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

WEDNESDAY, JANUARY 22, 2025 AT 6:00 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
Mayra Aguiluz

MAYOR PRO TEM
Heber Marquez

COUNCIL MEMBERS
Eddie De La Riva
Jaime Flores
Frank Garcia

CITY CLERK
Jennifer E. Vasquez

CITY TREASURER
Jennifer E. Vasquez

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/89351447131 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 4:30 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. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

V. 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.

VI. PUBLIC HEARING

1. A PUBLIC HEARING FOR THE AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2024-2025 AND ADOPTION OF RESOLUTION NO. 6397 APPROVING THE CHANGE IN DESIGNATION OF PARK SITES FOR THE PARK IMPROVEMENTS PROJECT

2. A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2025-2026 AND ADOPTION OF RESOLUTION NO. 6398 APPROVING THE FISCAL YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

VII. PRESENTATIONS

HOLIDAY HOME DECORATING CONTEST WINNERS

RECOGNITION OF THE MAYWOOD CENTER FOR ENRINCHED STUDIES FORMER SCHOOL PRINCIPAL GABRIEL DURAN

GATEWAY CITIES COUNCIL OF GOVERNMENTS PRESENTATION: CITY OF MAYWOOD RECEIVES THE 2024 GATEWAY CITIES ENERGY ACTION GOLD AWARD

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY OF MAYWOOD YEAR IN REVIEW

VIII. 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.

3. MINUTES OF THE DECEMBER 17, 2024, REGULAR CITY COUNCIL MEETING

4. REVENUE REPORT DECEMBER 2024

5. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL DECEMBER 2024

6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6399 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

7. OBTAIN AUTHORIZATION IN DECLARING CITY PROPERTY, UNSUABLE BACKHOE TRACTOR AND GOLFCART EQUIPMENT, AS SURPLUS AND AUTHORIZING THOSE ITEMS FOR AUCTION

8. CONSIDERATION OF APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR CANNABIS MANAGEMENT SERVICES

9. CONSIDERATION OF APPROVING THE COMMUNITY PARTNER AGREEMENT WITH KABOOM! FOR THE CONSTRUCTION OF A NEW PLAYGROUND PLAYSPACE AT PIXLEY PARK AND ALLOCATING THE CITY'S CONTRIBUTION AMOUNT OF $8,500

10. OBTAIN AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSAL (RFP) OR BID FOR CITY-WIDE TRAFFIC SIGNAL, SIGN AND STREETLIGHT MAINTENANCE SERVICES

11. CONSIDERATION TO APPROVE AMENDMENT NO. 1 TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH TIERRA WEST ADVISORS INC. IN AN AMOUNT NOT TO EXCEED $135,000 FOR REAL ESTATE PROJECT MANAGEMENT, DISPOSITION SERVICES, AND PLANNING SERVICES

12. CONSIDERATION TO APPROVE RESOLUTION NO. 6400, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD MAKING EXPRESS FINDINGS AND DETERMINATIONS THAT MODIFICATIONS TO THE 2022 CALIFORNIA FIRE CODE ARE REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS; AND INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL

CODE

13. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-03 ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE AS THE CITY OF MAYWOOD ADOPTS THE LOS ANGELES COUNTY FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-09, 8-12, 8-13, 8-18, 8-19, AND 8-21, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

IX. DISCUSSION/ACTION ITEMS

14. CONSIDERATION OF APPROVING AN EMERGENCY EXTENSION BETWEEN THE CITY OF MAYWOOD AND CROSSTOWN ELECTRICAL & DATA, INC. TO EXTEND THE CONTRACT AGREEMENT FOR AN ADDITIONAL THREE MONTHS

X. 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.

XI. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is scheduled for February 26, 2025, at 6:00 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, City Clerk / 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.

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 1.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: A PUBLIC HEARING FOR THE AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2024-2025 AND ADOPTION OF RESOLUTION NO. 6397 APPROVING THE CHANGE IN DESIGNATION OF PARK SITES FOR THE PARK IMPROVEMENTS PROJECT

RECOMMENDATION:
Staff recommends that the City Council, after holding a public hearing, adopt Resolution No. 6397 approving the Amendment to the FY 2024-2025 Community Development Block Grant (CDBG) Program to revise the park locations listed for the Park Improvements Project FY 2024-2025.

BACKGROUND:
Each program year, the City receives an annual Community Development Block Grant (CDBG) allocation from the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA). On January 24, 2024, a Public Hearing was conducted for the FY 2024-2025 Community Development Block Grant (CDBG) Program. The City Council approved CDBG funding for the Graffiti Removal Program, Code Enforcement Program, Sidewalk Rehabilitation Project, and Park Improvements Project.

According to HUD and LACDA requirements, actions to modify or significantly change a City's program are considered to be off-cycle changes and by definition are categorized as Substantial Amendments. The proposed amendment for the Park Improvements Project will remove previously approved park project locations and approve alternative park project sites.

This public hearing was noticed through the attached public hearing notice, pursuant to HUD and LACDA requirements, and complies with citizen participation regulations.

DISCUSSION:
During the project design and planning phase for the Park Improvements Project, a preliminary project scope of work items for Pixley Park, Pine Avenue Park, and Riverfront Park was submitted for review and comment. The FY 2024-2025 CDBG allocation for the Park Improvements Project is $200,000.

The Los Angeles County Development Authority's (LACDA) criteria for Community Development Block Grant (CDBG) funding were restrictive concerning the scope of work needed at Pixley Park, Pine Avenue Park, and Riverfront Park. These restrictions significantly limited the number and extent of improvements that could be constructed at these locations.

In contrast, the proposed improvements at Benito Juarez Park and Maywood Park align with the CDBG funding criteria, addressing existing hazards and accessibility issues with the walkways, and allowing for a more comprehensive and impactful use of the funds. Therefore, the proposed amendment to the CDBG allocation would remove Pixley Park, Pine Avenue Park, and Riverfront Park and designate Benito Juarez Park and Maywood Park as project sites for park improvements.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
Fiscal Year 2024-2025 funding for the Park Improvements Project was appropriately budgeted at $200,000 in CDBG Fund (Acct# 243-150-6370-project code #6304) - Department Code 150 - Community Development Block Grant. There is no change to the CDBG funding allocation. There is no impact to the City's General Fund budget.

ATTACHMENT(S)
1. Resolution No. 6397 FY 2024-2025 CDBG Program Amendment Park Improvements Project
2. Public Hearing Notice FY 2024-2025 CDBG Program Amendment
3. Resolution No. 6332 Approving FY 2024-2025 CDBG Program
4. Signed Resolution No. 6332 Approving FY 2024-2025 CDBG Program

RESOLUTION NO. 6397

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE AMENDMENT TO THE FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM TO CHANGE DESIGNATION OF PARK SITES FOR THE PARK IMPROVEMENTS PROJECT

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, on January 24, 2024, the City Council passed, approved and adopted Resolution No. 6332 approving the FY 2024-2025 Community Development Block Grant (CDBG) program budget in the total amount of $526,922; and

WHEREAS, the FY 2024-2025 Community Development Block Grant (CDBG) program budget included an allocation of $200,000 for the Park Improvements Project; and

WHEREAS, the City submitted the proposed scope of work for park improvements at Pixley Park, Pine Avenue Park, and Riverfront Park for review; and

WHEREAS, the City was informed by the Los Angeles County Development Authority (LACDA) about the CDBG eligibility criteria upon review of the proposed scope of work for the City's park improvements; and

WHEREAS, the criteria limit the number and extent of improvements that could be constructed at Pixley Park, Pine Avenue Park, and Riverfront Park; and

WHEREAS, the City desires to designate Benito Juarez Park and Maywood Park as the project sites and remove Pixley Park, Pine Avenue Park, and Riverfront Park to align with the CDBG park improvements criteria.

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

SECTION 1. That the Maywood City Council hereby approves the amendment to the CDBG program to change the designated park sites for the Park Improvements Project FY 2024-2025 and instructs staff to submit the CDBG Program amendment for approval to the Los Angeles County Development Authority.

SECTION 2. That the City Manager is authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the Amendment to the FY 2024-2025 CDBG Program.

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2025.

_____

Mayra Aguiluz , 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)

I, Daisy Guerrero, Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6397 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 22nd day of January, 2025 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Daisy Guerrero, Deputy City Clerk

CITY OF MAYWOOD
NOTICE OF PUBLIC HEARING

AMENDMENT TO THE FISCAL YEAR (FY) 2024-2025
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Maywood will conduct a Public Hearing to amend the FY 2024-2025 Community Development Block Grant (CDBG) Program Consolidated Plan (Action Plan) which identifies projected use of funds for the July 1, 2024-June 30, 2025, program year. In accordance with the U.S. Department of Housing and Urban Development (HUD) regulations, public notices are required if there is a proposed new project, substantial change, or project cancellation. This revision reports on substantial changes to the FY 2024-2025 CDBG Program are as follows:

City of Maywood
Park Improvements Project FY 2024-2025 – CDBG Project Number 602677-24
Proposed Amendment to Identify the Addition and Removal of Park Locations
CDBG Allocation: $200,000.00

Current Project Description

This project will provide funds for design, plans and bid specifications, and the construction of park improvements at **Pixley Park, Pine Avenue Park, and Riverfront Park** in the City of Maywood.

Improvements to the parks will benefit the residents of the predominantly low- and moderate-income residential neighborhoods who visit the parks for open space and recreation.

The parks are located as follows:
Pixley Park - 3626 E 56th Street, Maywood, CA 90270 in Census Tract 5334.02, BG 1.
Pine Avenue Park - 5313 Pine Avenue, Maywood, CA 90270 in Census Tract 5334.01, BG 2.
Riverfront Park - 5000 Slauson Avenue, Maywood, CA 90270 in Census Tract 5337.03, BG 2.

New Project Description

This project will provide funds for design, plans and bid specifications, and the construction of park improvements at **Benito Juarez Park and Maywood Park** in the City of Maywood.

Improvements to the parks will benefit the residents of the predominantly low- and moderate-income residential neighborhoods who visit the parks for open space and recreation.

The parks are located as follows:
Benito Juarez Park - 5515 Maywood Ave, Maywood, CA 90270 in Census Tract 5333.00, BG 1.
Maywood Park - 4801 E 58th Street, Maywood, CA 90270 in Census Tract 5337.03, BG 1.

Questions regarding the proposed FY 2024-2026 CDBG Program Amendment for the Park Improvements Project may be directed to City Hall at the following address:

City of Maywood
Attn: Daisy Guerrero
4319 E. Slauson Ave.
City of Maywood, CA 90270
Email: daisy.guerrero@cityofmaywood.org

If you want to submit a public comment before the meeting: Public comment will be accepted for the record in advance by 4:00 p.m. on January 22, 2025, City Council 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 48 hours of the meeting.

Posted or Published: December 23, 2024

Daisy Guerrero
Deputy City Clerk

RESOLUTION NO. 6332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City will receive a Community Development Block Grant (CDBG) allocation from the Los Angeles County Development Authority in the amount of $352,970 in FY 2024-2025 CDBG funds and $173,952 in unallocated CDBG funds for a total of $526,922; and

WHEREAS, staff has prepared the proposed FY 2024-2025 CDBG program budget to the City Council attached hereto as Exhibit A.

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

SECTION 1. That the Maywood City Council hereby approves CDBG program budget as set forth in Exhibit A and instructs staff to submit the CDBG Program Planning Summary for approval to the Los Angeles County Development Authority.

SECTION 2. That the City Manager is authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the CDBG Program.

SECTION 3. That the City Manager is authorized to adjust the program budget as necessary to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and any amounts remaining unspent at the close of the fiscal year.

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

Eddie 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 Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6332 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 24th day of January, 2024 by the following roll call vote, to wit:

AYES: GARCIA, MARQUEZ, TORRES, AGUILUZ, DE LA RIVA

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

EXHIBIT A
CDBG Program Budget FY 2024-2025

PROGRAM	ALLOCATION	UNALLOCATED	TOTALS
PUBLIC SERVICE ACTIVITIES (15% of Annual Allocation: $52,945)			
Graffiti Removal Program	$ 52,945		$ 52,945
CODE ENFORCEMENT			
Code Enforcement Program	$ 175,000		$ 175,000
PUBLIC WORKS PROJECT			
Sidewalk Rehabilitation Project	$ -0-	$ 98,977	$ 98,977
Park Improvements Project	$ 125,025	$ 74,975	$ 200,000
TOTAL ALLOCATION	**$ 352,970**	**$ 173,952**	**$ 526,922**

RESOLUTION NO. 6332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City will receive a Community Development Block Grant (CDBG) allocation from the Los Angeles County Development Authority in the amount of $352,970 in FY 2024-2025 CDBG funds and $173,952 in unallocated CDBG funds for a total of $526,922; and

WHEREAS, staff has prepared the proposed FY 2024-2025 CDBG program budget to the City Council attached hereto as Exhibit A.

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

SECTION 1. That the Maywood City Council hereby approves CDBG program budget as set forth in Exhibit A and instructs staff to submit the CDBG Program Planning Summary for approval to the Los Angeles County Development Authority.

SECTION 2. That the City Manager is authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the CDBG Program.

SECTION 3. That the City Manager is authorized to adjust the program budget as necessary to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and any amounts remaining unspent at the close of the fiscal year.

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

Eddie 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 Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6332 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 24th day of January, 2024 by the following roll call vote, to wit:

AYES: GARCIA, MARQUEZ, TORRES, AGUILUZ, DE LA RIVA

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

EXHIBIT A
CDBG Program Budget FY 2024-2025

PROGRAM	ALLOCATION	UNALLOCATED	TOTALS
PUBLIC SERVICE ACTIVITIES (15% of Annual Allocation: $52,945)			
Graffiti Removal Program	$ 52,945		$ 52,945
CODE ENFORCEMENT			
Code Enforcement Program	$ 175,000		$ 175,000
PUBLIC WORKS PROJECT			
Sidewalk Rehabilitation Project	$ -0-	$ 98,977	$ 98,977
Park Improvements Project	$ 125,025	$ 74,975	$ 200,000
TOTAL ALLOCATION	**$ 352,970**	**$ 173,952**	**$ 526,922**

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 2.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2025-2026 AND ADOPTION OF RESOLUTION NO. 6398 APPROVING THE FISCAL YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

RECOMMENDATION:
Staff recommends that the City Council, after holding a public hearing, adopt Resolution No. 6398 approving the FY 2025-2026 Community Development Block Grant (CDBG) program budget.

BACKGROUND:
Each program year, the City receives an annual Community Development Block Grant (CDBG) allocation from the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA). The CDBG allocation from the LACDA for Fiscal Year (FY) 2025-2026 will form part of the City's Overall Budget in Fund 243 entitled CDBG.

It is estimated that the City's allocated funding will be $320,763. The City will also have approximately $32,389 in unallocated funds from prior years' project close-outs for a total of $353,152 to use for programs and projects. As a CDBG Subrecipient of the LACDA, the City of Maywood must submit a *CDBG Program Planning Summary* describing the proposed programs and funding allocations for FY 2025-2026 by February 3, 2025. The intended use of this funding is for various community development programs and projects to benefit low- and moderate-income persons.

