fee for each Rental Unit in the amount established by resolution of the City Council. Such fees are intended to recover the city's reasonable costs associated with the administration and enforcement of the rent stabilization and Tenant eviction protection regulations as set forth in this Chapter 8-21 and Chapter 8-17.

2. A Landlord may recover fifty percent (50%) of the registration fee from the Tenant for the registration of Tenant's Rental Unit (the "pass-through fee"). A Landlord may only collect one pass-through fee at a time and only if the Landlord provides the Tenant with thirty (30) days' notice before collecting the pass-through fee. The pass-through fee is not considered rent and should appear as a separate line item on the rent statement. A Tenant's payment to the Landlord for the pass-through fee shall be paid in twelve (12) equal monthly installments, unless otherwise agreed to by the Tenant.

8-21.13. Rent Increases Ineffective.

A. No Rent increase shall be effective if the Landlord:

1. Fails to substantially comply with all provisions of this Chapter, as it may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the service of the Tenant with a legally required notice of a rent increase under State law, the registration of all Rental Units within the City, and the payment of all fees; or

2. Fails to maintain the residential real property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or

3. Fails to make repairs ordered by the City or court of competent jurisdiction.

B. Any waiver or purported waiver by a Tenant of rights granted under this article prior to the time when such rights may be exercised shall be void as contrary to public policy.

8-21.14. Notices to Tenants.

A. **Mandatory Notices to Tenants.** Landlords must provide to each Tenant, prior to, or at the time of, agreeing to rent or lease a Covered Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and Spanish and any other language as needed. Landlords must provide the form notice in the following circumstances.

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement; and

3. When providing notice of a rent increase or decrease in a Covered Rental Unit.

B. **Notice Regarding Potential Pass-Through Costs and Fees.** A Landlord shall include language in the rental agreement that Tenant may be subject to pass-through costs and fees that have been reviewed and approved by the Department.

C. If the rental agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights and notice regarding potential pass-through costs and fees in English and the language in which the rental agreement was negotiated or written.

8-21.15 Enforcement. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

8-21.16 Administrative Review and Appeals.

A. Administrative Review.

1. The Director's decision on a Rent Adjustment Application, Pass-Through Cost Recovery Application or a Tenant Petition for Adjustment will be given in a notice of decision. In the case of a decision on a Rent Adjustment Application or Pass-Through Cost Recovery Application, the Landlord shall, within five calendar days after the decision date identified in a notice of decision that approves an increase in rent or a pass-through of capital improvement costs or other pass-through, deliver a copy of the notice to each affected Tenant. In the case of a decision on a Tenant Petition for Adjustment, the Director shall serve the notice of decision on the Tenant and the Landlord concurrently.

2. The Director shall review and evaluate applications pursuant to this chapter and issue a notice of decision in accordance with adopted procedures and regulations.

3. The Director may request documents, interview witnesses and affected parties, and gather necessary evidence to review and make appropriate conclusions and findings.

4. The Director's decision may be appealed to a hearing officer in accordance with the following procedures set forth herein.

B. Appeal. A Landlord or an affected Tenant who wishes to contest the Director's decision on a Rent Adjustment Application or Pass-Through Cost Recovery Application, or a Landlord or Tenant who wishes to contest the Director's decision on a Tenant Petition for Adjustment, may file a request for appeal of the Director's decision with the City Clerk requesting a hearing, which will be heard in accordance with the procedures set forth in this Section.

1. Appeals shall be submitted in writing on a request for appeal form, along with the accompanying appeal fee, and filed with City Clerk within 30 calendar days after the decision date identified in the notice of decision ("final decision"). The hearing officer shall have no authority to consider matters not filed within thirty (30) days of the final decision. If the filing deadline falls on a weekend, holiday, or other day when city hall is officially closed, the filing deadline will extend to the following city hall business day.

2. The request for appeal shall specifically state the pertinent facts and the basis for the appeal and shall include:

a. A general statement, specifying the basis for the appeal and the specific aspect of the decision being appealed, and shall be based upon an error in fact or dispute of findings.

b. Supporting evidence substantiating the basis for the appeal.

c. Any other documentation or information the appealing party wants the hearing officer to consider.

C. Hearing Procedure.

1. Hearing Dates. A hearing on a request for appeal will be scheduled before a hearing officer for a date no sooner than 15 days and no later than 60 days after receipt of the request for appeal, unless the hearing officer determines that good cause exists for an extension of time. Upon setting the hearing date, the hearing officer shall send written notice to the appealing party of the date, time and place set for the hearing. Within five (5) calendar days of receipt of the notice of hearing, the appealing party shall deliver a copy of the notice to each affected Tenant or Landlord, as applicable, via personal service or certified mail return receipt requested.

2. Public Hearing. The appeal hearing shall be conducted at a hearing open to the public. At the hearing, the hearing officer shall review the record of the decision and hear testimony of the party requesting the appeal, representatives of the department, and any other interested party. The hearing officer may continue the hearing and request additional information from the Landlord or Tenant before issuing a written decision. The hearing officer shall have the power to issue orders to keep order and decorum during the hearing.

3. Application and Materials. At an appeal hearing, the hearing officer shall consider only the administrative record that was the subject of the department's final decision.

4. Hearing continuance. The hearing officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause. The request must be made in writing and be received by the hearing officer at least five business days prior to the hearing date. If the Landlord is the party requesting an extension, the Landlord must personally deliver a copy of the request to the affected Tenant(s). If a Tenant is the party requesting an extension, the Tenant must personally deliver a copy of the request to the Landlord or Landlord's agent. In no event shall the continuance be longer than 15 calendar days from the originally scheduled hearing date.

D. Decision and Notice.

1. After the hearing, the hearing officer shall either: (a) affirm, modify, or reverse the department's decision and specify the reasons for its decision; or (b) refer the matter back to the department for further review.

2. A written decision shall be rendered within thirty (30) calendar days of the conclusion of the hearing. The hearing officer shall deny, affirm or modify the Director's decision and shall adopt written findings in support of that decision.

3. The written decision shall be served by first-class mail, postage prepaid on the appealing party and as applicable, the Landlord or affected Tenant within ten (10) days after the hearing officer renders its decision.

E. Final Decision. The decision of the hearing officer shall be final and not subject to further appeal.

F. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a hearing officer pertaining to a request for appeal of a director's decision under this Chapter, may seek judicial review in the court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

G. Hearing Officer. The City Manager shall establish procedures for the selection of a Hearing Officer. Hearing Officers shall be selected in a manner that avoids the potential for pecuniary or other bias. In no event shall the Hearing Officer be the Director. The compensation, if any, of the Hearing Officer shall be paid by the City. Compensation shall not be directly or indirectly conditioned upon whether or not decisions of the City are upheld by the Hearing Officer.

8-21.17 Administrative Citations. Administrative Citation. Any Landlord or Tenant who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative citation and fine as provided for in Section 6-4.30 of this Code.

8-21.18 Additional Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter. The court may award reasonable

attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this chapter in any action by a Landlord to recover possession of a Rental Unit.

C. Each violation of any provision of this chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

D. The above remedies are not exclusive and do not preclude the city or any Tenant from seeking other remedies or penalties provided by applicable law.