DISCUSSION:
The CDBG Program seeks to ensure that the needs and resources of the community are included in a comprehensive planning effort to revitalize distressed neighborhoods and help low- and moderate-income residents. Currently, CDBG funds are used to fund a portion of the Graffiti Removal Program, Code Enforcement activities, Park Improvements Project, and Sidewalk Rehabilitation Project. HUD encourages and requires that the City involve the general public in the development of the City's CDBG Program. Accordingly, this public hearing was noticed through the attached public hearing notice, pursuant to HUD and LACDA requirements, and complies with citizen participation regulations.

The public hearing is a part of HUD's public participation process and is one of the primary vehicles for community involvement in the City's CDBG planning process.

PROPOSED FY 2025-2026 CDBG PROGRAM DESCRIPTIONS

Graffiti Removal Program:

The Graffiti Removal program provides for the removal of graffiti from public areas and private property where graffiti is visible from the public right-of-way. CDBG funds pay for graffiti removal contractor services. CDBG program regulations identify graffiti abatement as a public service, which is subject to a fifteen percent (15%) cap of the annual allocation (15% of $320,763 = $48,114). FY 2025-2026 funding request is $48,114.

Code Enforcement Activities:

The Code Enforcement program aids in the elimination of substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformance with City zoning and building ordinances, as well as the enforcement of applicable State and County Health codes. Fund 243 CDBG is allocated to support Personal Services (PS) [Salaries and Benefits] of 100% of the Code Enforcement Officer I, 20% of the Director of Building and Planning, 5% of the Senior Accountant, 5% of the Accounting Specialist, and for Non-Personal Services (NPS) costs associated with program implementation. In addition, CDBG funds are used for project administration, which is up to a maximum of 20% of the project allocation. The allocation for CDBG administration is $35,000 (16% of $220,000). FY 2025-2026 funding request is $220,000.

Sidewalk Rehabilitation Project:

The Sidewalk Rehabilitation Project will provide funding for various repairs to damaged sidewalks, curbs and gutters, driveway approaches, adjacent asphalt pavement, and additional items associated with sidewalk repairs in targeted locations throughout the City. CDBG funds are used for design, engineering, plans and specifications, and construction costs associated with project implementation. The proposed allocation includes funding for CDBG project administration and contract compliance. The FY 2025-2026 funding request is $85,038.

The cost of project administration, coordination, monitoring, reporting, and contract compliance services are charged on a project-based model which allows the City to pay for costs associated with meeting the regulatory requirements on a per project basis. CDBG funds are used to reimburse the City for personnel and non-personnel costs, including the funding for contract services required for CDBG project administration. The City's CDBG contracted services include the CDBG Program Consultant.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
Fiscal Year 2025-2026 funding for the Community Development Block Grant (CDBG) Program is estimated at $353,152 - Department Code 150 - Community Development Block Grant. Approval of the proposed CDBG funding allocations will be incorporated into the Fiscal Year 2025-2026 City Budget. The CDBG Program does not impact the City's General Fund budget.

ATTACHMENT(S)
1. Resolution No. 6398 Updated FY 2025-2026 CDBG Budget
2. FY 2025-2026 CDBG Program Public Hearing Notice

RESOLUTION NO. 6398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING FISCAL YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City will receive a Community Development Block Grant (CDBG) allocation from the Los Angeles County Development Authority in the amount of $320,763 in FY 2025-2026 CDBG funds and $32,389 in unallocated CDBG funds for a total of $353,152; and

WHEREAS, staff has prepared the proposed FY 2025-2026 CDBG program budget to the City Council attached hereto as Exhibit “A”.

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

SECTION 1. That the Maywood City Council hereby approves CDBG program budget as set forth in Exhibit A and instructs staff to submit the CDBG Program Planning Summary for approval to the Los Angeles County Development Authority.

SECTION 2. That the City Manager is authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the CDBG Program.

SECTION 3. That the City Manager is authorized to adjust the program budget as necessary to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and any amounts remaining unspent at the close of the fiscal year.

PASSED, APPROVED AND ADOPTED this 22th day of January, 2025.

_____
Mayra Aguiluz, 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)

I, Daisy Guerrero, Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6398 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 22th day of January, 2025 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Brian E. Juarez, City Clerk

EXHIBIT A
CDBG Program Budget FY 2025-2026

PROGRAM	ALLOCATION	UNALLOCATED	TOTALS
PUBLIC SERVICE ACTIVITIES (15% of Annual Allocation: $48,114)			
Graffiti Removal Program	$ 48,114		$ 48,114
CODE ENFORCEMENT			
Code Enforcement Program	$ 220,000		$ 220,000
PUBLIC WORKS PROJECT			
Sidewalk Rehabilitation Project	$ 52,649	$ 32,389	$ 85,038
TOTAL ALLOCATION	**$ 320,763**	**$ 32,389**	**$ 353,152**

CITY OF MAYWOOD
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Maywood will conduct a Public Hearing, at which time you may be heard, concerning the below-stated action. The Public Hearing will be held on Wednesday, January 22, 2024, at 6:00 p.m.; see below for participation options.

FISCAL YEAR (FY) 2025-2026
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Maywood will receive an estimated $320,763 in Community Development Block Grant (CDBG) funds and approximately $32,389 in unallocated CDBG funds for a total of $353,152 as a participant in the FY 2025-2026 Los Angeles Urban County CDBG program. These funds will be available to the City on July 1, 2025.

The funds may be used for a variety of community development activities such as residential and commercial property rehabilitation, graffiti removal, land acquisition, public service activities, public works improvements, economic development activities, and planning and administration of the CDBG programs. All programs will be implemented to provide primary benefit to low- and moderate-income residents of the City.

PROPOSED FY 2025-2026 CDBG PROGRAM DESCRIPTIONS

Graffiti Removal Program – CDBG Project Number 601410-25

Proposed Allocation: $ 48,114

The Graffiti Removal program provides for the removal of graffiti from public areas and private property where graffiti is visible from the public right-of-way. CDBG funds pay for graffiti removal contractor services.

Code Enforcement – CDBG Project Number 600791-25

Proposed Allocation: $220,000

The Code Enforcement program aids in the elimination of substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformance with City zoning and

building ordinances, as well as State and County Health codes. CDBG funds pay for City staff and for non-personnel costs associated with program implementation.

Sidewalk Rehabilitation Project – CDBG Project Number To Be Assigned

Proposed Allocation: $ 85,038

The Sidewalk Rehabilitation Project will provide funding for various repairs to damaged sidewalks, curbs and gutters, driveway approaches, adjacent asphalt pavement, and additional items associated with sidewalk repairs in targeted locations throughout the City. CDBG funds are used for design, engineering, plans and specifications, construction, and contract compliance costs associated with project implementation.

Questions regarding the FY 2025-2026 CDBG Program may be directed to City Hall at the following address:

City of Maywood
Attn: Daisy Guerrero, Deputy City Clerk
4319 E. Slauson Ave.
City of Maywood, CA 90270
Email: daisy.guerrero@cityofmaywood.org

If you want to submit a public comment before the meeting: Public comment will be accepted for the record in advance by 4:30 pm 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 48 hours of the meeting.

Published: December 23, 2024

Daisy Guerrero
Deputy City Clerk

MEETING MINUTES

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

TUESDAY, DECEMBER 17, 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)

MAYOR PRO TEM
Mayra Aguiluz (Present)

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

CITY CLERK
Brian E. Juarez (Absent)

CITY TREASURER
Mary Mariscal (Absent)

CITY MANAGER
Jennifer E. Vasquez (Present)

CITY ATTORNEY
Roxanne Diaz (Present)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS MADE AVAILABLE FOR VIEWING VIA ZOOM:

https://us02web.zoom.us/j/83472410615 AND VIA THE CITY'S FACEBOOK PAGE.

IV. CLOSED SESSION – City Attorney Diaz read the City Council and staff into closed session and Mayor De La Riva called a recess. Upon return, City Attorney Diaz shared there was no reportable action.

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 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 – City Council provided their comments.

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

No public participation.

VII. CONSENT CALENDAR – Council Member Marquez motioned to approve consent items 1 – 9 and there was a second by Council Member Torres. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

1. MINUTES OF THE NOVEMBER 19, 2024, REGULAR CITY COUNCIL MEETING

2. REVENUE REPORT NOVEMBER 2024

3. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL NOVEMBER 2024

4. CONSIDERATION OF ADOPTING RESOLUTION NO. 6392 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

5. ACCEPTANCE OF CITY HALL MARQUEE SIGN REPLACEMENT PROJECT, CITY PROJECT NO. 6311

6. CONSIDERATION OF RESOLUTION NO. 6393 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026

7. REJECTION OF BIDS FOR THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF AND HSIP CYCLE 11 FUNDED TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT

8. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CJ CONCRETE

CONSTRUCTION, INC FOR FISCAL YEAR 2024-2025 SIDEWALK REHABILITATION PROJECT CDBG PROJECT NO. 602676-24 FOR A TOTAL AMOUNT OF $59,109.00

9. CONSIDERATION OF ADOPTING RESOLUTION NO. 6394 OF THE CITY OF MAYWOOD CERTIFYING AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION CONDUCTED ON NOVEMBER 5, 2024

VIII. PRESENTATIONS

103RD BIRTHDAY RECOGNITION FOR CONCEPCION LOPEZ
No presentation on this item.

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO OUTGOING CITY CLERK BRIAN E. JUAREZ
No presentation on this item.

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO OUTGOING CITY TREASURER MARY MARISCAL
No presentation on this item.

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO OUTGOING COUNCIL MEMBER JESSICA TORRES
Mayor De La Riva and City Council provided comments and local representatives presented certificates of recognition to Council Member Torres.

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO MAYOR EDDIE DE LA RIVA
Mayor Pro Tem Aguiluz and City Council provided comments and local representatives presented certificates of recognition to Mayor De La Riva.

ADMINISTRATION OF OATHS OF OFFICE AND PRESENTATION OF CERTIFICATES OF ELECTION
Oath of Offices were administered for Council Member Garcia and newly elected Council Member Jaime Flores and certificates of election were signed and provided to them.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE
Special Assignment Deputy SantaCruz provided November 2024 crime statistics and holiday safety tips. Council provided comments and SantaCruz provided responses.

IX. REORGANIZATION

10. SELECTION AND APPOINTMENT OF A NEW MAYOR / CHAIR AND MAYOR PRO TEM / VICE CHAIR
Mayor De La Riva provided his last words as the City's Centennial Mayor and opened nominations for new Mayor and Mayor Pro Tem appointees. Mayor De La Riva nominated Mayor Pro Tem Aguiluz

for the seat of Mayor. City Council provided their comments. There was a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

Council Member De La Riva nominated Council Member Marquez for the seat of Mayor Pro Tem. There was a second by newly appointed Mayor Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

X. DISCUSSION/ACTION ITEMS

DISCUSSION AND ACTION ON CITY COUNCIL APPOINTMENTS TO EXTERNAL BOARDS AND COMMITTEES

The City Council discussed and appointed the following to external committees:

- **California Contract Cities Association:**
  Delegate: Aguiluz | Alternate: Flores
- **Gateway Council of Governments:**
  Delegate: Garcia | Alternate: Marquez
- **Greater LA County Vector Control:**
  Delegate: Marquez for a two-year term
- **HUB Cities Board of Directors:**
  Delegate: De La Riva | Alternate: Aguiluz
- **League of California Cities:**
  Delegate: Flores | Alternate: De La Riva
- **LA County City Selection Committee:**
  Mayor automatic appointment (Aguiluz)
- **Sanitation Districts of LA County:**
  Delegate: Aguiluz | Alternate: Garcia
- **Southern California Association of Governments**
  Delegate: Marquez | Alternate: Flores

Motion to approve appointments as designated above by Council Member De La Riva and a second by Council Member Garcia. AYES: Aguiluz, Marquez, De La Riva, Flores, Garcia. Motion passed 5-0.

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

There was one public comment by David Perez.

XII. ADJOURNMENT – Mayor Aguiluz adjourned the City Council meeting at approximately 7:20 p.m. and the next Regular Meeting of the Maywood City Council is scheduled for January 22, 2025, in the City Council Chambers.

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 4.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

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

SUBJECT: REVENUE REPORT DECEMBER 2024

RECOMMENDATION:
Staff recommends that the City Council receive and file the Revenue Report for the months of July - December 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:
General Fund revenues are not received evenly throughout the fiscal year. During the first half of the fiscal year, there is always an issue of timing difference whereby cash receipts do not align with the projected budget forecast, but during the second half of the year the cash receipts begin to align with the projected budget. See attachment 1 and 2 for revenue details comparison between July – December 2023 and July – December 2024 and explanations in the **"Comments"** column.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no fiscal impact with this action.

ATTACHMENT(S)
1. July - December 2024 City of Maywood FY 2024-2025 General Fund
2. July - December 2024 City of Maywood FY 2024-2025 Special Revenue Fund

Year-To-Date Revenue Report-General Fund
FY 2024-2025
As of December 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - December 2023	July - December 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Taxes:							
4203/ 4302	Franchise & Collectors Fee	$ 570,000	$ 104,696	$ 105,133	$ 437	18.44%	Received 1st Quarter(Collected Quarterly).
Various	Property Taxes	814,022	115,046	159,414	44,368	19.58%	Major payments receive in December and March.
4211	Utility Users Tax	1,400,000	576,555	623,749	47,194	44.55%	Received in the following month.
4206	Transfer Tax	16,000	4,378	11,339	6,961	70.87%	Based on activities.
4202	Transient Occupancy Tax (TOT)	105,000	32,285	23,634	(8,651)	22.51%	Received Quarterly.
4212	Cannabis Sales Tax	1,750,000	183,519	194,369	10,850	11.11%	Received Quarterly.
4201	Sales and Use Tax (Retail Sales Tax)	2,335,201	869,067	640,192	(228,875)	27.41%	Received in the following month.
Taxes Total		**$ 6,990,223**	**$ 1,885,545**	**$ 1,757,830**	**$ (127,715)**	**25.15%**	
Licenses & Permits:							
4301	Compliance Program Fee	$ 45,000	$ -	$ -	$ -	0.00%	Payment received in March annually.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,600	6,874	7,501	627	55.15%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	150,000	52,777	71,810	19,033	47.87%	Fees fluctuate based on activities. Higher activites in the current year.
Various	Other Fees & Permits	24,154	11,160	13,030	1,870	53.95%	Fees fluctuate based on activities.
4320	Occupancy Permits	600	597	1,165	568	194.23%	Fees fluctuate based on activities.
4313	Building Permits	50,000	22,332	37,816	15,484	75.63%	Fees fluctuate based on activities. Higher activites in the current year.
4307	Commercial Cannabis Renewal Fees	74,250	14,850	14,850	-	20.00%	Five business licenses: one due in December and four due in April.
4322	Parking Permits	63,000	36,070	49,032	12,962	77.83%	Parking Permits issued during Sept.
4311	Apartment License	20,000	861	1,055	194	5.28%	Majority of payments are received in January-March.
4205	Business License Tax	240,000	10,535	22,311	11,776	9.30%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	31,000	-	-	-	0.00%	State Allocation.
4107	Motor Vehicle License Fee (VLF) in lieu	3,639,513	-	-	-	0.00%	City receives two payments per year: January and May.
Licenses and Permits Total		**$ 4,351,117**	**$ 156,057**	**$ 218,570**	**$ 62,513**	**5.02%**	
Charges for Services:							
4704	Plan Check Fees	58,000	50,771	30,290	(20,481)	52.22%	Fees fluctuate based on activities.
4702	Rents & Concessions	23,800	11,908	11,914	6.40	50.06%	Monthly payments.
Charges for Services Total		**$ 81,800**	**$ 62,678**	**$ 42,204**	**$ (20,475)**	**51.59%**	

Year-To-Date Revenue Report-General Fund
FY 2024-2025
As of December 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - December 2023	July - December 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Fines and Forfeitures:							
4401	Penalties: Apt & Bus License	$ 9,000	$ 2,731	$ 4,540	$ 1,810	50.45%	Penalties generally occurr after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	220,000	100,132	99,949	(183)	45.43%	Monthly Payments.
4403	Citations: Administrative	5,000	1,700	3,600	1,900	72.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	412,000	120,231	172,416	52,186	41.85%	Fees fluctuate based on activities. Payments are received two months after the citations are paid to third party. The variance is due to Oct revenue was received on Dec 30th as compared to 2023, it was received the first week of January.
Fines and Forfeitures Total		**$ 646,000**	**$ 224,794**	**$ 280,506**	**$ 55,712**	**43.42%**	
Leases and Concessions:							
4501	Leased Property Rental Income	$ 61,400	$ 29,503	$ 27,533	$ (1,970)	44.84%	Payments received monthly.
Leases and Concessions Total		**$ 61,400**	**$ 29,503**	**$ 27,533**	**$ (1,970)**	**44.84%**	
Miscellaneous:							
4817	Good Corporate Citizen Program	$ 20,000	$ -	$ -	$ -	0.00%	Payment received in March.
4803	Interest Income	475,000	140,744	187,468	46,724	39.47%	Internal allocations are done quarterly.
Various	Miscellaneous Revenue	72,900	2,629	122,576	119,947	168.14%	Budgeted based on prior year's actual. The variance includes $73,352 donations for Centenial celebration and $46,049 refund for overpayment.
4800	Transfer In -General	495,705	-		-	0.00%	Internal allocations are done annually.
Miscellaneous Revenue Total		**$ 1,063,605**	**$ 143,373**	**$ 310,044**	**$ 166,671**	29.15%	
Pension/Retirement Fund:							
4830	Retiree Pension Levy	$ 1,300,000	$ 188,145	$ 196,893	$ 8,747	15.15%	Majority of payments are received in January & June, following the ROPS distribution.
Retiree Pension Levy Total		**$ 1,300,000**	**$ 188,145.23**	**$ 196,893**	**$ 8,747**	**15.15%**	
General Fund Revenue Total		**$ 14,494,145**	**$ 2,690,095**	**$ 2,833,578**	**$ 143,484**	**19.55%**	

Year-To-Date Revenue Report-Special Revenue Funds
FY 2024-2025
As of December 31, 2024

Fund #	Fund Description	Adopted Budget FY 2024-25	July - December 2023	July - December 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(A/C)	
212	Gas Tax Fund	$ 721,127	$ 310,271	$ 323,385	$ 13,114	44.84%	Received monthly.
214	Transportation Development Act (TDA) Bikeway	25,213	-	-	-	0.00%	Reimbursement based on actual expenditures.
216	SB-1 Road Maintenance Rehabilitation Act Fund	643,264	208,742	229,062	20,320	35.61%	Received monthly.
221	Proposition A Transit Fund	690,396	334,319	321,888	(12,431)	46.62%	Received monthly.
222	Proposition C Transit Fund	582,762	279,532	268,573	(10,959)	46.09%	Received monthly.
223	Air Quality Management District (AQMD) Fund	35,300	-	8,314	8,314	23.55%	Received quarterly.
224	Measure R Transit Fund	429,999	207,886	200,207	(7,679)	46.56%	Received monthly.
225	Measure M Transit Fund	498,766	195,671	227,039	31,368	45.52%	Received monthly.
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	100,000	82,752	82,390	(361)	82.39%	Received monthly.
243	Community Development Block Grant (CDBG)	625,365	202,068	129,012	(73,056)	20.63%	Reimbursement based on actual expenditures.
251	Street Lighting Fund	174,520	71,403	69,547	(1,856)	39.85%	Payments start in November.
261	Federal / State / County Grants	18,732,814	252,035	580,370	328,336	3.10%	Reimbursement based on actual expenditures.
272	Measure A Park Fund	784,903	48,503	-	(48,503)	0.00%	Reimbursement based on actual expenditures.
280	Measure W Safe Clean Water Program Fund	198,061	-	-	-	0.00%	Payment received by December.
412	Sewer Enterprise Fund	326,000	151,438	152,015	577	46.63%	Payment starts in November.
501	PLHA Fund (Permanent Local Housing Allocation)	655,794	-	-	-	0.00%	Reimbursement based on actual expenditures.
Special Revenue Funds Total		**$ 25,224,284**	**$ 2,344,619**	**$ 2,591,801**	**$ 247,183**	**10.28%**	

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 5.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

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

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

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

BACKGROUND:
In accordance with the City of Maywood's Adopted Investment Policy 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 shows 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. The purpose of this report is to show the cash and investment balances at month end. The investment 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 December 31, 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. December 2024 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of December 31, 2024

Description	Type	Ending Balance as of 12/31/2024
A - Non-Investment Cash Accounts		
US Bank - Corporate Checking	Cash	$ 988,181.99
Total Cash Accounts		**$ 988,181.99**
B - Investment Accounts		
Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	$ 15,995,601.82
California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	$ 1,090,453.88
California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	$ 1,019,183.68
Total Investment Accounts		**$ 18,105,239.38**
Total Cash and Investments		**$ 19,093,421.37**

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 6.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

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

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6399 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 payroll wire transfers dated 12/17/2024 through 1/13/2025, and adopt Resolution No. 6399 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 FY2024-25 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 Registers are $1,383,487.63 for the period of 12/17/2024 to 1/13/2025. This amount consists of Warrant Registers of $1,151,375.36 ACH registers of $113,466.98, and Payroll Wire Transfers of $118,645.29.

ATTACHMENT(S)
1. Resolution No.6399 Approving the Warrants for Register 1.22.25
2. Exhibit A Summary Warrant Demand 1.22.25
3. Exhibit B Warrant Register Detail 1.22.25

RESOLUTION NO. 6399

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 $1,383,487.63 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 22nd day of January 2025.

_____
Mayra Aguiluz, 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

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No.6399, 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 Deputy City Clerk, all at a regular meeting of the City Council held on the 22nd day of January, 2025, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Diasy Guerrero, Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, January 22, 2025

Accounts Payable			**Amount**
Accounts Payable void warrants for payment:		$	-
Accounts Payable prepaid warrants for payment: Checks No. 092898 - 092961		$	837,878.08
Accounts Payable regular warrants for payment: Checks No. 092962- 093013		$	313,497.28
Accounts Payable regular warrants for payment: ACH No. ACH-242 - ACH-252		$	113,466.98
	Sub-total	$	1,264,842.34
Payroll /Wire Transfer			
12/19/24 Payroll Pay Period 12/1/2024 - 12/14/2024		$	60,449.64
01/02/25 Payroll Pay Period 12/15/2024 - 12/28/2024		$	58,195.65
	Sub-total	$	118,645.29
	Total Demands	**$**	**1,383,487.63**

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
092898	P	12/17/2024	A-A Backflow Testing	95.00	Backflow Device Testing - Various Locations	Gas Tax Fund	212
092899	P	12/17/2024	All Around Fire Protection	430.00	Fire Extinguisher Maintenance Annual Svcs	General Fund	100
092900	P	12/17/2024	Allison Georgeoff-Higuera	19,650.00	Rental Assistance Program Dec 2024-Feb 2026	Permanent Local Housing Allocation	501
092901	P	12/17/2024	Amazon Capital Services	51.47	Building Dept - Ink Cartridge	General Fund	100
		12/17/2024	Amazon Capital Services	188.66	PW Dept Supplies - Canopy	General Fund	100
		12/17/2024	Amazon Capital Services	38.04	PW Dept Supplies - File Cabinet	General Fund	100
		12/17/2024	Amazon Capital Services	35.92	PW Office Supplies - Cleaning Duster	General Fund	100
092902	P	12/17/2024	Thomas A. Rodriguez dba American Elevator Co	2,988.00	CH Elevator Maint 12/4/24	General Fund	100
092903	P	12/17/2024	AT&T	30.60	Emergency Elevator Phone Svcs Nov 2024	General Fund	100
092904	P	12/17/2024	Base Hill Inc.	6,172.97	CH Janitorial Svcs Nov 2024	General Fund	100
092905	P	12/17/2024	Benefit Coordinators Corporation (BCC)	1,643.64	Dental and Vision Benefits for Dec 2024	General Fund	100
		12/17/2024	Benefit Coordinators Corporation (BCC)	66.30	Dental and Vision Benefits for Dec 2024	Gas Tax Fund	212
		12/17/2024	Benefit Coordinators Corporation (BCC)	10.45	Dental and Vision Benefits for Dec 2024	Proposition A Fund	221
		12/17/2024	Benefit Coordinators Corporation (BCC)	33.16	Dental and Vision Benefits for Dec 2024	Proposition C Fund	222
		12/17/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits for Dec 2024	Measure R Fund	224
		12/17/2024	Benefit Coordinators Corporation (BCC)	13.26	Dental and Vision Benefits for Dec 2024	Measure M Fund	225
		12/17/2024	Benefit Coordinators Corporation (BCC)	145.86	Dental and Vision Benefits for Dec 2024	CDBG	243
		12/17/2024	Benefit Coordinators Corporation (BCC)	6.63	Dental and Vision Benefits for Dec 2024	Street Lighting Fund	251
		12/17/2024	Benefit Coordinators Corporation (BCC)	132.60	Dental and Vision Benefits for Dec 2024	Local Fiscal Recovery Fund	273
		12/17/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits for Dec 2024	Successor Agency Fund	611
092906	P	12/17/2024	Brent Talmo	989.86	Retiree Medical Reimb Jan 2025	General Fund	100
092907	P	12/17/2024	Brinks Inc.	297.34	Armored Truck Svcs Dec 2024	General Fund	100
		12/17/2024	Brinks Inc.	25.37	Cash Handling Svcs Nov 2024	General Fund	100
092908	P	12/17/2024	Bruce Leflar	1,207.90	Retiree Medical Reimb Jan 2025	General Fund	100
092909	P	12/17/2024	Bureau Veritas Technical Assessments LLC	28,091.77	ADA Self Evaluation and Transition Plan Nov 2024	Local Fiscal Recovery Fund	273
092910	P	12/17/2024	California Consulting Inc.	3,725.00	Grant Writing Svcs Dec 2024	General Fund	100
092911	P	12/17/2024	Cat Specialties Inc.	257.10	PW Dept Supplies - Banner & Patches	General Fund	100
092912	P	12/17/2024	Charter Communications	392.50	PW Permit Refund	General Fund	100
092913	P	12/17/2024	Charter Communications Holdings, LLC	630.85	CH Internet and Phone Svcs Dec 2024	General Fund	100
		12/17/2024	Charter Communications Holdings, LLC	325.00	CY Internet and Phone Svcs Dec 2024	General Fund	100
092914	P	12/17/2024	Christine M. Locher	291.15	Retiree Medical Reimb Jan 2025	General Fund	100
092915	P	12/17/2024	CoreLogic Solutions LLC.	150.00	Property Finder Svcs Nov 2024	General Fund	100
092916	P	12/17/2024	County of L.A. Dept. of Animal Control	19,086.42	Animal Control Aug 2024	General Fund	100
092917	P	12/17/2024	Daily Journal Corporation	180.00	Notice of Public Hearing 10/25/24	General Fund	100
		12/17/2024	Daily Journal Corporation	200.00	Notice of A Public Hearing (Spanish) 10/25/24	General Fund	100
092918	P	12/17/2024	Dapeer, Rosenblit & Litvak, LLP	52.06	Municipal Code Enforcement Legal Svcs Nov 2024	General Fund	100
092919	P	12/17/2024	Dewey Pest Control	152.50	Pest Control Svcs Dec 2024	General Fund	100

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
092920	P	12/17/2024	Diana Cho & Associates	2,332.00	CDBG Code Enforcement Consulting Oct 2024	CDBG	243
		12/17/2024	Diana Cho & Associates	704.00	Consulting Svcs Sidewalk Rehabilitation Proj Oct 2024	CDBG	243
092921	P	12/17/2024	Eliud James Gonzalez	50.00	Stipend Youth Commissioner 11/13/24	General Fund	100
092922	P	12/17/2024	Erika Vanessa Agredano	18,530.00	Rental Assistance Program Jan 2025-May 2025	Permanent Local Housing Allocation	501
092923	P	12/17/2024	GOGov, Inc. dba GOGovApps	21,636.00	Permits Online, Code Enf Subscriptions 2/1/25-1/31/26	General Fund	100
092924	P	12/17/2024	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maint Nov 2024	Proposition C Fund	222
092925	P	12/17/2024	HD Supply formerly Home Depot Pro	233.16	Tree Lighting Event-Supplies	General Fund	100
092926	P	12/17/2024	HdL Software LLC	1,786.68	Business License Processing Oct 2024	General Fund	100
		12/17/2024	HdL Software LLC	1,748.03	Business License Processing Sept 2024	General Fund	100
		12/17/2024	HdL Software LLC	1,207.87	Permits Software Quarterly Use Fee 12/1/24- 2/28/25	General Fund	100
092927	P	12/17/2024	Myers & Sons Hi-Way Safety Inc.	469.32	PW Dept Supplies - Median Markers	Gas Tax Fund	212
	P	12/17/2024	Myers & Sons Hi-Way Safety Inc.	254.68	PW Dept Supplies - Signs	Gas Tax Fund	212
092928	P	12/17/2024	Hinderliter de Llamas & Assoc.	978.26	Sales Tax Svcs Oct-Dec 2024	General Fund	100
092929	P	12/17/2024	Hub Cities Career Center Corporation	5,174.38	Rental Assistance Program Nov 2024	Permanent Local Housing Allocation	501
		12/17/2024	Hub Cities Career Center Corporation	5,645.66	Rental Assistance Program Oct 2024	Permanent Local Housing Allocation	501
092930	P	12/17/2024	Innovative Fence Inc.	788.84	CH - Fence Work	General Fund	100
	P	12/17/2024	Innovative Fence Inc.	1,652.33	PW Dept - Window Bars Installation	General Fund	100
092931	P	12/17/2024	Jaylene Grace Martinez	50.00	Stipend Youth Commissioner 11/13/24	General Fund	100
092932	P	12/17/2024	Los Cabos The Pupusa House	500.00	Thanksgiving Luncheon for staff	General Fund	100
092933	P	12/17/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Svcs 11/16/24-12/13/24	General Fund	100
092934	P	12/17/2024	Kimley-Horn and Associates Inc.	967.45	HSIP Cycle 11 Traffic Signal Improvements Oct 2024	Measure R Fund	224
092935	P	12/17/2024	L.B. Johnson Hardware #1	21.89	CH - Surge Protector	General Fund	100
		12/17/2024	L.B. Johnson Hardware #1	9.84	PW Dept Supplies - Extension Cord	General Fund	100
		12/17/2024	L.B. Johnson Hardware #1	43.69	PW Dept Supplies - Gloves, Tape	General Fund	100
		12/17/2024	L.B. Johnson Hardware #1	61.28	PW Dept Supplies - Various	General Fund	100
		12/17/2024	L.B. Johnson Hardware #1	16.41	PW Dept Supplies - Zip Ties	General Fund	100
		12/17/2024	L.B. Johnson Hardware #1	38.30	PW Dept Supplies - Zip Ties/Markers	General Fund	100
		12/17/2024	L.B. Johnson Hardware #1	14.22	PW Dept Supplies -Tape	General Fund	100
		12/17/2024	L.B. Johnson Hardware #1	71.12	PW Dept Supplies - Epoxy	Gas Tax Fund	212
092936	P	12/17/2024	Regional TAP Service Center	1,094.40	Metro TAP Cards Nov 2024	Proposition C Fund	222
092937	P	12/17/2024	LGP Equipment Rentals	734.06	Light Tower Rental	General Fund	100
092938	P	12/17/2024	Magaly Juliet Guzman	50.00	Stipend Youth Commissioner 11/13/24	General Fund	100
092939	P	12/17/2024	Maywood Car Wash	590.76	Fuel and Car Wash for City Vehicles Oct 2024	General Fund	100
092940	P	12/17/2024	Municipal Waste Solutions, Inc.	1,567.50	MWS Solid Waste Consulting Oct 2024	Grant Fund	261
092941	P	12/17/2024	Perez Plumbing	75.00	CH Water Heater	General Fund	100
092942	P	12/17/2024	Phoenix Group Information Systems	264.55	Admin Citations Processing Fees Oct 2024	General Fund	100
		12/17/2024	Phoenix Group Information Systems	19,333.11	Parking Permit Processing Fees Oct 2024	General Fund	100
092943	P	12/17/2024	PlanetBids, LLC	7,055.50	PlanetBids Software FY24-25	General Fund	100
092944	P	12/17/2024	Los Angeles County Department of Public Health	74.00	Backflow Prevention Assembly FY2024-2025	General Fund	100
		12/17/2024	Los Angeles County Department of Public Health	37.00	Backflow Prevention Assembly FY2024-2025	General Fund	100
		12/17/2024	Los Angeles County Department of Public Health	74.00	Backflow Prevention Assembly FY2024-2025	Gas Tax Fund	212
		12/17/2024	Los Angeles County Department of Public Health	37.00	Backflow Prevention Assembly FY2024-2025	Gas Tax Fund	212
		12/17/2024	Los Angeles County Department of Public Health	37.00	Backflow Prevention Assembly FY2024-2025	Gas Tax Fund	212