8-21.19. Waiver of Provisions of this Chapter Prohibited. Any provision of a rental agreement or lease, including any amendment or extension, or any other agreement between a Landlord and a Tenant, which waives any provision of this Chapter, including but not limited to the provision relating to the maximum amount of rent to be paid for a Covered Rental Unit, shall be deemed to be against public policy and shall be void, unless expressly authorized by State law.

8-21.20. Implementation and Rulemaking.

A. The City Manager and City Attorney shall take all actions necessary to implement this Rent Stabilization Ordinance and effectuate the intent of the City Council in adopting this Rent Stabilization Ordinance, including the preparation of informational materials and forms.

B. To implement and enforce this Chapter, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted.

Section 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 3. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 4. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

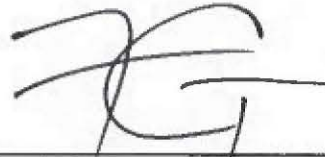
PASSED, APPROVED, AND ADOPTED, this 23rd day of August, 2023.

AYES: DE LA RIVA, MARQUEZ, TORRES, AGUILUZ, GARCIA

NOES:

ABSENT:

ABSTAIN:



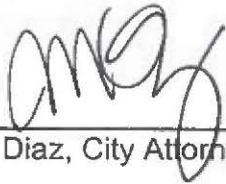
Frank Garcia, Mayor

ATTEST:



Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

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I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Ordinance, being Ordinance No. 23-07, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 23rd day of August, 2023, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES: DE LA RIVA, MARQUEZ, TORRES, AGUILUZ, GARCIA

NAYES:

ABSENT:

ABSTAINED:



Daisy Guerrero, Deputy City Clerk

ORDINANCE NO. 23-11

AT ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS

THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY ORDAINS AS FOLLOWS:

Section 1. Chapter 17 of Title 8 of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

Chapter 17. Tenant Protections.

8.17.010. Findings and Purpose.

In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds the provisions of this Chapter 17, regulating, among other things, just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons: (i) The just cause for termination of a residential tenancy under this Chapter is consistent with California Civil Code § 1946.2; and (ii) This Chapter provides additional tenant protections that are not prohibited by any other provisions of applicable law.

8.17.020 Applicability. This Chapter shall apply to all Rental Units within the City, unless otherwise exempt pursuant to the provisions of Chapter 21 of Title 8 of this Code or State or federal law. This Chapter shall be known as the "Tenant Protection Ordinance."

8.17.030. Definitions

A. "Administrative Procedures, Regulations and Guidelines" means the administrative procedures, regulations and guidelines adopted by the City Manager pursuant to Section 8.17.150 of this Chapter.

B. "Buyout agreement" means a written agreement between a landlord and a tenant as provided in Section 8.17.090 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

B. "City" means the city of Maywood.

C. "Code" means the city of Maywood Municipal Code.

D. "Department" means the Building and Planning Department or other department designated by the City Manager to administer the provisions of this Chapter.

- E. "Director" means the Director of Building and Planning or designee.
- F. "Ellis Act" means California Government Code Sections 7060 through 7060.7.
- G. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of Tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.
- H. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.
- I. "Landlord's Family Member" means a spouse, brother, sister, children, grandchildren, parents, or grandparents of a landlord, provided the is a natural person whose name is on the title of the property and not a corporation or partnership. A natural person is required to have at least fifty-one percent (51%) ownership in the rental property.
- J. "Rent" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of housing services. "Rent" includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. "Rent" does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to Chapter 20 (Rental Stabilization) of Title 8 of this Code.
- K. "Rental Agreement" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related housing services.
- L. "Rental Complex" means one or more buildings used in whole or in part for residential purposes, located on a single lot, contiguous lots, or lots separated only by a street or alley.
- L. "Rental Unit" means any dwelling unit, as defined under California Civil Code Section 1940(c), located in the City and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including, and accessory dwelling units.

M. "Tenancy" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

N. "Tenant" means a Tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement, to the use or occupancy of any Rental Unit.

8.17.040 Termination of Tenancy

A. No landlord shall terminate a tenancy of an occupied rental unit if at least one tenant has continuously and lawfully occupied the rental unit for 12 months or more unless the landlord can demonstrate either a Just-Cause or No-Fault Just Cause termination.

B. When terminating a tenancy either Just Cause or No-Fault Just Cause, a landlord must comply with all of the following:

1. The landlord must serve a written notice to the tenant in accordance with California Civil Code Sections 1946 and 1946.5 that states the landlord will terminate the tenancy, indicates at least one for-cause or no-fault reason for termination in reasonable detail, and includes any other information required by federal or state law; and

2. The landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945 through 1946.5; and

3. The landlord qualifies the termination as Just Cause or No-Fault Just Cause, as specified in this section; and

4. If the termination is a No-Fault Just Cause termination, the landlord has provided the tenant with the notice of relocation assistance required by Maywood Municipal Section 8.17.080; and

5. The landlord has submitted to the Department, within five days after service of the notice of termination on the tenant, a true and accurate copy of the landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the tenant. The landlord shall maintain proof of service to the department as evidence that the landlord has complied with this section.

8.17.050. Just Cause Termination of Tenancy

A. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a Just Cause termination.

1. **Failure to Pay Rent.** Tenant failed to pay rent within three days of written notice being served on tenant by landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161.

2. **Violation of Material Term of Rental Agreement.** Tenant violated a Material Term of the rental agreement as provided in California Code of Civil Procedure Section 1161(3), after receiving written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the landlord of such violation.

3. **Waste.** A tenant committed waste as described in California Code of Civil Procedure Section 1161(4).

4. **Nuisance or Illegal Purpose.** Tenant has maintained, committed, or permitted the maintenance or commission of a nuisance at the Rental Unit or used the Rental Unit for an illegal purpose as provided in California Code of Civil Procedure Section 1161(4) including:

a. Any crime or act of violence committed by a tenant of a rental unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed; or

b. Any threat of violent crime or violence, which includes any statement made by a tenant, or at the tenant's request, by the tenant's agent, to any person who is on the property where the rental unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or

c. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the Rental Unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the tenant from the landlord and the passage of a reasonable cure period.

It shall be an affirmative defense to an action for possession of a rental unit under this Section 8.17.050(A)(4) if a court determines that: (i) the tenant or the tenant's household

member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) the Notice of Termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the tenant or a tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. **Failure to Sign Substantially Similar Lease.** The tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand from the landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For purposes of this subsection, the landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

6. **Assignment or Subletting in Violation of Lease.** The tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4). Notwithstanding any contrary provision in this section, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the rental unit if all the following requirements are met:

(a) The tenant requests permission from the owner in writing to sublease the rental unit;

(b) The tenant continues to reside in the rental unit as their primary residence;

(c) The sublease replaces one or more departed tenants under the lease on a one-for-one basis; and

(d) The landlord fails to respond to the tenant in writing within forty-five (45) days of the receipt of the tenant's written request. If the landlord fails to respond to the tenant's written request, the request shall be deemed approved by the landlord if the lease is for a period of one year or less. A landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

7. **Refuse Access.** Tenant's refusal, after landlord has provided a written request, to allow the Landlord reasonable access to the rental unit for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

8. **Failure to Vacate After Termination of Employment.** Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has

been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

9. **Failure to Vacate After Termination of Lease.** When the Tenant fails to deliver possession of the rental unit after: (a) providing the landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (b) making a written offer to surrender, that is accepted in writing by the landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

10. **Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in Section 422(a) of the California Penal Code, on or off the rental unit, that is directed at any landlord or agent of the landlord of the rental unit.** Further, at-fault just cause eviction of a tenant under this provision shall only apply to that tenant who committed the criminal activity described herein. If a tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the tenant within the applicable statute of limitations period, the tenant shall be offered the right to restore the tenancy only if the same rental unit is available.