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
		12/17/2024	Los Angeles County Department of Public Health	37.00	Backflow Prevention Assembly FY2024-2025	Gas Tax Fund	212
		12/17/2024	Los Angeles County Department of Public Health	37.00	Backflow Prevention Assembly FY2024-2025	Gas Tax Fund	212
		12/17/2024	Los Angeles County Department of Public Health	37.00	Backflow Prevention Assembly FY2024-2025	Gas Tax Fund	212
		12/17/2024	Los Angeles County Department of Public Health	74.00	Backflow Prevention Assembly FY2024-2025	Gas Tax Fund	212
092945	P	12/17/2024	QDoxs	120.30	Xerox Copiers Dec 2024	General Fund	100
092946	P	12/17/2024	RCK Investments, LLC	18,914.00	Rental Assistance Program Jan 2025- Feb 2026	Permanent Local Housing Allocation	501
092947	P	12/17/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maintenance Nov 2024	General Fund	100
		12/17/2024	Revueltas Landscape Inc	6,020.00	Landscaping Svcs Nov 2024	General Fund	100
		12/17/2024	Revueltas Landscape Inc	4,325.00	Landscaping Svcs Nov 2024	Gas Tax Fund	212
092948	P	12/17/2024	Rimo Hanson	215.49	Reimbursement- Microsoft Surface Dock	General Fund	100
092949	P	12/17/2024	Robert Leach	1,005.00	Retiree Medical Reimb Jan 2025	General Fund	100
092950	P	12/17/2024	Ronald Lindsey	1,422.62	Retiree Medical Reimb Jan 2025	General Fund	100
092951	P	12/17/2024	Roy Alexande Hernandez	50.00	Stipend Youth Commissioner 11/13/24	General Fund	100
092952	P	12/17/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	490,860.55	Municipal Law Enforcement Svcs Nov 2024	General Fund	100
092953	P	12/17/2024	Southern California Edison	55.02	4805 58th St 11/7/24-12/08/24	General Fund	100
		12/17/2024	Southern California Edison	61.43	5317 Atlantic Ave PED 11/14/24-12/12/24	Gas Tax Fund	212
092954	P	12/17/2024	Sparkletts Drinking Water Corp	188.14	CH Drinking Water Dec 2024	General Fund	100
092955	P	12/17/2024	SWRCB	18,196.00	SWRCB Annual Permit Fee 07/01/23-06/30/24	General Fund	100
		12/17/2024	SWRCB	3,945.00	SWRCB Annual Permit Fee 07/01/24-06/30/25	General Fund	100
092956	P	12/17/2024	Techline Sports Lighting, LLC.	9,638.00	Baseball Field Lighting Maywood Park	Grant Fund	261
092957	P	12/17/2024	The Gas Company	44.70	4317 Slauson Ave 11/6/24-12/9/24	General Fund	100
		12/17/2024	The Gas Company	18.10	4319 Slauson Ave 11/6/24-12/9/24	General Fund	100
		12/17/2024	The Gas Company	78.90	4323 Slauson Ave 11/6/24-12/9/24	General Fund	100
092958	P	12/17/2024	Transtech Engineers Inc	13,388.00	General City Engineering Svcs Sept 2024	General Fund	100
		12/17/2024	Transtech Engineers Inc	601.50	General City Engineering Svcs Sept 2024	Gas Tax Fund	212
		12/17/2024	Transtech Engineers Inc	32,229.50	CIP Management Svcs Sept 2024	LACMTA Funds	227
		12/17/2024	Transtech Engineers Inc	2,166.00	CIP Management Svcs Sept 2024	CDBG	243
		12/17/2024	Transtech Engineers Inc	13,368.25	CIP Management Svcs Sept 2024	Grant Fund	261
		12/17/2024	Transtech Engineers Inc	7,640.00	CIP Management Svcs Sept 2024	Local Fiscal Recovery Fund	273
		12/17/2024	Transtech Engineers Inc	948.00	CIP Management Svcs Sept 2024	Successor Agency Fund	611
092959	P	12/17/2024	ULINE INC.	1,493.06	PW Dept Supplies - Control Barrier	General Fund	100
092960	P	12/17/2024	World Private Security Inc.	12,642.00	Crossing Guard Svcs Nov 2024	Gas Tax Fund	212
092961	P	12/17/2024	Xerox Financial Services	589.12	Copier Lease 11/30/24-12/29/24	General Fund	100
092962		1/13/2025	ACC Business	829.96	Internet Svcs 11/11/24 -12/10/24	General Fund	100
092963		1/13/2025	AFSCME District Council 36	1,190.20	Union Dues Nov-Dec 2024	General Fund	100
092964		1/13/2025	Alta Environmental	583.52	Professional Svcs Nov 2024	Measure W Fund	280
092965		1/13/2025	Amazon Capital Services	853.01	Annual Business Prime Membership Fee 2025	General Fund	100
		1/13/2025	Amazon Capital Services	48.75	BP Dept Office Supplies Calendar 1/2/25	General Fund	100
		1/13/2025	Amazon Capital Services	12.62	Building Dept-Sharpie Markers 12/23/24	General Fund	100
		1/13/2025	Amazon Capital Services	41.57	City Clerk-2025 Calendar 12/17/24	General Fund	100
		1/13/2025	Amazon Capital Services	64.58	City Clerk-Warming Mat for Food 12/17/24	General Fund	100
		1/13/2025	Amazon Capital Services	208.20	Comm Benefit Fund-Chester Nimits Sch Christmas Gifts 12/4/24	General Fund	100
		1/13/2025	Amazon Capital Services	20.75	HR- 2025 Planner 1/3/25	General Fund	100
		1/13/2025	Amazon Capital Services	87.55	PW Dept Supplies-File Cabinet Hangers 12/13/24	General Fund	100
092966		1/13/2025	Area E Disaster Management BRD	3,622.00	Disaster Area E of LA County FY 2024-2025 Member Dues	General Fund	100
092967		1/13/2025	AT&T	30.65	Emergency Elevator Phone Svcs 11/10/24-12/9/24	General Fund	100
		1/13/2025	AT&T	31.35	Emergency Elevator Phone Svcs Dec 2024	General Fund	100

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
092968		1/13/2025	AT&T U-verse	144.45	Internet Svcs 12/19/24-01/18/25	General Fund	100
092969		1/13/2025	Base Hill Inc.	10,672.97	CH Janitorial Svcs Dec 2024	General Fund	100
092970		1/13/2025	Benefit Coordinators Corporation (BCC)	1,611.96	Dental and Vision Benefits for Jan 2025	General Fund	100
		1/13/2025	Benefit Coordinators Corporation (BCC)	141.90	Dental and Vision Benefits for Jan 2025	Gas Tax Fund	212
		1/13/2025	Benefit Coordinators Corporation (BCC)	10.17	Dental and Vision Benefits for Jan 2025	Proposition A Fund	221
		1/13/2025	Benefit Coordinators Corporation (BCC)	32.26	Dental and Vision Benefits for Jan 2025	Proposition C Fund	222
		1/13/2025	Benefit Coordinators Corporation (BCC)	19.40	Dental and Vision Benefits for Jan 2025	Measure R Fund	224
		1/13/2025	Benefit Coordinators Corporation (BCC)	51.60	Dental and Vision Benefits for Jan 2025	Measure M Fund	225
		1/13/2025	Benefit Coordinators Corporation (BCC)	141.90	Dental and Vision Benefits for Jan 2025	CDBG	243
		1/13/2025	Benefit Coordinators Corporation (BCC)	6.45	Dental and Vision Benefits for Jan 2025	Street Lighting Fund	251
		1/13/2025	Benefit Coordinators Corporation (BCC)	129.00	Dental and Vision Benefits for Jan 2025	Local Fiscal Recovery Fund	273
		1/13/2025	Benefit Coordinators Corporation (BCC)	19.36	Dental and Vision Benefits for Jan 2025	Successor Agency Fund	611
092971		1/13/2025	BPR Consulting Group LLC	12,902.59	Professional Svcs Nov 2024	General Fund	100
092972		1/13/2025	Brinks Inc.	252.45	Armored Truck Svcs Dec 2024	General Fund	100
		1/13/2025	Brinks Inc.	296.59	Armored Truck Svcs Jan 2025	General Fund	100
092973		1/13/2025	Bureau Veritas Technical Assessments LLC	39,084.33	ADA Self Evaluation and Transition Plan Dec 2024	Measure R Fund	224
092974		1/13/2025	California Consulting Inc.	3,725.00	Grant Writing Svcs Jan 2025	General Fund	100
092975		1/13/2025	Cat Specialties Inc.	319.70	Community Event State of The City Banner 11/6/24	General Fund	100
092976		1/13/2025	Celestial Air Conditioning Co. Inc.	498.28	CH - AC Unit Repair 10/21/24	General Fund	100
092977		1/13/2025	CoreLogic Solutions LLC.	150.00	Property Finder Svcs Jan 2025	General Fund	100
092978		1/13/2025	County of L.A. Dept. of Animal Control	14,488.17	Animal Control Oct 2024	General Fund	100
		1/13/2025	County of L.A. Dept. of Animal Control	11,494.42	Animal Control Nov 2024	General Fund	100
092980		1/13/2025	Crosstown Electrical & Data Inc.	164.96	Along Slauson & Atlantic Blvd 11/19/24	General Fund	100
		1/13/2025	Crosstown Electrical & Data Inc.	425.30	Atlantic Blvd 11/20/24	General Fund	100
		1/13/2025	Crosstown Electrical & Data Inc.	341.62	City Hall 11/21/24	General Fund	100
		1/13/2025	Crosstown Electrical & Data Inc.	337.98	City Hall 11/27/24	General Fund	100
		1/13/2025	Crosstown Electrical & Data Inc.	413.99	Along Slauson Ave 11/18/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	482.81	Atlantic Blvd & 55th St 11/6/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	182.33	Atlantic Blvd & 58th St 11/21/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	353.04	Atlantic Blvd & 60th St 11/21/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	456.03	Slauson Ave & Alamo Ave 11/14/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	152.01	Slauson Ave & Alamo Ave 11/19/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	502.91	Slauson Ave & Alamo Ave 11/6/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	217.50	Slauson Ave & Loma Vista Ave 11/5/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	119.78	Slauson Ave & Maywood Ave 11/12/24	Gas Tax Fund	212
		1/13/2025	Crosstown Electrical & Data Inc.	2,057.40	Streetlight Preventive Maintenance Dec 2024	Street Lighting Fund	251
092981		1/13/2025	Daily Journal Corporation	680.00	Notice Inviting Bids MAY Slauson & Atlantic Congestion 1/2/2	General Fund	100
		1/13/2025	Daily Journal Corporation	510.38	Publication Ordinance Publication 1/6/25	General Fund	100
		1/13/2025	Daily Journal Corporation	523.78	Publication Ordinance Publication Spanish 1/6/25	General Fund	100
		1/13/2025	Daily Journal Corporation	700.00	FY 24/25 Sidewalk Repair Program Bid Notice 11/14/24	CDBG	243

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
092982		1/13/2025	Dewey Pest Control	17,492.00	Fumigation - City Hall/Sheriff Station	General Fund	100
092983		1/13/2025	ENL Building Service Inc.	20,849.38	CH Window Replacement Project- Dec 2024	Local Fiscal Recovery Fund	273
092984		1/13/2025	George Hills Company	237.60	City Claims/Adjuster Nov 2024	General Fund	100
092985		1/13/2025	HD Supply formerly Home Depot Pro	73.16	PW-Materials Hand Soap 1/6/25	General Fund	100
092986		1/13/2025	HdL Software LLC	22,058.92	Business License Processing Nov 2024	General Fund	100
092987		1/13/2025	Hinderliter de Llamas & Assoc.	750.00	Cannabis Management Prog 10/2/24-11/14/24 - Other Svcs	General Fund	100
092988		1/13/2025	Innovative Fence Inc.	273.90	Fence Rental – 5102 Cudahy Ave 11/1/24-2/1/25	General Fund	100
		1/13/2025	Innovative Fence Inc.	2,204.30	Fence Rental – 5110 District Blvd 6/6/24-1/9/25	General Fund	100
		1/13/2025	Innovative Fence Inc.	536.10	Fence Rental – Maywood Park 10/25/24-1/24/25	General Fund	100
092989		1/13/2025	L.B. Johnson Hardware #1	10.93	PW Dept Supplies - Copies of keys 1/3/25	General Fund	100
		1/13/2025	L.B. Johnson Hardware #1	40.48	PW Dept Supplies - Paint Tools 12/18/24	General Fund	100
		1/13/2025	L.B. Johnson Hardware #1	34.94	PW Dept Supplies - Signs 1/7/25	General Fund	100
		1/13/2025	L.B. Johnson Hardware #1	60.18	PW Dept Supplies - Various 1/2/25	General Fund	100
		1/13/2025	L.B. Johnson Hardware #1	32.83	PW Dept Supplies - Zip Ties 1/7/25	General Fund	100
		1/13/2025	L.B. Johnson Hardware #1	15.31	PW Dept Supplies- Clips 12/19/24	General Fund	100
092990		1/13/2025	Maywood Car Wash	135.78	Fuel & Car Wash for City Vehicles Nov 2024	General Fund	100
		1/13/2025	Maywood Car Wash	210.48	Fuel and Car Wash for City Vehicles Dec 2024	General Fund	100
092991		1/13/2025	Maywood Mutual Water No.1	124.68	3530 E Slauson Ave 10/18/24-12/16/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	184.49	3630 E Slauson Ave 10/22/24-12/16/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	170.69	3728 E Slauson Ave 10/22/24-12/13/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	64.86	4400 E Slauson Ave 10/22/24-12/13/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	64.86	4400 E Slauson Ave 10/22/24-12/16/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	92.47	5921 Atlantic Ave 10/22/24-12/16/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	78.67	5961 Atlantic Ave 10/22/24-12/16/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	170.69	6027 Atlantic Ave 10/18/24-12/12/24	General Fund	100
		1/13/2025	Maywood Mutual Water No.1	166.09	6135 Atlantic Ave 10/18/24-12/12/24	General Fund	100
092992		1/13/2025	Maywood Mutual Water Co. No.2	6.60	3409 E Slauson Ave 11/01/24-01/01/25	General Fund	100
		1/13/2025	Maywood Mutual Water Co. No.2	166.30	3626 E 56th St/Pixley Pk11/1/24-1/1/25	General Fund	100
		1/13/2025	Maywood Mutual Water Co. No.2	245.50	4319 E Slauson 11/01/24 -01/01/25	General Fund	100
		1/13/2025	Maywood Mutual Water Co. No.2	135.87	4319 E Slauson Ave 11/1/24-1/1/25	General Fund	100
		1/13/2025	Maywood Mutual Water Co. No.2	38.20	4323 S Slauson Ave 11/01/24-01/01/25	General Fund	100
		1/13/2025	Maywood Mutual Water Co. No.2	137.59	5313 Pine Ave 11/01/24-01/01/25	General Fund	100
092993		1/13/2025	Tri-City Mutual Water Company	388.00	4618 Slauson Ave 10/24/24-12/16/24	General Fund	100
		1/13/2025	Tri-City Mutual Water Company	524.00	4800 Slauson 10/25/24-12/17/24	General Fund	100
		1/13/2025	Tri-City Mutual Water Company	42.45	5000 Slauson Ave Dec 2024	General Fund	100
		1/13/2025	Tri-City Mutual Water Company	84.90	5000 Slauson Ave Nov 2024	General Fund	100
		1/13/2025	Tri-City Mutual Water Company	140.00	5316 Atlantic Ave 10/26/24-12/18/24	General Fund	100
		1/13/2025	Tri-City Mutual Water Company	76.00	5600 Heliotrope Ave 10/24/24-12/18/24	General Fund	100
		1/13/2025	Tri-City Mutual Water Company	2,372.00	5950 Walker Ave Dec 2024	General Fund	100
		1/13/2025	Tri-City Mutual Water Company	2,032.00	E 58th St 10/26/24-12/18/24	General Fund	100
092994		1/13/2025	Municipal Waste Solutions, Inc.	3,135.00	MWS Solid Waste Consulting Nov 2024	Grant Fund	261
092995		1/13/2025	Nancy Rodriguez	468.52	Cal PERLA Con Miles, Parking Reimb 11/15/24	General Fund	100
092996		1/13/2025	Nationwide Environmental Services	7,537.00	Street Sweeping Services Dec 2024	Measure W Fund	280
092997		1/13/2025	Phoenix Group Information Systems	8,515.45	Citations Processing Fees Nov 2024	General Fund	100
		1/13/2025	Phoenix Group Information Systems	23,361.38	Citations Processing Fees Oct 2024	General Fund	100
092998		1/13/2025	QDoxs	44.90	Copier Base Charge 12/5/24-1/4/25	General Fund	100
092999		1/13/2025	Revueltas Landscape Inc	6,020.00	Landscaping Svcs Dec 2024	General Fund	100
		1/13/2025	Revueltas Landscape Inc	4,325.00	Landscaping Svcs Dec 2024	Gas Tax Fund	212
093000		1/13/2025	Ruffneck Wear Inc.	1,498.00	Community Benefit Fund - Nimitz Recipient Scarves 11/1/24	General Fund	100
093001		1/13/2025	Richards Watson & Gershon	7,080.72	Legal Services-0001 Nov 2024	General Fund	100
		1/13/2025	Richards Watson & Gershon	13,685.73	Legal Services-0015 Nov 2024	Grant Fund	261
093002		1/13/2025	Southeast Rio Vista YMCA	6,800.00	YMCA Program - Family Camp Charter Buses Trans 8/20/24	Local Fiscal Recovery Fund	273

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
093003		1/13/2025	Southern California Edison	2,261.29	Various Locations Dec 2024	General Fund	100
		1/13/2025	Southern California Edison	7,965.37	Everett Ave Nov-Dec 2024	Gas Tax Fund	212
		1/13/2025	Southern California Edison	2,551.33	Various Locations Dec 2024	Gas Tax Fund	212
		1/13/2025	Southern California Edison	11,074.29	Various Locations Dec 2024	Street Lighting Fund	251
093004		1/13/2025	Sparkletts Drinking Water Corp	175.65	CH Drinking Water Jan 2025	General Fund	100
093005		1/13/2025	Staples Business Advantage	32.54	CS Dept Various Office Supplies 12/21/24	General Fund	100
		1/13/2025	Staples Business Advantage	14.26	HR Dept Supplies - 2025 Calendar12/21/24	General Fund	100
		1/13/2025	Staples Business Advantage	26.28	Office Supplies -Three Month 2025 Calendar12/21/24	General Fund	100
		1/13/2025	Staples Business Advantage	338.09	Various Office Supplies 12/14/24	General Fund	100
093006		1/13/2025	T-MOBILE	585.07	Cell Phone Svcs 10/21/24-11/20/24	General Fund	100
093007		1/13/2025	Tierra West Advisors, Inc	3,461.25	Consultant Svcs 5102 & 5110 District Blvd Nov 2024	Successor Agency Fund	611
		1/13/2025	Tierra West Advisors, Inc	6,075.00	Consultant Svcs 5102 & 5110 District Blvd Oct 2024	Successor Agency Fund	611
093008		1/13/2025	U.S. Bank Corporate Payment System	5,648.56	Cred Crd- 12/16/24 stmt	General Fund	100
093009		1/13/2025	U.S. Bank Trust National Assoc	2,750.00	POB Bond Series 2021 - Admin Fees 12/1/24-11/30/25	General Fund	100
093010		1/13/2025	ULINE INC.	1,950.00	PW Dept Supplies Folding Chairs 12/3/24	General Fund	100
093011		1/13/2025	UniFirst Corporation	82.53	Building Mat Svcs 1/3/25	General Fund	100
		1/13/2025	UniFirst Corporation	75.40	Building Mat Svcs 11/22/24	General Fund	100
		1/13/2025	UniFirst Corporation	75.40	Building Mat Svcs 12/20/24	General Fund	100
		1/13/2025	UniFirst Corporation	81.40	Building Mat Svcs 12/27/24	General Fund	100
093012		1/13/2025	Vernon City of	27.69	Slauson/Downey 10/7/24-11/12/24	General Fund	100
093013		1/13/2025	Vortex Industries, LLC.	811.50	CH Repairs Glass Door 11/5/24	General Fund	100
ACH-242		12/4/2024	Keena & Associates	3,333.00	Commercial Automobile Ins FY 24/25	General Fund	100
ACH-243		12/4/2024	California Public Employees' Retirement System	27,814.79	Health Contribution Dec 2024	General Fund	100
		12/4/2024	California Public Employees' Retirement System	2,671.82	Health Contribution Dec 2024	Gas Tax Fund	212
		12/4/2024	California Public Employees' Retirement System	259.62	Health Contribution Dec 2024	Proposition A Fund	221
		12/4/2024	California Public Employees' Retirement System	772.73	Health Contribution Dec 2024	Proposition C Fund	222
		12/4/2024	California Public Employees' Retirement System	435.28	Health Contribution Dec 2024	Measure R Fund	224
		12/4/2024	California Public Employees' Retirement System	973.48	Health Contribution Dec 2024	Measure M Fund	225
		12/4/2024	California Public Employees' Retirement System	2,552.96	Health Contribution Dec 2024	CDBG	243
		12/4/2024	California Public Employees' Retirement System	107.44	Health Contribution Dec 2024	Street Lighting Fund	251
		12/4/2024	California Public Employees' Retirement System	2,250.07	Health Contribution Dec 2024	Local Fiscal Recovery Fund	273
		12/4/2024	California Public Employees' Retirement System	513.14	Health Contribution Dec 2024	Successor Agency Fund	611
ACH-244		12/4/2024	California Public Employees' Retirement System	8,704.43	Retirement Contribution 11/3/2024-11/16/2024	General Fund	100
		12/4/2024	California Public Employees' Retirement System	669.61	Retirement Contribution 11/3/2024-11/16/2024	Gas Tax Fund	212
		12/4/2024	California Public Employees' Retirement System	89.30	Retirement Contribution 11/3/2024-11/16/2024	Proposition A Fund	221
		12/4/2024	California Public Employees' Retirement System	278.10	Retirement Contribution 11/3/2024-11/16/2024	Proposition C Fund	222
		12/4/2024	California Public Employees' Retirement System	128.47	Retirement Contribution 11/3/2024-11/16/2024	Measure R Fund	224

Check NO.	Prepaid (P)	Date	Name	Check Amount	Transaction Description	Fund Title	Fund #
		12/4/2024	California Public Employees' Retirement System	197.76	Retirement Contribution 11/3/2024-11/16/2024	Measure M Fund	225
		12/4/2024	California Public Employees' Retirement System	666.82	Retirement Contribution 11/3/2024-11/16/2024	CDBG	243
		12/4/2024	California Public Employees' Retirement System	2.89	Retirement Contribution 11/3/2024-11/16/2024	Street Lighting Fund	251
		12/4/2024	California Public Employees' Retirement System	423.55	Retirement Contribution 11/3/2024-11/16/2024	Local Fiscal Recovery Fund	273
		12/4/2024	California Public Employees' Retirement System	293.17	Retirement Contribution 11/3/2024-11/16/2024	Successor Agency Fund	611
ACH-245		12/6/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA Dec 2024	General Fund	100
ACH-246		12/17/2024	Commonwealth Land Title Company	35,443.00	Purchase and Sale Agreement - Public Purposes	Grant Fund	261
ACH-247		12/13/2024	US Bank Fees	120.00	Analysis Svc Charges Der 2024	General Fund	100
ACH-248		12/18/2024	American Family Life Assurance Company of Columbus (AFLAC)	158.88	Aflac payment Nov 2024	General Fund	100
ACH-249		12/27/2024	Automatic Data Processing	815.85	Payroll Fees Dec 2024	General Fund	100
ACH-250		1/2/2025	US Bank Fees	960.97	Bank Merchant Fees Jan 2025	General Fund	100
ACH-251		1/6/2025	8x8 Inc.	469.47	Telephone Srvs Dec 2024	General Fund	100
ACH-252		1/7/2025	California Public Employees' Retirement System	4.80	2025 Replacement Benefit Contribution	General Fund	100
			Total ACH and Warrant Registers	**1,264,842.34**			
		12/19/2024	Payroll Transfer	60,449.64	Payroll Pay Period 12/1/2024 - 12/14/2024	Various Funds	
		1/2/2025	Payroll Transfer	58,195.65	Payroll Pay Period 12/15/2024 - 12/28/2024	Various Funds	
	Total ACH, Warrant Registers and Payroll Transfer			**1,383,487.63**			

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 7.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: OBTAIN AUTHORIZATION IN DECLARING CITY PROPERTY, UNSUABLE BACKHOE TRACTOR AND GOLFCART EQUIPMENT, AS SURPLUS AND AUTHORIZING THOSE ITEMS FOR AUCTION

RECOMMENDATION:
It is recommended that the City Council authorize the City Manager in declaring the John Deer Backhoe Tractor and John Deer Golf Cart equipment as surplus and authorizing its auction.

BACKGROUND:
The John Deer Backhoe Tractor and John Deer Golf Cart equipment have been stored at the City's Public Works Maintenance Yard since the early to mid-nineties. The John Deer Backhoe Tractor and John Deer Golf Cart equipment does not work and is damaged. Over the years the equipment has attracted unwanted attention in where individuals enter the premises of the Public Works Maintenance Yard after working hours to illegally remove parts from the tractor and golf cart.

DISCUSSION:
The John Deer Backhoe Tractor and John Deer Golf Cart equipment have past the end of their useful life and are beyond repairs and no longer can be safely operated. The equipment is not needed at the present time or for the foreseeable future and are no longer of use to the City.

Staff recommends that the John Deer Backhoe Tractor and John Deer Golf Cart equipment be sold at auction. Staff recommends using the services of GovDeals to auction off the John Deer Backhoe Tractor and John Deer Golf Cart equipment. GovDeals conducts online government surplus auctions. No fees will be charged to the City. If an asset is sold, GovDeals charges a 12.5% buyer premium to the winning bidder. If the sale is defaulted there will be no fee to anyone. Through GovDeals FSS, they collect payment, allowing the buyer to use credit/debit cards, Paypal, and wire transfers. GovDeals assumes the risk from fraud and chargebacks. This is a non-exclusive agreement – no contracts to sign.

GovDeals works with over 17,000 Government Agencies in the USA and 550 Governmental Agencies in California. GovDeals fully transparent system makes sure the City follows government compliancy regulations. GovDeals provides a fully comprehensive reporting system to let the City find anything regarding its sales, past or present. Company with 20 years of experience focusing on nothing other than selling surplus for Government agencies, GovDeals assist with listing the City's assets and buyers pick up assets from the City.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:
No fees will be charged to the City. When an asset is sold, GovDeals charges a 12.5% buyer premium to the winning bidder.

ATTACHMENT(S)
1. GD-CA-Flyer
2. GD-HowToSell Flyer
3. 20250115_085611
4. 20250115_085655
5. 20250115_085759
6. 20250115_085817
7. 20250115_085855
8. 20250115_085933

YOU HAVE SURPLUS, WE HAVE SOLUTIONS.

With the right marketplace, you have access to:

- **Risk Mitigation**
- **Customized Reporting**
- **Targeted Marketing**
- **Dedicated Support**
- **Sustainable Solutions**

GovDeals Near You

Top Sellers

- Southern CA Youth ER SVCS
- Orange County, CA
- Monterey County, CA
- Los Angeles USD
- Tulare County, CA

Top Categories

- Heavy Equipment
- Cafe & Kitchen Eq.
- Collectibles
- Real Estate
- Vehicles (all types)

Make selling surplus profitable and painless by using a sustainable solution driven by modern technology.