8.17.060. No-Fault Just Cause Eviction

A. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a No-Fault termination.

1. A landlord seeks in good faith to recover possession in order to imminently: (a) demolish the rental unit; or (b) withdraw the rental unit permanently from rental housing use pursuant to the Ellis Act and other applicable state laws. In the case of any amendment to the Ellis Act, or any other provision of State law which amendment is inconsistent with this paragraph, this paragraph shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

2. A landlord seeks in good faith to recover possession of a rental unit for the use and occupancy by landlord or landlord's family member as the principal residence only once for that person for each rental complex of the Landlord. Said rental unit must be occupied as the principal residence within 90 days of the tenant household vacating the rental unit, and the rental unit must continue to be occupied as the principal residence of landlord or landlord's family member for at least three years, as affirmed by the Landlord in a written affidavit submitted to the City.

a. A landlord must provide the tenant 60 days' written notice that the landlord intends to terminate the tenancy pursuant to this subsection.

b. Owner-Occupancy Disclosure.

i. Not less than 60 days prior to the final date of the tenancy, in addition to any notice required by California Civil Code Section 827, the landlord must disclose to the department the name(s) of the eligible individual(s) who will occupy the rental unit, and the relationship of said individual(s) to the landlord. The information shall be provided on a form approved by the City and under penalty of perjury.

ii. The department may contact landlord during the three-year occupancy time frame to confirm that the landlord or landlord's family member resides in the recovered rental unit(s), and may obtain written verification of residency, signed by the landlord under penalty of perjury.

c. A landlord may not terminate a tenancy under this section if any of the following apply, unless the landlord or landlord's family member who will reside in the dwelling unit is similarly situated as the tenant or tenant's household members who are being displaced:

i. Any tenant in the rental unit has continuously resided in the rental unit for at least five years, and a member of tenant's household is either: (A) 60 years of age or older; or (B) disabled as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;

ii. Any tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice in the state of California; or

iii. Any tenant in the rental unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).

d. The Landlord may only recover possession of a unit once in a thirty-six (36) month period under this Section.

e. Tenant's Right of First Return.

i. If a landlord or landlord's family member ceases occupation of the rental unit within three years after the final date of tenancy, the tenant of a rental unit is entitled to receive notice of the first right to return to rent the same unit at the rent previously charged plus any annual rent increases allowed under Chapter 21 of Title 8 of this Code.

ii. Nothing in this section shall be construed to relieve the landlord of the obligation to directly contact the former tenant and to advise the tenant that the recovered rental unit will again be offered for rent.

B. All No-Fault terminations of tenancy are eligible for relocation assistance.

8.17.070. For-Cause Curable Lease Violation

A. Before a landlord of rental unit issues a notice to terminate a tenancy For Cause that is a curable lease violation, the landlord shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to California Code of Civil Procedure Section 1161(3). If the violation is not cured within the time period set forth in the notice, a three (3) day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. Any written notice to cease or correct must:

(1) Be dated and served upon the tenant, pursuant to at least one of the methods authorized under California Code of Civil Procedure Section 1162, as may be amended from time to time;

(2) Inform the tenant that failure to cure may result in the initiation of eviction proceedings;

(3) Inform the tenant of the right to request a reasonable accommodation;

(4) Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the termination of the Tenancy.

8.17.080 Relocation assistance.

A. Permanent Relocation Assistance. When relocation assistance must be paid to tenants who are evicted from their rental unit pursuant to Section 8.17.060, the landlord must make the relocation assistance payment in accordance with this section. The landlord must provide written notice to the tenant of the tenant's entitlement to permanent relocation assistance at the same time the landlord serves a notice of termination of tenancy.

1. The landlord shall pay a relocation assistance amount equal to three times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

2. If any tenant residing in the rental unit from which the tenants are to be displaced includes a qualified tenant, then all tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

a. The landlord shall pay an additional relocation assistance amount equal to one times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any tenant who: (i) is 60 years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code; or (ii) has one or more dependent children under the age of 18 residing in the rental unit; or (iii) meets the income limits for a "lower-income household" as defined in California Health and Safety Code Section 50079.5; or (iv) Has continuously resided in the rental unit for five years or more.

The tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the tenants living in the rental unit from which the tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

3. Permanent relocation assistance payments must be paid directly to the tenant.

a. If a rental unit is occupied by two or more tenants, then each tenant of the rental unit shall be paid a pro-rata share of the relocation assistance payment.

b. Landlord shall pay one-half of the relocation assistance due no later than 15 days following service of the termination of tenancy and the balance due no later than five business days after the tenant has vacated the rental unit. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this chapter shall be recoverable as damages in an action to recover possession.

8.17.090 Tenant Protections During Temporary Untenantable Conditions

A. Temporary untenantable conditions resulting from the activities described in this Section 8.17.090, are not a valid basis for a No-Fault Just Cause eviction under Section 8.17.060.

B. Landlords must mitigate untenantable conditions, including those resulting from the activities described in paragraph C below, either through actions to ensure that tenants can safely remain in their rental unit during the work or through the temporary relocation of tenants to comparable alternative housing accommodations. These two mitigation measures should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the

construction. Untenantable conditions and/or an untenantable dwelling include the conditions described paragraph C below, in Cal. Civil Code § 1941.1 and any other condition that makes the rental unit incapable of being safely occupied.

C. The activities described below will be subject to the mitigation requirements of Section 8.17.090:

1. Substantial rehabilitation consisting of the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation. The Landlord is required to secure building permits from the City.

2. Work performed in order to comply with housing, health, building, or safety laws of the State or this code, including but not limited to work performed to correct existing untenantable conditions. The Landlord is required to secure building permits from the City.

3. Tenant is required to temporarily vacate a rental unit upon the order of any government officer or agency.

4. Fumigation occurs that cannot be completed when a rental unit is occupied.

D. In order to mitigate temporary untenantable conditions, described in Section 8.17.090 B and C, a landlord must:

1. Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

2. Provide for protection of tenant's personal property during construction;

3. Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

4. Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

5. Take reasonable steps to prevent the disruption of major systems during construction;

6. Provide for the safe storage of construction equipment and materials;

7. Provide for the safe ingress and egress of tenant and tenant's guests;
8. Conform to permitted construction hours under this code or project permits;
9. Post a notification to tenants 30 days prior to commencement of construction or, as soon as practicable in the event of an emergency and in no event less than 24 hours prior, in an easily observable location at or near tenant entrances, including on the door of each affected rental unit, which notice shall state the expected duration of the construction work and briefly describe the nature of the work, and shall remain posted throughout the course of construction.