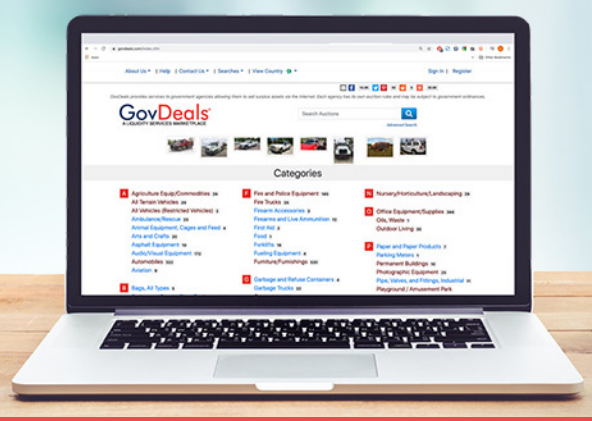
Larry Lesnick
Business Development Representative
Eastern US
949-293-3893 | llesnick@govdeals.com

Or skip the RFP by using one of the National Co-operative Contracts below

Sourcewell Formerly NJPA · NASPO ValuePoint · OMNIA PARTNERS

Your Simple, Fast, And Profitable Solution To Surplus Disposition.

GovDeals®



THREE EASY STEPS

STEP ONE

List any equipment or inventory, in any condition.

Quickly create your auction listing with our easy tools. All you need is an item description and a few photos. Our Account Managers will teach you how to create listings that will maximize your return on investment.

STEP TWO

Sell to 3.6+ million registered buyers.

We actively promote your item listings to our global buyer base through complimentary marketing campaigns targeting active and relevant buyers for your specific items.

STEP THREE

Higher returns on your surplus disposition!

Don't worry about paperwork! We'll invoice, collect, and manage the entire closing process for you. When the transaction is complete, we will send the proceeds directly to your bank account.

The Smartest, Fastest Way to Sell Your Assets

Take control

Sell your used equipment how, when, and wherever you need through our global platform.

Speed to market

No need to wait for someone else's schedule. Complete sales in days by listing your items straight to our platform as soon as they are declared surplus.

Partnership and support

Whether you are selling specialized niche assets or general surplus, our dedicated account managers can offer expert advice to ensure your success.

Keep more of your money

We have eliminated transportation costs, storage fees, preparation fees, listing fees, and high commission rates. You take home more money.

All the tools. All in one place.

From online payment collection and electronic proceeds remittance to asset specific marketing and real-time customizable reporting tools, GovDeals is a complete surplus disposition program. Contact us today to learn more about our back-office suite features and digital marketplace benefits.

CONTACT US

Trust Decades of Experience in Surplus Sales

The GovDeals team has a 20+ year track record of maximizing value for every seller from large governments to small towns.

Experienced: Over $2.3 billion sold across 2,000,000+ completed transactions

Trusted: More than 14,000 sellers across North America

Buyer Reach: Over 3.6 million registered buyers with demand for your assets

Transparent: Current market, performance, and valuation data available on demand

A Scalable Platform: Manage all asset sales in every category and condition from any location

Peace of mind: From working with a publicly traded company with a strong balance sheet

BECOME A SELLER

JOHN DEERE

310

JOHN DEERE
310C

JOHN DEERE
310C

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 8.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR CANNABIS MANAGEMENT SERVICES

RECOMMENDATION:
Staff recommends that the City Council approve the amendment to the professional services agreement with HdL Companies for Cannabis Management Services for increasing compensation for the remainder term of contract.

BACKGROUND:
On June 22, 2022, the City entered into an agreement with Hinderliter de Llamas and Associates ("HdL") Companies, now HdL Companies (HdL) for Cannabis Management Services. The agreement has successfully provided support for the continuous development of a commercial cannabis licensing program, developed program fees on a cost recovery basis and provided analysis and scoring of applications received.

DISCUSSION:
Due to the growing need for funds to cover cannabis audits, inspections, and other services, staff is requesting an amendment for increasing compensation to the agreement with HdL Companies to continue conducting financial audits for the City's permitted cannabis businesses. These audits ensure the reported revenue is accurate and help determine tax assessments if any discrepancies are found.

The City initially set a budget of $168,350.00 on June 22, 2022, for cannabis audits, inspections, and services, with the agreement running through June 7, 2026. From July 2022 to September 2024, the City has spent $160,445.00 as shown below:

Audit Compliance: $80,250.00
Quarterly Inspections: $79,500.00
Professional Services: $445.00
Total: $160,445.00

This leaves a balance of $7,905, which is not enough to continue supporting the five current vendors. Therefore, staff is requesting an additional $147,000 so HdL Companies can complete the remaining services. The new total not-to-exceed amount for the remainder of the contract will be $315,350.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no fiscal impact for FY 2024-25. This is an amendment for the contract period from March 2025 through June 2026. Staff will budget accordingly in FY 2025-26.

ATTACHMENT(S)
1. HdL Cannabis Management Amendment

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND HDL COMPANIES

This Amendment to the Professional Services Agreement is dated and entered as of January 23, 2025 ("Amendment No. 1") and amends the agreement by and between the City of Maywood, a municipal corporation ("City") and HdL Companies ("Consultant") dated June 22, 2022.

RECITALS

A. City and Consultant entered into an agreement for professional services for Cannabis Management Services on June 22, 2022 ("Agreement").

B. The Agreement is for a four-year term ending June 7, 2026, unless sooner terminated as provided in Section 12 of the Agreement ("Term").

C. Additional compensation is necessary to provide the services under the Agreement during the Term, and therefore the Parties desire to amend the Agreement to increase the compensation.

NOW THEREFORE, it is mutually agreed by and between the City and Consultant as follows:

Section 1. The amount of compensation set forth in Section 3.A of the Agreement shall be increased by $147,000.00 for a new total not-to-exceed amount of $315,350.00 for the remainder of the Term. Exhibit B of the Agreement shall be replaced with the Exhibit B attached to this Amendment No. 1 as Attachment 1.

Section 2. Except as expressly modified by this Amendment, all other provisions of the agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first above written.

CITY OF MAYWOOD:

By:_____
Mayra Aguiluz, Mayor

CONSULTANT:
HdL Companies

By:_____

Name:_____

Title:_____

ATTEST:

By: _____
Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

ATTACHMENT 1

Updated Exhibit B to the Agreement

EXHIBIT B
COST SCHEDULE

The costs below do not include any additional services that are not specifically enumerated herein. These costs assume HdL will not be asked to review any supplemental information provided by applicants, and that HdL will not be a part of any enforcement action, appeal, arbitration, or civil litigation resulting from the findings of an inspection and/or audit. Any such additional reports, documentation or assistance that may be required would be in addition to the costs shown in the table below and shall be billed at HdL's hourly rate under Objective 7. This includes assistance with administrative hearings and/or civil litigation involving cannabis applicants or licensees. These additional hours may also be used to provide any other standard cannabis services that HdL offers, which shall not exceed the standard rate for that service.

Prices are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement. Once under contract, prices shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost
Objective 1: Conduct Quarterly Compliance Inspections Assumes 4 inspections per business/per year	$2,500 per inspection; $10,000 per business per year
Objective 2: Conduct Annual Financial Audits	$10,000 per business
Objective 3: Conduct Supplemental Follow-up Inspections As needed to address issues of non-compliance.	Hourly Rate[1]
Objective 4: Site Plan Evaluations	$600
Objective 5: Pre-License Site Visits	$2,000
Objective 6: Supplemental Background Checks Cost paid directly to HdL by applicant	No Charge to City
Objective7: Subject Matter Expertise Assumes 75 hours at $300/hr	$22,500[1]
Travel: If and as needed for on-site visits	Hourly Rate[3]
TOTAL COST PER BUSINESS : **TOTAL NOT TO EXCEED:**	**$20,000/year[2]** **$147,500**

[1] Objective billed at HdL's standard hourly rate under Objective 7
[2] Assumes one audit and 4 compliance inspections per business per year
[3] Or at a flat rate to be negotiated

Hourly Rates for HdL Staff

The prices in this proposal are calculated based on the hourly rates for HdL staff as shown in the chart below. Any additional services requested by the client that are not specifically described in this proposal would be billed at HdL's standard hourly rate.

HdL Staff Person	Title	Hourly Rate
Standard Hourly Rate	All Subject Matter Expertise	$300
Matt Eaton	Director of Cannabis Services	$300
Mark Lovelace	Senior Policy Advisor	$300
Elizabeth Eumurian	Audit Manager	$300
Brad Schneider	Compliance Manager	$300
Valerie Carter	Audit Supervisor	$275
Tao Lu	Senior Auditor	$250
Kristi Lervold	Compliance Administrator	$235
Michelle Shaw	Compliance Inspector	$235
Teresa Schneider	Compliance Inspector	$235
Pamela Davis	Auditor	$235
Eric Magana	Auditor	$235
Jennifer Erwin	Auditor	$235
Dante Chegini	Audit Analyst	$225
Michael Cimino	Audit Analyst	$225
All rates current as of the date of this proposal		

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 9.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY PARTNER AGREEMENT WITH KABOOM! FOR THE CONSTRUCTION OF A NEW PLAYGROUND PLAYSPACE AT PIXLEY PARK AND ALLOCATING THE CITY'S CONTRIBUTION AMOUNT OF $8,500

RECOMMENDATION:
It is recommended that the City Council approve the Community Partner Agreement between the City of Maywood and KABOOM! for the construction of a new playground playspace at Pixley Park, contingent upon final review and approval by the City Attorney and authorize the City Manager to execute the agreement and any related documents.

BACKGROUND:
The City of Maywood has been identified as an eligible community partner by KABOOM, a nationally recognized nonprofit organization dedicated to improving access to playspaces for children. The partnership provides the City with an excellent opportunity to improve the recreational playplace at Pixley Park. This partnership with KABOOM! will provide a grant opportunity to the City for the construction of a new playground at Pixley Park, located at 3626 East 56th Street, Maywood, CA 90270.

As part of the City's efforts to improve parks and recreation areas, the project will enable families and children to enjoy spaces that are safe and inclusive. Furthermore, it reflects the City's interest in creating public spaces that encourage well-being and civic engagement.

DISCUSSION:
After serving the community for over ten years, the existing playground at Pixley Park has reached the end of its useful life. To address this, the proposed partnership with KABOOM! will provide modern, safe, and inclusive play equipment suitable for children of various age groups and abilities. Community involvement will play a vital role in this project, which volunteer(s) participation is highly encouraged during Design Day and Build Week activities that will further foster a strong sense of civic pride.

The Community Partner Agreement outlines the roles and responsibilities of both the City and KABOOM! throughout the project. Principal duties include:

1. **City Responsibilities:**

- Funding $8,500 toward playground equipment costs.
- Preparing the site and obtaining the necessary permits before construction begins.
- Engaging and recruiting community volunteers for Design Day and Build Week activities.
- Maintaining the completed playground to ensure safety and long-term usability.

2. **KABOOM! Responsibilities:**

    - Providing technical and logistical support for planning and construction.
    - Procuring and delivering playground equipment.
    - Managing volunteer efforts during Build Week to ensure safety and project completion.

The agreement also includes a maintenance plan outlining regular inspections and necessary repairs to ensure the longevity of the playground. This plan highlights the City's commitment to preserving its public properties for future generations.

Approval of this agreement supports the City's objective to enhance the quality of life for residents, support active living, and invest in community infrastructure. The collaboration with KABOOM! offers a cost-effective approach to modernizing its Pixley Park's playground while minimizing financial impact on the City's funds.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
Upon the approval of the agreement from the Community Partner Agreement with KABOOM!, $8,500 is a required funding contribution from the City. This amount will be allocated from Grants Fund 261 utilizing the California State Parks awarded to City of $800,000 (acct #261-502-6370-6310) which was appropriately budgeted in FY2024-25 for baseball field upgrades project.

ATTACHMENT(S)
1. City of Maywood Community Partner Agreement
2. 2024 Exhibit Packet
3. Pixley Park Site Map

COMMUNITY PARTNER AGREEMENT

January 14, 2025

KABOOM!, Inc. (referred to herein as KABOOM!) is pleased that City of Maywood (referred to herein as the Community Partner) has agreed to collaborate with KABOOM! and the Funding Partner in the construction of a new playspace at Pixley Park, 3626 E 56th St, Maywood, CA 90270 (the "Project"). This Community Partner Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project. The Community Partner acknowledges and agrees the primary source of funding for the Project is a contribution from the Funding Partner. In the event that such a contribution is not funded, then this agreement shall immediately terminate upon written notice thereof from KABOOM!.

1. Obligations of the Community Partner. The Community Partner shall work with KABOOM! and the Funding Partner as well as community residents to design, plan, and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KABOOM!:

   (a) Contribution. In support of the Project, the Community Partner must contribute $8,500 to KABOOM!, which will apply the funds directly to the purchase of the equipment. KABOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Week (as defined below).

   (b) Project Site.

      (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KABOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playspace in its entirety, for the lifetime of the product, including the equipment and/or safety surfacing at the time purchased by KABOOM! with the financial resources provided by the Funding Partner.

      (ii) Permits. Prior to Build Week, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession, and use of the playspace in compliance with applicable laws and regulations.

      (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) preparing the site for the installation of the Project at least two weeks before Build Week, which may include removing existing equipment, footers, and safety surfacing, grading the land, repairing existing surfacing and removing fencing (2) conducting up to two (2) utility checks as reasonably requested by KABOOM! with the appropriate utility companies, with the first test being completed before Design Day (as defined below) and with all utility check documentation provided upon completion to the KABOOM! Project Manager who shall supervise the planning and installation of the equipment (the "Project Manager"); and (3) conducting up to two (2) soil site tests as reasonably requested by KABOOM!, with the first test being completed before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible

for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.

(iv) Safety and Security. The Community Partner shall ensure the security of equipment, tools, supplies, and well-being of the adults and children from the beginning of the preparation activities until the conclusion of Build Week, including any postponement. The Community Partner shall also ensure that all volunteers sign a waiver and designate a CPR certified staff member or volunteer to serve as the safety leader onsite for the Build Week.

(v) Maintenance. Maintenance of the facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KABOOM! during the Project planning process to develop a maintenance program (a copy of which has been provided) for the play equipment and, with the support of the property owner (if owner is a separate party), shall maintain the equipment and the property before and after the Build Week to ensure a safe and attractive playspace. It is also the responsibility of the Community Partner to ensure that no one enters the playground within 72 hours of the completion of the final Build Day. Anyone accessing and/or touching the playground within 72 hours of its completion could prevent the concrete from curing properly or the surfacing (if rubber) from setting properly, leading to long-term damage that would be the responsibility of the Community Partner to repair. In furtherance of the foregoing, in the event any equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KABOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such equipment available to children in the same manner contemplated as of the Build Week and maintain (or permit the Community Partner to maintain) such play equipment in accordance with the maintenance program. In addition, if applicable, the Community Partner shall accept and maintain engineered wood fiber as play equipment safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playspace. Guidance and materials for the purpose of developing a maintenance plan for the playspace are available, upon request, from the play equipment and safety surfacing manufacturers.

(c) Design Day. The Community Partner agrees to host a KABOOM! facilitated Design Day event with at least twenty (20) adult volunteers and twenty (20) youth. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.

(d) Build Week. The Community Partner shall recruit up to 90 total community volunteers to participate in a 3-day volunteer installation event (to be comprised of 30 volunteers on Day 1, 10 volunteers on Day 2 and 50 volunteers on Day 3) scheduled to occur on a mutually agreed upon date which is referred to herein as the Build Week. The Community Partner shall ensure that all volunteers sign a waiver (a copy of which has been provided). During the Build Week, the Community Partner shall provide food, water, tools, dumpsters, music, hand washing and/or hand sanitizing facilities, and restroom facilities for all volunteers on each day.