E. Temporary relocation.

1. If the activities described in Section 8.17.090 B and C will make the rental unit an untenable dwelling or will expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos, the landlord shall provide tenant with the following temporary relocation assistance during the temporary displacement period:

(a) Relocation to a motel or hotel accommodation or a short-term rental which is safe, sanitary, comparable to the tenant's sleeping arrangement, and unless otherwise agreed upon by the landlord and tenant, within a reasonable distance of the tenant's rental unit, and contains standard amenities such as a telephone and television;

(b) Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;

(c) Reasonable compensation for laundry, if tenant's rental unit included laundry facilities inside the rental unit and the temporary accommodation does not include laundry facilities inside the unit;

(d) Reasonable accommodation for pets that were permitted in tenant's rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets;

(e) Any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant for tenant's rental unit; and

(f) Any costs related to returning tenant to his/her rental unit, if applicable.

2. Unless otherwise agreed upon by landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under Section 8.17.090.E.1.a. The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is

more expensive than the tenant's existing rent calculated on a daily basis. All other compensation under Section 8.17.090.E.1 shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

3. The landlord shall have the option, in lieu of providing tenant relocation in accordance with Section 8.17.090.E.1.a of providing the tenant with comparable housing at any time during the period of the displacement, subject to the following:

(a) Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, appliances, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law.

(b) If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit throughout the period of displacement.

(c) The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit.

(d) If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the rental unit and the temporary housing.

(e) The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in accommodations, amenities, and services.

4. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her relocation rights under this Section 8.17.090.E and that the tenant understands his/her rights. The amount of the per diem payment shall be determined periodically by a resolution of the City Council.

5. The temporary housing required by this Section 8.17.090.E shall be available to tenant within 24-hours of service or posting of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be available to tenant as of the date the tenant actually vacates.

6. The displacement and relocation of a tenant pursuant to this Section 8.17.090.E shall not terminate the tenancy of the displaced tenant. The displaced tenant

shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

7. A tenant that is relocated for thirty (30) days or more shall not be responsible for any rent due on the rental unit from which it was relocated during the period of relocation and failure to pay rent during this period shall not constitute relinquishment of tenancy rights.

8. Temporary relocation payments as described in this Section will be made on a pro-rata basis to the tenant.

9. If the temporary displacement is for thirty (30) days or less, the Landlord must provide the Tenant a per-diem payment. If the temporary displacement is for thirty-one (31) days or more, the Landlord must provide the Tenant with comparable temporary accommodations or if agreed to by the Landlord and Tenant, a per diem payment.

10. The landlord shall provide written notice, before the tenant is temporarily displaced advising the tenant of the right to reoccupy the rental unit under the existing terms of tenancy once the work which necessitated the displacement is completed and the projected completion date of such work. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for the notifications required to be provided by the landlord under this Section 8.17.090.E. When the date on which the rental unit will be available for re-occupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail. If it became necessary to temporarily relocate the tenant for over 30 days and the tenant has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy the rental unit. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of re-occupancy prior to the start of temporary relocation.

11. A copy of all written notices to tenant required by this Section 8.17.090.E shall be filed with the Department within five business days after providing such notice to tenant.

12. Nothing in this Section 8.17.090 shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

13. The remedies under this Section 8.17.090 are cumulative and in addition to any other remedies available under federal, State, or local law.

F. Option to voluntarily terminate tenancy.

1. If the temporary untenable conditions of a rental unit are projected to persist for 30 days or more, the tenant of that rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of Section 8.17.100, and the return of any security deposit that cannot be retained by the landlord under applicable law.

2. If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by Section 8.17.100.E.9, the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of Section 8.17.100 shall be renewed.

G. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

H. The amount of the per diem payment and other reasonable compensation described in this Section shall be determined periodically by a resolution of the City Council.

I. The timing of any payments and notices and any other matters to effectuate the provisions of this Section 8.17.090 shall be set forth in the Administrative Procedures, Regulations and Guidelines.

8.17.100. Tenant buyout agreements.

A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the landlord shall provide each tenant in the rental unit a written disclosure, on a form approved by the department, in English and in the tenant's primary language if other than English translated at the landlord's expense, that shall include all of the following:

1. A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;

2. A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

3. A statement that the tenant may rescind the buyout agreement for up to 30 days after it is fully executed;

4. A statement that the tenant may contact the department for information about other buyout agreements in the tenant's neighborhood and other relevant information;

5. Any other information required by the department consistent with the purpose and provisions of this section; and

6. A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the landlord's expense. The landlord shall give each tenant a copy of the proposed buyout agreement at least 45 days before it is executed by the parties.

2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the tenant:

a. "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."

b. "You have a right not to enter into a buyout agreement."

c. "You may choose to consult with an attorney before signing this buyout agreement. The City of Maywood Building and Planning Department may also have information about other buyout agreements in your neighborhood."

C. Rescission of Buyout Agreement. A tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the department a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties.

8.17.110. Retaliatory Eviction.

A. No landlord may terminate a tenancy or refuse to renew a tenancy or otherwise cause a tenant to vacate a rental unit, if the landlord's intent in termination of

the tenancy or refusal to renew the tenancy is retaliatory in nature, and if the tenant is not in default as to the payment of rent.

B. A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

C. Retaliation against a tenant because of the tenant's exercise of rights under this Chapter or Chapter 21 of Title 8 (Rental Stabilization) is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this chapter in evaluating a claim of retaliation.

8.17.120. Anti-Harassment.

No landlord, or any person, acting as a principal or agent, or any contractor, subcontractor or employee of the landlord shall engage in harassment of any tenant of any rental unit that is subject to the provisions of Chapter 21 of Title 8 of this Code under any rental unit agreement, which includes the following conduct done with an intent to vex, annoy, injure or intimidate a tenant:

1. Interrupt, terminate reduce or fail to provide housing services required by a rental agreement or by Federal, State, or local housing, health or safety laws, or threaten to do so, or violate California Civil Code Sections 789.3 and 1940.2, except when necessary to comply with a court order or local or State law;

2. Fail to perform repairs and maintenance required by a rental agreement or by Federal, State, or local housing, health, or safety laws;

3. Conduct elective renovation or construction of rental unit for the purpose of harassing a tenant;

4. Request or demand an unreasonable amount of information from tenant in response to a request for reasonable accommodation.

5. Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow applicable industry repair, containment or remediation requirements designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;

6. Abuse the landlord's right of access into an rental unit as that right is specified in California Civil Code Section 1954. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain tenants or are used to collect evidence against the tenant or otherwise beyond the scope of an otherwise lawful entry;

7. Abuse the tenant with words which are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications;

8. Influence or attempt to influence a tenant to vacate an rental unit through fraud, intimidation or coercion (examples of such influence or attempts include, but are not limited to, the following: excessive rent increases, baseless threats to evict, threats to report immigration status, threats to report a tenant to the United States Department of Homeland Security, terminating a tenancy on a fraudulent basis of owner-occupancy, excessive and baseless entries by landlord);

9. Threaten the tenant, by word or gesture, with physical harm, or repeatedly mistreat an occupant of a Rental Unit during in-person conversations, through social media postings or messages, or other communications, with language, verbal or written, that a reasonable person would consider likely to cause fear or provoke an immediate violent reaction.

10. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child, immigration status, source of income, gender identity, gender expression, or any other class expressly protected by a local, State, or Federal law;

11. Take action to terminate any tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of an rental unit based upon facts which the landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the landlord. No landlord shall be liable under this subsection for bringing an action to recover possession unless and until the tenant has obtained a judgment in the tenant's favor in that action. This subsection shall not apply to any attorney who in good faith initiates legal proceedings against a tenant on behalf of a landlord to recover possession of a rental unit;

12. Interfere with a tenant's right to quiet use and enjoyment of the rental unit as that right is defined by California law;

13. Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set forth in the rental agreement or as established by the usual practice of the parties or applicable law, or in a notice to pay rent or quit;

14. Interfere with a tenant's right to privacy, including, but not limited to, entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection, requesting information about residence or citizenship status, protected class status, or social security number, or requiring any statement, representation, or certification concerning these matters, except as required by law or in the case of a social security number, for the purpose of obtaining information to determine qualification for tenancy, or releasing such information except as required or authorized by law;

15. Remove from the rental unit personal property, furnishings, or any other items without the prior written consent of the tenant, except when done pursuant to enforcement of a legal termination of tenancy or as otherwise authorized by law;

16. Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate;

17. Attempt to coerce a tenant to vacate with offers of payment to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied by threats or intimidation in pending eviction actions;

18. Refuse to cash or process a rent check or other form of acceptable rent payment for over thirty (30) days after it is tendered;

19. Engage in repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy;

20. Retaliate, threaten, or interfere with the right of a tenant to: organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards, informing other tenants of their rights and of opportunities to involved themselves in organized tenant activities;

21. Disclose or threaten to disclose to any person or entity information about the immigration status of a tenant in retaliation for engaging in legally protected activities or to influence them to vacate;

22. Prohibit entry by the tenant into the tenant's rental unit absent a judicial order permitting repossession by the landlord or a declaration by a local official that the building or unit is unsafe;

23. Solicit a tenant for sexual conduct in exchange for protection from eviction or make other quid pro quo sexual demands on a tenant; and

24. Retaliate against or threaten a tenant for inquiring with, or seeking assistance from, a government or social services agency.

25. Provide false written or verbal information regarding any federal, state, or local tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice.

26. Fail to maintain a current address, in addition to any electronic payment methods, for delivery of rent payments;

27. Offer payments to: (a) A tenant to vacate, including a buyout agreement offer, more frequently than once every six months, after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate; or (b) Attempt to coerce the tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.

8.17.130. Notices to Tenants.

A. **Mandatory Notices to Tenants.** Landlords must provide to each tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of tenant rights under this chapter. The department shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement; and

B. If the rental agreement is negotiated or written in a language other than English, the landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written.

8.17.140. Administration.

A. **Enforcement Authority.** The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

B. The Department may collect data regarding residential evictions in the City, in an effort to help the City better understand rental housing and its impacts on renters and housing providers, and inform the need to develop and implement additional ordinances or policies regarding residential housing.

8.17.150. Implementation and Rulemaking.

A. The City Manager and City Attorney shall take all actions necessary to implement this Tenant Protection Ordinance and effectuate the intent of the City Council

in adopting this Tenant Protection Ordinance, including the preparation of informational materials and forms.

B. To implement and enforce this Chapter, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted.

8.17.160 Administrative Citations.

Any Landlord who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative citation and fine as provided for in Section 6-4.30 of this Code.

8.17.170 Injunction.

Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Chapter may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city.

8.17.180 Additional Remedies.

A. **Civil Liability.** Any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction, against the Landlord or any person, acting as a principal or agent, of Landlord or any contractor, subcontractor or employee of the Landlord, for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. **Defense to Eviction.** A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this chapter in any action by a Landlord to recover possession of a Rental Unit.

C. Each violation of any provision of this chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

D. The above remedies are not exclusive and do not preclude the city or any Tenant from seeking other remedies or penalties provided by applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this Chapter.

8.17.180 Lawful Evictions.

Nothing in this Chapter shall be construed to prevent the lawful eviction of a tenant by appropriate legal means.

Section 2. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. It can be seen with certainty that regulations that prevent harassment of tenants in order to cause them to vacate their units will not cause a significant effect on the environment.

Section 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 4. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

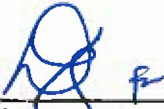
Section 5. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 25th day of October 2023.



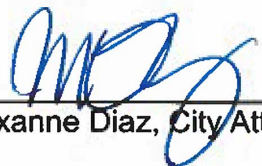
Frank Garcia, Mayor

ATTEST:



Brian E. Juarez

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Ordinance, being Ordinance No. 23-11, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 25th day of October, 2023, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES: DE LA RIVA, MARQUEZ, TORRES, AGUILUZ, GARCIA
NAYES:
ABSENT:
ABSTAINED:



Brian E. Juarez, City Clerk

APPENDIX B – MAYWOOD PARCEL DATA

Estimated Rental Units Covered by the Maywood Rent Stabilization Program

Category	Use Code Description	Eligible Units	Housing Units	Number of Parcels
Commercial	Auto Body and Fender, 1 Story	-	4	24
	Auto Service Center, No Gasoline, 1 Story	-	-	1
	Bank or Savings and Loan, 1 Story	-	-	1
	Fast Food, Walk Up, 1 Story	-	-	1
	Hotel, 1-49 Rooms, 2 Stories	20	20	1
	Miscellaneous, 1 Story	-	-	2
	Motel, 1-49 Rooms, 1 Story	11	20	3
	Motel, 1-49 Rooms, 2 Stories	-	18	1
	Office Building and Residence, 1 Story	-	-	1
	Office Building, 1 Story	-	10	18
	Parking Lot, Patron/Employee, 1 Story	-	5	33
	Professional Building, 1 Story	-	1	7
	Professional Building, Med/Dental, 1 Story	-	-	3
	Restaurant	-	1	1
	Restaurant, Lounge or Tavern, 1 Story	-	8	15
	Service or Repair Shop, 1 Story	-	-	2
	Service Station	-	-	1
	Service Station, 1 Story	-	-	2
	Shopping Center, Community, 1 Story	-	7	7
	Store and Office, 1 Story	-	7	9
	Store and Residence, 1 Story	18	71	19
	Store and Residence, 2 Stories	1	2	2
	Store, 1 Story	-	31	58
	Store, 2 Stories	-	-	1
	Supermarket, 12000+ SqFt, 1 Story	-	-	1
	Supermarket, 6000-11999 SqFt, 1 Story	-	-	1
	Supermarket, Under 6000 SqFt, 1 Story	-	-	1
Commercial Total		50	205	216
Govt. Owned	Art Center/Museum	-	-	1
	Public School, General	-	5	1
Govt. Owned Total		-	5	2
Industrial	Food Processing Plant, Meat, 1 Story	-	-	2
	Heavy Manufacturing, 1 Story	-	2	4
	Light Manufacturing, 1 Story	-	3	33
	Miscellaneous, 1 Story	-	-	1
	Open Storage, 1 Story	-	-	1
	Parking Lot, Industrial Use, 1 Story	-	-	8
	Warehousing, 10000-24999 SqFt, 1 Story	-	-	2
	Warehousing, 25000-50000 SqFt, 1 Story	-	1	1
	Warehousing, Under 10000 SqFt, 1 Story	-	46	25
Industrial Total		-	52	77
Institutional	Churches, 1 Story	-	7	10
	Hospital, Nursing/Convalescent, 1 Story	-	1	1
	Private Schools, 1 Story	-	3	2
Institutional Total		-	11	13
Irrigated	Private Rural Pumping Plant	-	-	1
Irrigated Total		-	-	1
Miscellaneous	Utility/Commercial/Mutual SBE Assessed	-	2	2
Miscellaneous Total		-	2	2
Recreational	Clubs, Lodge Halls, Fraternal Orgs, 1 Story	-	1	7
Recreational Total		-	1	7
Residential	1 Unit	216	1,523	1,519
	1 Unit, Condominium	-	4	4
	1 Unit, Other Improvements	1	2	2
	1 Unit, Pool	5	38	38
	1 Unit, Therapy Pool	-	2	2
	2 Units, 1-4 Stories	1,104	1,124	564
	2 Units, 1-4 Stories, Pool	14	14	7
	3 Units, 1-4 Stories	1,073	1,106	371
	3 Units, 1-4 Stories, Pool	9	9	3
	4 Units, 1-4 Stories	692	692	175
	5+ Units, 1-4 Stories	1,713	1,792	217
	5+ Units, 1-4 Stories, Pool	20	20	1
	Detached Condominium	3	3	3
	Rooming House	-	51	1
Residential Total		4,850	6,380	2,907
Vacant	2 Units, Vacant	-	2	1
	Commercial, Unassigned, Vacant	-	6	7
	Industrial, Vacant	-	-	3
	Unassigned, Vacant	-	-	1
	Vacant Residential	-	2	3
Vacant Total		-	10	15
Grand Total		4,900	6,666	3,240

APPENDIX C –ANNUAL REPORT SERVICE METICS

Alameda (FY21)			Maywood Pro-Rated
FULLY Regulated Units	12,174		
PARTIALLY Regulated Units	1,887		
TOTAL Units	14,061		4,900
		Per 100	
Submission for Rent Review or Registration	147	1.05	51
Petitions filed for rent adjustment	40	0.28	14
Termination of Tenancy Submissions	19	0.14	7
Buyout Agreement Submissions	21	0.15	7
Temporary relocation submissions	6	0.04	2
Capital improvement plan submission	1	0.01	0
Units monitored for compliance after "no fault" termination	68	0.48	24
Referrals for enforcement	10	0.07	3
Public records requestions	15	0.11	5
Decisions by hearing officers	11	0.08	4
Staff review of rental registration (errors/issues)	964	6.86	336
Referred to Legal - Enforcement of Ordinance violations	20	0.14	7
Referred to Legal - Registration Errors	197	1.40	69
Non-Registered or incorrect payments/number of units	926		323
Approved exemptions	902		314

East Palo Alto (FY19)			Maywood Pro-Rated
TOTAL Units	4,600		4,900
		Per 100	
Petitions Filed	124	2.70	132
<i>Habitability and Maintenance</i>	7	0.15	7
<i>Rent Ceiling Violation</i>	3	0.07	3
<i>Landlord's Failure to Register</i>	1	0.02	1
<i>Landlord's Fair Return Petition</i>	111	2.41	118
<i>Appeals</i>	2	0.04	2
Public Inquiries	2,327	50.59	2,479
<i>Tenant Walk-Ins</i>	89	1.93	95
<i>Landlord Walk-Ins</i>	127	2.76	135
<i>Other Walk-Ins</i>	80	1.74	85
<i>Phone Calls</i>	362	7.87	386
<i>Emails</i>	1,669	36.28	1,778
Notices Received			
<i>3 Day Notices (Not WPC)</i>	89	1.93	95
<i>WPC 3 Day Notices</i>	705	15.33	751
<i>Unlawful Detainers (Not WPC)</i>	18	0.39	19
<i>WPC Unlawful Detainers</i>	55	1.20	59
<i>Change in Tenancy/Vacancy Reg. (Not WPC)</i>	71	1.54	76
<i>WPC Change in Tenancy/Vacancy Registration</i>	332	7.22	354

Oakland (FY20)			Maywood Pro-Rated
TOTAL Units	14,822		4,900
		Per 100	
Eviction/Vacation Notices (Required for All within City)	4,696	31.68	1,552
Move-Out Disclosure Certification Forms	221	1.49	73
Move-Out Relocation Agreements	62	0.42	20
Petitions Filed	599	4.04	198
Mediation & Settlement Conferences	47	0.32	16
Petitions (Appeals) Submitted to Board	634	4.28	210
<i>Appealable Decisions</i>	406	2.74	134
<i>Number of Appeals Heard</i>	56	0.38	19
<i>Resolved at End of FY</i>	51	0.34	17

Richmond (FY20)			Maywood Pro-Rated
FULLY Regulated Units (rent control & just cause)	8,996		
PARTIALLY Regulated Units (just cause only)	11,914		
TOTAL Units	20,910		4,900
		Per 100	
Counseling sessions conducted	4,369	20.89	1,024
Households referred to legal services	95	0.45	22
Mediations held	11	0.05	3
Rent amount consultation with Hearing Unit Coordinator	457	2.19	107
Settlement Agreements reached	24	0.11	6
Rent decreases ordered	6	0.03	1
Rent increases ordered	4	0.02	1
Authorized rent increase notices	939	4.49	220
Termination of tenancy notices filed	1,925	9.21	451

San Jose (FY21)			Maywood Pro-Rated
TOTAL Units	37,911		4,900
		Per 100	
Tenant Buyouts	15	0.04	2
Petitions (FY20)	113	0.30	15
Petitions (FY21)	63	0.17	8
<i>Withdrawn</i>	6	0.02	1
<i>Ineligible</i>	7	0.02	1
<i>Pending</i>	14	0.04	2
<i>Staff Decision</i>	3	0.01	0
<i>Hearing Officer Decision</i>	10	0.03	1
<i>Voluntary Agreement Arranged by Staff</i>	-	-	-
<i>Voluntary Agreement Arranged by Hearing Officer/Mediator</i>	23	0.06	3
Just Cause Notices	9,717	25.63	1,256

Santa Monica (2019)		Maywood Pro-Rated
STUDIO Properties	2,853	
1 BED Properties	12,931	
2 BED Properties	9,597	
3+ BED Properties	2,000	
TOTAL Units	27,381	4,900

		Per 100	
Contacts	15,176	55.43	2,716
Counter	2,409	8.80	431
Phone	11,819	43.16	2,115
E-mail	948	3.46	170
Community Meetings	9	0.03	2
Seminars by Rent Control staff	5	0.02	1
Realtor Association	1	0.00	0
Building-Specific Tenant Meetings	3	0.01	1
Website Visits	133,623	488.01	23,913
Tenancy rent registration forms	3,976	14.52	712
Petitions (TOTAL)	128	0.47	23
Petitions - Decrease Rent	80	0.29	14
Withdrawn or dismissed prior to mediation or hearing	3	0.01	1
Referred to directly board hearing	7	0.03	1
Resolved prior to mediation	3	0.01	1
Referred to mediation	67	0.24	12
Cases Mediated	97	0.35	17
Withdrawn or dismissed	16	0.06	3
Resolved	35	0.13	6
No resolution - referred to hearing	25	0.09	4
Partial resolution - referred to hearing	4	0.01	1
Pending	4	0.01	1
Hearing Activity	70	0.26	13
Referred directly, prior to mediation	9	0.03	2
Referred from mediation	31	0.11	6
Remanded from Board	25	0.09	4
Ongoing from prior year	29	0.11	5
Tenant Buyouts	73	0.27	13

West Hollywood (FY18)		Maywood Pro-Rated
0 BEDROOM Properties	2,420	
1 BEDROOM Properties	8,933	
2 BEDROOM Properties	4,854	
3 BEDROOM Properties	480	
4+ BEDROOM Properties	20	
TOTAL Units	16,707	4,900

		Per 100	
Mediation	400	2.39	117
Rent Adjustment Hearings Filed	108	0.65	32
Hearings Held	83	0.50	24
Hearing Requests Withdrawn	15	0.09	4
Postponed or Administratively Dismissed	16	0.10	5
Appeals/Decisions	23	0.14	7

APPENDIX D – SURVEY OF RENT STABILIZATION PROGRAMS

Survey of Rent Stabilization Programs

Jurisdiction	Approved By	Ordinance Effective Date	Population (2020 Census)	Rent Review Board/ Committee	Rental Registration Required	Rental Registration Fee
Alameda City	City Council	Ordinance No. 3249 effective 9/4/19.	78,280	Rent Review Advisory Committee	Required	\$155/fully regulated units; \$105/partially regulated units; \$0/rental units occupied by subsidized tenants
Baldwin Park	City Council	12/4/19 effective 1/3/20.	72,176	None	Required	\$28/unit
Bell Gardens	City Council	9/12/2022	37,927	None	Required	\$156/unit
Berkeley	Voter	Rent Stabilization 6/3/80; Tenant Buyout 3/14/17. ADU Clarification, Emergency Exemption 11/3/20.	124,321	Rent Stabilization Board	Required	\$250/full regulated unit; \$150/partially regulated units; \$37/subsized unit; \$70/summer sorority/fraternity outside member rental unit
Culver City	City Council	Mediation: 5/11/19. Rent Control and Tenant Protections, 10/30/20.	40,799	None	Required	\$167/unit
East Palo Alto	City Council	Tenant Protections 5/6/14; Rent Stabilization 06/08/2010. Last amended 11/8/16.	30,034	Rent Stabilization Board	Required	\$222/non-exempt unit
Hayward	City Council	6/25/19 effective 7/25/19.	162,954	None	Not Required	Complaint Based Fees \$40/residential covered rental unit, \$19/residential rental unit
Inglewood	City Council	5/19/2011	107,762	Rental Housing Board	Required	\$206/unit \$92/unit Section 8
Los Angeles City	City Council	4/21/79. Last amended 5/20.	3,898,747	Rental Housing Oversight Commission	Required	\$38.75/unit
Oakland	City Council	10/7/80. Last amended 6/4/2019.	440,646	Residential Rent and Relocation Board	Required	\$101/unit
Richmond	Voter	Fair Rent adopted 11/08/16. Relocation adopted 12/20/16, effective 01/2017.	116,448	Rent Board	Required	\$218/unit fully covered, \$123/unit partially covered and governmentally subsidized
San Francisco	Board of Supervisors	6/79. Last amended 12/19.	873,965	Rent Board	Required	\$59.00/apartment unit, \$29.50/residential hotel room
Santa Ana	City Council	10/19/2021	310,227	TBD	TBD	\$100/unit
Santa Monica	Voter	Charter: 4/10/79. Last amended 2010. Tenant Relocation: 2/27/90 last amended 3/28/17. Tenant Harassment: 10/10/95 last amended 01/13/15.	93,076	Rent Control Board	Required	\$198/unit
Unincorporated Los Angeles County	Board of Supervisors	Effective 04/1/20.	1,057,162	Rental Housing Oversight Commission	Required	Before 4/22 - Free, May - Sept 2022 - \$90/fully covered units
West Hollywood	City Council	6/27/85. Last amended 12/2019.	35,757	Rent Stabilization Commission	Required	\$144/unit full \$60/unit partial

APPENDIX E – RENT STABILIZATION POLICIES OF CALIFORNIA CITIES - 2023

Rent Stabilization Policies of California Cities - 2023

Municipality	Restriction	Ordinance
Alameda	Landlords are limited to the base rent charged as of 9/1/19 plus the Annual General Adjustment (AGA). For tenancies beginning after 9/1/19, the base rent is the initial rent amount. The AGA is calculated using 70% of the regional Consumer Price Index (CPI), with a 1% floor and 5% ceiling. Each year in May the Program Administrator announces the AGA effective September 1st. A Landlord who does not increase rent by the full amount allowed annually can "bank" the unused portion and impose it in a later year. A new AGA of 3.5% went into effect on September 1, 2022. However, special Pandemic "wind-down" rules apply. See the Alameda Rent Program FAQ .	Alameda, California Code of Ordinances §§ 6-58.10 - 6-58.155
Antioch	Effective 7/23/22 landlords may increase rent once every 12 months, limited to 60 percent of the local CPI or 3%, whichever is less. Single-family homes without accessory units, condominiums and cooperatives are exempt as are units first certified for occupancy after 2/1/95.	Antioch Municipal Code Title 11, Chapter 1. §§ 11-1.01 - 11-1.013. Rent Stabilization.
Baldwin Park	Rent is effectively limited to 5% per 12-month period (based on the Consumer Price Index) of the "base rent ceiling" (rent in effect on 3/5/19, or if none the initial rent charged on the first day of tenancy).	Baldwin Park Code of Ordinances Chapter 11 §§ 129.01 - 129.78
Bell Gardens	Rent increases are limited to 50% of the local CPI or 4%, whichever is less.	Bell Gardens Municipal Code Chapter 5.62, "Rent Stabilization", and Chapter 5.63, "Tenant Eviction Protections".
Berkeley	Each January 1st rent ceilings are increased by the Annual General Adjustment (AGA). The AGA is set by October 31 of the preceding year, but has been 65% of the percentage increase of the regional Consumer Price Index (CPI) since 2005. Landlords or tenants may petition for exception.	Berkeley Municipal Code §§ 13.76.110 - 13.76.120
Beverly Hills	Landlord may increase rent once every 12 months, limited to 3% of the current rent, or the regional Consumer Price Index (CPI), whichever is higher.	Beverly Hills Municipal Code § 4-6-3
City of Commerce	Rent increases are expressly subject to the provisions of AB 1482 California Tenant Protections Act (Cal. Civ. Code §§ 1946.2 and 1947.12).	City of Commerce Municipal Code §§ 19.40.010 - 19.40.090