(e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KABOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of them, the "Marks") of KABOOM! and/or the Funding Partner, including press releases, fliers, and promotional materials. The Community Partner acknowledges and agrees that each of KABOOM! and the Funding Partner is the sole owner of all rights, title, and interest in and to its respective Marks. The parties acknowledge that KABOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KABOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would

harm the reputation of KABOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KABOOM! and the Funding Partner to secure media coverage for the Project.

(f) Signage. The Community Partner shall allow the names and logos of KABOOM! and the Funding Partner to be displayed on permanent signage (a copy of which has been provided) and shall be no greater than 19 ½ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location. If applicable, the Community Partner shall allow individual instructional signs to accompany the equipment.

(g) Costs. The Community Partner is solely responsible for and shall hold KABOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades, or improvements, or any equipment or materials purchased to supplement those secured by KABOOM!.

(h) Warranty. The equipment and the safety surfacing related to the Project may be covered under warranty by the applicable manufacturers (a copy of which has been provided). The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KABOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty, or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

(i) Insurance. The Community Partner (or such other appropriate entity to which KABOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Week and through the first anniversary of the Build Week, commercial general liability insurance (providing coverage against liability for bodily injury, death, and property damage that may arise out of or be based upon the use of the equipment) with a limit of not less than one million dollars ($1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KABOOM! a copy of a certificate from its insurer indicating the nature, scope, duration, and amount of insurance coverage, and naming KABOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KABOOM! and the Funding Partner and which policy shall provide that KABOOM! and the Funding Partner is given at least thirty (30) days prior written notice of any change or cancellation of coverage.

(j) Indemnification. The Community Partner shall indemnify and hold harmless KABOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents, and representatives from any and all losses, liabilities, claims, actions, fees, and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending, or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, resulting from any actions taken by the Community Partner associated with this Project or resulting from the use of any play property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.

(k) Data and Reporting. The Community Partner shall distribute and complete play-related surveys, provided by KABOOM!, to its stakeholders, including parents/caregivers, volunteers, and staff (i) promptly following the execution of this agreement (ii) 2 weeks following the completion of the Project (iii) 12 months after the completion of the Project. Additionally, the Community Partner shall use its reasonable efforts to provide KABOOM! with any other information related to the Project that KABOOM! may request.

(l) Code of Conduct. The Community Partner agrees to comply with the build site rules (a copy of which has been provided). The Community Partner shall allow the build site rules to be displayed on site and communicate and enforce the build site rules for all participants in the Project's Design Day and Build Week events.

2. Obligations of KABOOM!.

(a) Project. KABOOM! shall provide technical and organizational leadership and guidance for the Project and shall:

(i) Coordinate Funding Partner participation, facilitate design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.

(ii) On the behalf of and in collaboration with the Community Partner, KABOOM! shall manage construction logistics for the Project, coordinate site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary small hand tools and materials and other general supplies are available on the Build Week; Lead the Build Week activities, including the coordination of Build Week volunteers.

(iii) Make available certain educational and promotional materials related to the Project.

(b) Inspection. KABOOM!, in collaboration with the Community Partner, will secure an Installation Supervisor to review the structure at the conclusion of the Build Week to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the installation is not completed during the Build Week due to failure of the Community Partner, in which case the Community Partner shall secure the Installation Supervisor.

(c) Promotion. KABOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.

(d) Website Listing. KABOOM! will place the playspace on its list of KABOOM! builds on the KABOOM! website, and KABOOM! will send information to the Community Partner on maintenance programming and enhancements.

3. Build Week Postponement.

(a) Public Health Compliance. KABOOM! will adhere to public health and safety guidelines as required. If health conditions do not allow project completion within close to the originally scheduled date, project will be rescheduled on a mutually agreed upon date or converted to a professional installation with no volunteers participating in building the playspace.

(b) Weather or other conditions unrelated to Public Health. Build Week shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playspace. The decision to postpone the Build Week will be made by majority agreement of the representatives of KABOOM!, the Community Partner, and the Funding Partner, except where such decision must be made by KABOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Week is postponed, KABOOM!, the Community Partner, and the Funding Partner shall develop a plan for rescheduling the Build Week at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Week, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; provided, however, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Week. Notwithstanding the foregoing, in the event that the date of the Build Week is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KABOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Week.

4. Funding Partner Relations. KABOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KABOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.

5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KABOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KABOOM! shall refund to the Community Partner any amounts paid to KABOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KABOOM! by the Community Partner exceeds the sum paid to KABOOM! hereunder, the Community Partner shall pay KABOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.

6. General Provisions. The Community Partner represents to KABOOM! that all information provided by it to KABOOM!, including in the application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified, or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i), and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Agreement where indicated below, each of KABOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

City of Maywood

By: _____
Date:

Name: Jennifer E. Vasquez
Title: City Manager

Address:
4319 E. Slauson Avenue,
Maywood, CA 90270
T: (323) 562-5700
F:(323) 773-2806
e-mail: jennifer.vasquez@cityofmaywood.org

KABOOM!, Inc.

By: _____
Date:

Name: Gerry Megas
Title: Chief Financial Officer

Address:
7200 Wisconsin Avenue, Suite 400
Bethesda, MD 20814
T: (202) 464- 6180
F: (202) 659-0210
e-mail: gmegas@kaboom.org

Contact information from the Community Partner who should receive KABOOM! invoices:

Name: Luz Maria
Title: Accounting Specialist
Mailing Address: 4319 E. Slauson Avenue,
Maywood, CA 90270
Email Address: luz.maria@cityofmaywood.org
Phone Number: (323) 562-5705

Exhibit Packet

Materials referenced in the KABOOM! Community Partner Playspace Agreement

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Maintenance Plan | Section 1 (b) v
- Playground and Adventure Course P. 1
- Multi-sport Court P. 5

Playspace Volunteer Build Day Waiver | Section 1 (d) P. 6
Playspace Signage | Section 1 (f)
- Playground P. 7
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Warranty | Section 1 (h)
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- Multi-sport Court P. 12

Code of Conduct | Section 1 (l) P. 17
KABOOM! Corporate Sponsor Policy P. 18

Playspace and Surrounding Project Maintenance Plan for:

_____

It is very important for our children's safety that we make sure that the playspace is kept in a good and safe condition to decrease and/or eliminate injuries. This maintenance plan is to ensure that we keep the playspace in a good working condition so the children can have it to play on for years to come. The maintenance of the playspace system and surrounding projects installed at_____will be comprised of daily, weekly, and annual inspections by the_____.
The daily inspection is to be completed by all **house parents and staff** using the playspace. The focus of these daily inspections should include:

- Note and report and splinters, loose fasteners, broken equipment and incidents of vandalism
- Check safety zones (slides) for any objects such as trash, bottles and anything that may be a hazard to the children
- Pick up litter
- Check surfacing (wood fiber) in high-use areas. Rake over any areas that may have become worn away by use
- Note excess water as in draining or on equipment other than rain or condensation

The weekly inspection will be performed by a_____. **Note:** The resident children can be utilized to assist with the weekly inspection. This inspection will encompass all of the items mentioned in the daily inspection as well as checking the following:

- Grounds upkeep
- Surfacing
- General hazards
- Equipment deterioration (chipped paint, rust)
- Security of bolts, nuts, and fasteners

An annual inspection will be performed by a_____or a **certified playspace safety inspector**.
The inspection will include, but not be limited to the following:

- Inspection of key areas for signs of wear, tear and vandalism
- Check and tighten all bolts, nuts, and fasteners
- Lubricate any moving parts
- Measure, evaluate and make recommendations as to the condition and depth of the safety surface
- Complete a written maintenance report
- Meet with staff to discuss report and to answer any questions or to identify any areas to watch

If any safety problems are noted in these inspections, the problems will be corrected within_____hours. If the safety problems cannot be corrected in a timely manner, the playspace will be temporarily closed until safety issues are corrected.
Complete documentation of virtually everything related to the playspace, including original specifications, bid documents, purchase orders, warranties, and insurance certificates, as well as manufacturer recommendations, parts lists, scaled drawings, audit records, completed inspection checklists, repair schedules and work orders will be retained permanently.
All Reports will be kept in_____and will be available for review by KABOOM!

Maintenance Inspection

The following checklist will be used to determine the condition of our playspace. The person completing the inspection will sign off the checklist. The checklist will be kept on file at_____and will be available for review by KABOOM!
Name of park or playspace: _____
Name of inspector: _____
Date of inspection: _____
Time of inspection: _____
Weather conditions at time of inspection: _____
Number of playspace users: _____

REPAIR PRIORITY:

1 – Imminent Hazard (Repair Immediately)
2 – Scheduled Maintenance (Repair Next Visit)
3 – Planning (To Administration for $_)
4 – No issues to date

Playspace Specifics	Repair Priority	Comments
Playspace Upkeep		
Check entire playspace area for miscellaneous debris or litter such as trip hazards, broken glass, poor drainage areas, and no obstruction of play.		
Check to make sure that trash receptacles are being emptied.		
Check for any damage to equipment or other playspace feature caused by the following: Vandalism, general wear, broken equipment, and missing equipment.		
Check the condition of the Sign. Is it present, visible, and in good shape?		
Surfacing		
What type of surfacing is used?		
What is the depth of current surfacing?		
Check for equipment that does not have adequate safety surfacing under and around it, and for surfacing materials that have deteriorated		
What areas need surfacing or raking?		
General Hazards: Equipment General		
Check all equipment and other playspace features for any hazards that may have emerged. It is important to check slides, climbing apparatus, and composite play structures for the following:		
no head entrapment or entanglement		

All hardware in good condition with no loose screws or bolts		
capped ends		
no sharp points, corners, edges, or loose welds		
no protrusions or projections		
no pinch, crush, or shearing points		
no tripping hazards		
no suspended hazards (cables, wires, ropes)		
no equipment > 7 ft. high		
no worn/frayed cables		
smooth surfaces		
no exposed footings		
no loose steps, handholds, or rails		
no loose step/ring/rung		
General Hazards: Equipment Specific		
SWINGS		
S-hooks closed		
good chains/seats/hangers		
Deterioration of Equipment		
Check all equipment and other playspace features for rust, rot, and cracks, with special attention to the possible corrosion where structures come in contact with the ground.		
Check for unstable anchoring or equipment.		
Security of Hardware		
Check for any loose or worn connecting, covering, or fastening hardware devises; for example, check the S - hooks at both ends of suspending elements of swings and all connection points on flexible climbers wear.		
Check all moving parts, such as swing bearing hangers for wear.		
Make sure all other moveable joints or connection pieces are properly covered and not entanglement or entrapment hazards.		
Equipment Use Zones		
Check for obstacles in equipment use zones (see CPSC guidelines for definition of use zones).		

Surrounding Area	Repair Priority	Comments
General Hazards: Material Specific		
Check all equipment and other playspace features for rust, rot, cracks, and splinters, with special attention to the possible corrosion where structures come in contact with the ground.		
Check for unstable anchoring or equipment.		
Metal		
No Rust or corrosion		
Concrete		
No cracked or broken pieces		
Paint		
Chipped paint		
Wood		
No wood rot		
No mold		
Check for any loose or worn connecting, protruding, covering, or fastening hardware		
Check for unstable		
No splinters		
General Hazards: Project Specific		
Fencing/backstops		
Metal Fence		
Check that all anchors are secure and that there are no breaks or fray in fencing structure		
Wooden Fence		
Check that all boards are secure. Replace any boards or posts that have rot.		
Sandbox		
Rake out and maintain clean sand		
Garden		
Watering (Daily)		
Weeding (Weekly)		
Deadheading (clip old flowers) (Seasonally)		
Mulching (Seasonally)		
** Vegetable Gardens will require more frequent attention depending on plants		

DATES REPAIRS COMPLETED :_____(Note Items Repaired)

BY: _____

IF SKETCH IS NEEDED, DRAW ON REAR OF FORM.

Sports Court and Site Enhancement Project Maintenance Plan for:

It is very important for our children's safety that we make sure that the sports court is kept in a good and safe condition to decrease and/or eliminate injuries. This maintenance plan is to ensure that we keep the sports court in a good working condition so the children can have it to play on for years to come. The maintenance of the sports court and surrounding projects installed at will be comprised of daily, weekly, and annual inspections by the_____.

The daily inspection is to be completed by all **parents and staff** using the sports court and site enhancement projects. The focus of these daily inspections should include:

- Remove debris, including leaves, sticks, and trash, from the surfacing with a leaf blower
- Check and tighten nuts and bolts to ensure they are tight on the following equipment:
    - Basketball Hoops, Adjustable Net System, Rebounder System and Soccer Goals
- Note and report and splinters, loose fasteners, broken equipment and incidents of vandalism
- Note excess water as in draining or on equipment other than rain or condensation

The weekly inspection will be performed by_____**. Note:** The resident children can be utilized to assist with the weekly inspection. This inspection will encompass all of the items mentioned in the daily inspection as well as checking the following:

- Grounds upkeep
- Surfacing
- General hazards
- Equipment deterioration (chipped paint, rust)
- Security of bolts, nuts, and fasteners

An annual inspection will be performed by a_____or a **local Sport Court representative**. The inspection will include, but not be limited to the following:

- Inspection of key areas for signs of wear, tear and vandalism
- Check for damaged sports court tiles
- Check and tighten nuts and bolts to ensure they are tight on the following equipment:
    - Basketball Hoops, Adjustable Net System, Rebounder System and Soccer Goals
- Check and tighten all bolts, nuts, and fasteners on all wood projects
- Complete a written maintenance report
- Meet with staff to discuss report and to answer any questions or to identify any areas to watch

If any safety problems are noted in these inspections, the problems will be corrected within____hours. If the safety problems cannot be corrected in a timely manner, the sports court will be temporarily closed until safety issues are corrected.

Complete documentation of virtually everything related to the sports court, including original specifications, bid documents, purchase orders, warranties, and insurance certificates, as well as manufacturer recommendations, parts lists, scaled drawings, audit records, completed inspection checklists, repair schedules and work orders will be retained permanently.

All Reports will be kept in_____and will be available for review by KABOOM!

_____ _____

Printed & Signature Date

2024 Playspace Volunteer Build Day Waiver

KABOOM! PLAYSPACE PROJECT – VOLUNTEER WAIVER AND RELEASE

This form must be signed by or on behalf of each volunteer who will participate in or otherwise be involved with the construction of the FP, CP and KABOOM! Playspace Build (the "Playspace Build" or the "Project"), or will be on the construction site of the Playspace Build, occurring Build Month, Day, Year in City, State. If you are unable to read this print, please speak with the person handling volunteer registration for assistance.

The KABOOM! project and activities will include the playspace construction, side projects and play enhancement projects on and in the periphery of the playspace construction site including, without limitation, building interiors at or near the site. The "playspace construction site" is the physical space where the playspace is being installed; the playspace construction projects are any activities directly related to the installation and placement of the playspace equipment, the mixing of concrete, and/or moving safety surfacing onto the playspace site. Volunteers under age 18 (or under 19 in AL and NE) may not work on the "playspace construction site", as defined above. Volunteers under 18 but who meet this state's minimum age for employment may work on the side projects, such as beautification and play enhancement projects, and other non-playspace construction site projects and may help with preparation for the build day only if they have received and delivered KABOOM! written approval from a parent or legal guardian for participation. Any children under state's minimum age for employment will not be supervised by KABOOM! in any way or be allowed to participate in playspace or non-playspace construction projects managed by KABOOM!; however KABOOM! will work with the community partner to procure supplies for use by these children and to help them plan projects that are occurring on a site that is distinctly separated from the playspace construction site. No children under this state's legal working age should be on the playspace construction site.