Municipality	Restriction	Ordinance
Culver City	The rent as of 10/30/20 on then-existing tenancies, or the initial rent charged on tenancies beginning thereafter, is the "base rate" from which increases are calculated. Increases are limited per 12-month period to the average annual change in the Consumer Price Index (CPI) with a cap of 5%; if the CPA increase is less than 2%, the cap is 2%. Landlords can petition for an increase above the cap amount. (CCMC § 15.09.215).	Culver City Municipal Code §§ 15.09.200 - 15.09.270
East Palo Alto	Annual rent increases are limited to 80% of the percentage increase in the regional Consumer Price Index (CPI). Overall increase may not exceed 10% in any 12-month period.	East Palo Alto, California Code of Ordinances §§ 14.04.040, 14.04.090 - 100
Fairfax	Rent increases are limited to 60% of the percentage increase in the regional consumer price index (CPI) annually. Overall increase may not exceed 5% total. The cap is retroactive to 2/2/22.	Fairfax Town Code Title 5, Business. Chapter 5.55 "Rent Stabilization Program" §§ 5.55.010-5.55.120.
Gardena	Rent increases exceeding 5% are subject to mediation and binding arbitration.	Gardena Municipal Code §§ 14.04.010 - 14.04.300
Glendale	No limit on rent increases but increases exceeding 7% over any 12-month period may trigger relocation payments if tenants choose to vacate rather than renew.	Glendale Municipal Code §§ 9.30.10 - 9.30.100
Hayward	Rent increases are limited to 5% per year absent exception. Landlords may "bank" annual increases, but aggregate rent increases cannot exceed 10% in any year.	Hayward Municipal Code §§ 12:1.01 - 12:1.21
Inglewood	The base rent amount for calculations is the rent in effect on 6/18/19 or the initial rent for tenancies starting thereafter. Only one increase is allowed every 12 months, calculated from the day the increase first takes effect. For residential properties with five or more units, the maximum increase is 3% or the cost of inflation (whichever is greater), as measured by the local CPI. The increase cannot exceed 10%. For residential properties with four or less units, the maximum increase is 5% PLUS the cost of inflation as measured by the local CPI. The increase cannot exceed 10%.	Inglewood Municipal Code §§ 8-125 - 8-234
Los Angeles	Only one rent increase is allowed every 12 months based upon the regional Consumer Price Index (CPI). Effective July 1, 2020, the annual allowable increase is 3%.	Los Angeles Municipal Code §§ 151.00 - 155.09
Unincorporated Los Angeles County	Only one rent increase is allowed annually, based on the change in the regional Consumer Price Index (CPI) up to a total of 8% including pass-throughs and fees.	Los Angeles County Code §§ 8.52.010 - 8.52.200

Municipality	Restriction	Ordinance
Los Gatos	Rent may be increased only once annually and the increase cannot exceed the greater of 5% of existing rent, or 70% of the regional Consumer Price Index (CPI). The landlord can always increase rent with tenant's written consent.	Los Gatos Town Code §§ 14.80.010 - 14.80.315
Mountain View	Rents may be raised starting September 1st each year by Board-determined amount that is no less than 2%, nor more than 5%, of the existing rent. Landlords may "bank" annual rent increases.	Mountain View Code of Ordinances §§ 1700 - 1720
Oakland	Rent may be increased once in any twelve-month period. Increases are limited based upon the local Consumer Price Index (CPI) or to prior "banked" increases but cannot exceed 60% of the percentage increase in the CPI for April of that calendar year from April of the immediately preceding calendar year, or 3%, whichever is lower. From 8/1/22 through 7/31/23 the limit is 3%. However, landlords may increase rent up to 5% for each qualifying additional tenant. Owners may also increase the rent when a tenant doesn't use the unit as a principal residence. Subtenants are also protected from overcharging by primary tenants.	Oakland Municipal Code § 8.22.065 et seq.
Oxnard	Rent increases are limited to 4% annually, and one increase in any twelve (12) month period.	Oxnard City Code §§ 27-21 – 27-23
Palm Springs	Only one rent increase is allowed annually, limited to 75% of the increase in the regional Consumer Price Index (CPI). Rent control is permanently removed after the tenant voluntarily vacates or is evicted for cause. As a result, few properties remain subject to rent control.	Palm Springs Municipal Code §§ 4.02.010 - 4.08.190
Pasadena	Only one rent increase is allowed annually, limited to 75% of the increase in the regional Consumer Price Index (CPI).	Pasadena Municipal Code §§ 1801-1824
Richmond	Only one increase is allowed annually, limited to the lower of either 60% of the increase in the regional Consumer Price Index (CPI), or 3% of current rent, whichever is lower.	Richmond Code of Ordinances §§ 11.100.010 - 11.100.130
Sacramento	Rent increases cannot exceed 5% plus the percentage of annual increase in the cost-of-living adjustment promulgated by the U.S. Department of Labor, Bureau of Labor Statistics. The total increase is capped at 10% annually, and only one increase is allowed in any 12-month period.	Sacramento City Code §§ 5.156.010 - 5.156.150
San Francisco	Annual rent increases are limited to 60% of the regional Consumer Price Index (CPI).	San Francisco Administrative Code § 37.3

Municipality	Restriction	Ordinance
San Jose	The "Annual General Increase" is limited to the monthly rent for the previous 12 months, multiplied by 5% via one annual increase. The Landlord must petition for a higher increase.	San Jose Municipal Code §17.23.310
Santa Ana	Rent increase are expressly for buildings with certificate of occupancy on or before 1/1/95, annual rent increases are limited to the lower of 3% per year, or 80% of the percent change in the Consumer Price Index over the most recent 12-month period. The allowable increase is published no later than June 30 of each year.	Santa Ana Municipal Code §§ 8- 1998.1 – 8- 1998.3.
Santa Barbara	Rent increase are expressly subject to the provisions of AB 1482 California Tenant Protections Act (Cal. Civ. Code §§ 1946.2 and 1947.12).	Santa Barbara Municipal Code §§ 26.50.010 - 26.50.070
Santa Monica	The Rent Control Board determines each year's increase ("General Adjustment" or GA). The Maximum Allowable Rent (MAR) for any unit is its base rent plus the increase allowed per the annual GA. In November 2022 voters approved Measure RC, which caps future general adjustments at 3% beginning February 2023, and reduces the MAR to .8% through August 2023 - effectively bringing the 2023 average rent increase to 3%. The city has a helpful webpage for determining allowable increases here.	Santa Monica City Charter Amendment §§ 1800 - 1821
Thousand Oaks	Rent control is very limited—it only applies to tenants who have resided in the same unit since 1987.	Thousand Oaks Rent Stabilization Ordinances Nos. 755-NS, 956-NS, 1284-NS
West Hollywood	Rent increases are limited to 75% of the increase in the regional Consumer Price Index (CPI) during the preceding 12 months.	West Hollywood Municipal Code §§ 17.36.020 et seq.

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