I understand that I will be spending the day(s) as a volunteer for the Project and will be participating at my own risk. I acknowledge that my participation is voluntary and does not constitute a condition or requirement of employment. I further acknowledge that the Project will occur at a construction site and that the construction site will be a potentially dangerous place. I attest that I am physically fit and prepared for this event and these activities.

I will not create an unsafe situation for other individuals or myself nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state and local laws, as well as the rules and directions of the sponsors and coordinators. If I see any situation that I feel is unsafe, I will immediately call it to the attention of KABOOM! or a safety coordinator. If I bring any children or young adults with me to participate in the Project, I will be solely responsible for providing for their safety and will keep them under close supervision at all times. FOR EACH PARTICIPANT UNDER 18 (19 in AL and NE), THE PARENT OR GUARDIAN MUST FILL OUT A SEPARATE WAIVER. I understand that a volunteer may be at the Project to provide medical treatment in the event of an injury, and if necessary to assist in arranging transportation to medical facilities, but acknowledge that neither KABOOM! nor any other of the Released Parties (as defined below) are in any way responsible for providing such medical volunteer or treatment.

On behalf of myself, as well as my heirs, executors, administrators and assigns, I hereby forever release, discharge, waive and agree to indemnify and hold harmless KABOOM!, FP, CP, Landscape Structures Inc. and/or Connor Sport Court International, and any additional sponsors of the Project, along with their respective officers, directors, agents, employees, contractors, successors and assigns, and any volunteers to whom I give my consent to provide medical treatment to me or to any children or young adults under my supervision ("Released Parties"), from and against any and all claims, demands, actions, causes of action, obligations, liabilities, suits, losses, damages, costs, expenses, and fees, including, without limitation, court costs and attorneys' fees, of any and every nature of character, including, without limitation, for death, personal injury and/or loss of property, whether anticipated or unanticipated, directly or indirectly, whether caused, in whole or in part, by the sole or concurrent negligence or wrongdoings, strict liability or fault of the Released Parties or otherwise, arising out of or connected in any way with my participation in the Project or any side projects in connection with the Project.

I acknowledge that I have read the foregoing paragraph and know and understand the full contents and effects of it. IF BUILD IS IN CALIFORNIA ADD: I understand the full nature, extent, and import of Section 1542 of the California Civil Code and of the entire release stated in the foregoing paragraph. Accordingly, I waive and relinquish, any and all rights or benefits that I may have under the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I hereby grant KABOOM!, FP and CP full and complete permission to use my name and likeness, including any photographs, videography and interview footage and quotations from me obtained in connection with the Project (whether or not at the Project Build or otherwise) in legitimate promotions of the Project and to further the mission and vision of KABOOM! in any and all media now known or hereinafter developed without restriction or compensation.

I understand that I have given up substantial rights by signing this Waiver and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE of all liability of Released Parties to the greatest extent allowed by law.

Adult Volunteer (Age 18+)	Volunteer Under Age 18 (Or under 19 in AL and NE)
I am here to volunteer from: __ CP (I am a: __staff member / __non-staff member) __ Local Community __ FP	Please fill out a SEPARATE waiver for your child—use this section ONLY
Signature of Participant Date	Signature of Parent or Legal Guardian of Participant
Printed Name of Participant	Printed Name of Parent or Legal Guardian
Address	Do you affirm that your child or dependent meets this state's minimum age requirements for employment? ☐ Yes, my child may volunteer ☐ No, my child cannot volunteer
City State Zip	
Email Address	Printed Name of Child Participant Date
ð I would not like to receive information about KABOOM! in the future. ☐ I would not like to receive information about CP in the future.	

Playground Sign

2-5 playground

Back Side

FRONT SIDE

Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Drawstrings have entangled on slides and other playground equipment causing strangulation, REMOVE helmets, drawstrings, scarves, and other accessories around the neck prior to playing on the playground.

Surfacing and play surfaces may become HOT and cause burns. Check for hot surfaces prior to playing on the playground. Wet surfaces may be slippery. Use with caution to avoid falls.

Sign dimensions: 19.5”W x 27.725”H

Playground Sign

5-12 playground

Back Side

Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Drawstrings have entangled on slides and other playground equipment causing strangulation, REMOVE helmets, drawstrings, scarves, and other accessories around the neck prior to playing on the playground.

Surfacing and play surfaces may become HOT and cause burns. Check for hot surfaces prior to playing on the playground. Wet surfaces may be slippery. Use with caution to avoid falls.

FRONT SIDE

Sign dimensions: 19.5”W x 27.725”H

Adventure Course Sign

13+

Back Side

FRONT SIDE

Sign dimensions: 19.5”W x 27.725”H

Play Equipment Warranty

You have our word.

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/ or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/ natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers,

all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

President

Signed:

Date: 01/01/20

Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 *(inside the U.S.A.)*
763.972.5200 *(outside the U.S.A.)*
playlsi.com

landscape structures®

601 7th Street South • Delano, MN 55328-8605 • 888.438.6574 • 763.972.5200 • Fax 763.972.3185 • playlsi.com

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Connor Sport Court Intl., Inc.

Game Court Components and Accessories Warranty

(Valid Upon Registration)

10-Year Limited Warranty

For a period of ten (10) years from the date of the installation, Connor Sport Court International, Inc. (herein Sport Court®) and its authorized Representative (herein Distributor/Dealer/Sales Agent) warrants to the Original Purchaser that Sport Court® s Components and Accessories (herein Components and Accessories) are free from any defect(s) in workmanship or material. This Limited Warranty is subject to the Components and Accessories Warranty, Additional Provisions, Limitations/Exclusions and Registration of Warranty provisions set forth below.

COMPONENTS AND ACCESSORIES WARRANTY

During the 10-year period covered under this Components and Accessories Warranty, Sport Court® will replace/repair any defective Component(s) or Accessory(ies) under the following schedule:

- Basketball Systems, including height adjustment mechanism, arms and actuators; basketball poles, backboards, winches, basketball rims, and anchors; and other steel components including light and net poles, light bars, rebounder frames, poles and sleeves;
  - 0 _ 3 Years, no charge to Original Purchaser.
  - 4 _ 7 Years, 50% of List Price (as defined below) to Original Purchaser.
  - 8 _ 10 Years, 70% of List Price (as defined below) to Original Purchaser.
- Light bulbs and lenses, court nets, ball containment netting, game equipment (excluding balls), backboard and pole pads only as follows:
  - 0 _ 1 Year, no charge to Original Purchaser.

This Components and Accessories Warranty is subject to the Additional Provisions, Limitations/Exclusions and Registration of Warranty Provisions set forth below and specifically excludes any aesthetic oxidation/rust of/to any Components incident to or arising from the installment/use of any Components in an outdoor setting.

ADDITIONAL PROVISIONS

At its option, Sport Court® may replace/repair any defective aspect of the Components or the Accessories covered by any of the foregoing Warranties, according to the schedules set forth herein. For purposes of the foregoing Warranties, List Price shall mean the prevailing retail price as of the date any Component(s)/Accessory(ies) that may be replaced. Original Purchaser,s refusal, or failure, to pay his/her portion of any replacement costs due under the foregoing Warranties renders the foregoing Warranties void and unenforceable and relieves Sport Court® and Distributor/Dealer/Sales Agent of any further obligation(s) under any of the foregoing Warranties.

LIMITATIONS/EXCLUSIONS

Sport Court®,s Warranties herein are void and unenforceable as to the Original Purchaser if:

Connor Sport Court Intl., Inc.

Game Court Components and Accessories Warranty

(Valid Upon Registration)

SPORT COURT

- Original Purchaser fails to maintain the Component(s) or Accesory(ies) in accordance with Sport Court®,s approved maintenance procedures; or
- The Component(s) or Accessory(ies) have been misused, used in other than approved applications, or damaged by accident, unreasonable use, abuse, neglect, act(s) of God, or any other cause not directly due to any defect(s) in material(s) or workmanship of the Component(s) or Accessory(ies); or
- The Component(s) or Accessory(ies) have been exposed to any use(s)/load(s) in excess of Sport Court®,s specifications that have been provided to Original Purchaser by Distributor/Dealer/Sales Agent at the time of installation. If the Original Purchaser cannot locate the specification sheet, Sport Court® will provide the same upon request, or Original Purchaser may visit Sport Court®,s website at www.sportcourt.com to obtain a copy of the same.
- Original Purchaser does not utilize Distributor/Dealer/Sales Agent to install the Component(s) or Accessory(ies) and the alleged defect(s) in workmanship or material result from or is/are incident to, in whole or in part, the installation of any Component(s) or Accessory(ies).

Sport Court® is not a joint venturer with, or partner, affiliate, agent or representative of, any Distributor/Dealer/Sales Agent or any others, and only authorized officers of Sport Court® have the authority to bind or obligate Sport Court® in connection with the foregoing Warranties or in any other manner whatsoever. Except as provided herein, Sport Court® does not warrant or guarantee installation. Any alteration or amendment of the foregoing Warranties without the prior written consent of Sport Court® shall invalidate the foregoing Warranties in their entirety.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THOSE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY(IES) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY COMPONENT(S) OR ACCESSORY(IES) ARE EXCLUDED. NEITHER SPORT COURT® NOR THE DISTRIBUTOR/DEALER/SALES AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE ORIGINAL PURCHASER FOR ANY LOST PROFITS/WAGES, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE ORIGINAL PURCHASER. SPORT COURT®,S MAXIMUM RESPONSIBILITY TO THE ORIGINAL PURCHASER UNDER THE FOREGOING WARRANTIES IS/ARE LIMITED TO THE TOTAL PRICE PAID BY THE ORIGINAL PURCHASER TO SPORT COURT® FOR THE COMPONENT(S)/ACCESSORY(IES). THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE ORIGINAL PURCHASER ASSERTS ANY CLAIM(S) FOR BREACH OF WARRANTY/CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT AND REGARDLESS OF WHETHER SPORT COURT® HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGE(S) TO THE ORIGINAL PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM(S) BY, TO, OR FOR THE BENEFIT OF THE ORIGINAL PURCHASER.

THE FOREGOING WARRANTIES MAY NOT BE ASSIGNED OR TRANSFERRED BY THE ORIGINAL PURCHASER. SPORT COURT® ,S AND DISTRIBUTOR ,S/SALES AGENT ,S OBLIGATIONS UNDER THE FOREGOING WARRANTIES ARE EXTINGUISHED UPON THE ORIGINAL PURCHASER,S SALE, ASSIGNMENT, TRANSFER OR RELOCATION OF THE COMPONENT(S)/ACCESSORY(IES) FROM THE SITE THE COMPONENT(S)/ACCESSORY(IES) WAS/WERE ORIGINALLY INSTALLED BY DISTRIBUTOR/DEALER/SALES AGENT. IF THE ORIGINAL PURCHASER SELLS, ASSIGNS

Connor Sport Court Intl., Inc.

Game Court Components and Accessories Warranty

(Valid Upon Registration)

OR TRANSFERS THE COMPONENT(S)/ACCESSORY(IES) AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE COMPONENT(S)/ACCESSORY(IES) WAS/WERE ORIGINALLY INSTALLED, SPORT COURT® AND DISTRIBUTOR/DEALER/SALES AGENT SHALL HAVE NO FURTHER OBLIGATIONS UNDER THE FOREGOING WARRANTIES TO ANY PURCHASER, ASSIGNEE OR TRANSFEREE OF THE ORIGINAL PURCHASER. THE FOREGOING WARRANTIES SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW PROVISION(S) OF ANY OTHER STATE OR JURISDICTION.

REGISTRATION OF WARRANTY

Registration of this warranty may be accomplished by:

The authorized Sport Court® Distributor/Dealer/Sales Agent will submit Original Purchaser,s name and information to the Warranty Registration Database at the Sport Court® corporate office.

If the authorized Sport Court® Distributor/Dealer/Sales Agent fails to correctly register the Customer,s warranty, then Sport Court®,s obligations under this Warranty shall become effective on the date of Distributor,s/Dealer,s/Sales Agent,s installation of the Component(s) or Accessory(ies). If the Component(s) or Accessory(ies) is/are nor installed by any Distributor/Dealer/Sales Agent of Sport Court, then this Warranty shall become effective upon Original Purchaser,s full payment for the Component(s) or Accessory(ies).

Outdoor Surface Warranty

15- Year Limited Warranty

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to the Original Purchaser (herein Purchaser) that Sport Court's Outdoor Surface tiles (herein Tiles) are free from any defect in workmanship or material. This 15-Year Limited Warranty is subject to the Outdoor Surface Tiles Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Registration and Claim Procedure provisions set forth below.

Outdoor Surface Tiles Warranty

During the fifteen (15) year period covered under this Outdoor Surface Tiles Warranty, Sport Court through its authorized Distributors, Dealer or Sales Agent (herein Agent) will replace or repair any defective tiles under the following schedule:

0 to 5 Years - No charge to Purchaser.
6 to 7 Years - 60% of List Price (as defined below) charge to Purchaser.
8 to 15 Years - 75% of List Price (as defined below) charge to Purchaser.

Replacement or Repair of Product

At its option, Sport Court may replace or repair any defective Tiles or Surface component covered by this Warranty according to the schedule herein. List Price shall mean the prevailing retail price as of the date on which any warranty claim is filed with Sport Court. Purchaser's refusal or failure to pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable and relieves Sport Court and its authorized Agent of any further obligation under this Warranty.

Limitations and Exclusions

Sport Court warranties are void and unenforceable if:

a) Purchaser fails to maintain the Tiles in accordance with the Sport Court approved maintenance procedures; or
b) The Tiles have been misused, used in other than approved applications or damaged by accident, unreasonable use, abuse, neglect, acts of God, or any other cause not directly due to any defect in materials or workmanship of the Tiles; or
c) The Tiles have been exposed to any uses or loads in excess of the Sport Court specifications provided to Purchaser by Agent at the time of installation. If the Purchaser cannot locate the specification sheet, Sport Court will provide the same upon request, or Purchaser may visit Sport Court's website at www.sportcourt.com to obtain a copy of the same.

Sport Court is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court have the authority to bind or obligate Sport Court in connection with this Warranty or in any other manner whatsoever. Except as provided herein, Sport Court does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court shall invalidate this Warranty in its entirety.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY FLOORING IS EXCLUDED. NEITHER SPORT COURT NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT OR ITS AGENT FOR THE FLOORING. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THE FOREGOING WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE FLOORING FROM THE SITE WHERE THE FLOORING WAS ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, OR TRANSFERS THE FLOORING AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE FLOORING WAS ORIGINALLY INSTALLED, SPORT COURT AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATION UNDER THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, OR TRANSFEREE OF THE PURCHASER.

THE FOREGOING WARRANTY SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW OR PROVISION OF ANY OTHER STATE OR JURISDICTION.

Warranty Registration and Claim Procedure

The Agent will register this Warranty. If the authorized Agent fails to register the warranty, then the obligation of Sport Court under this Warranty shall become effective on the date of installation.

Should you have a problem with any Sport Court product, please contact your Sport Court Agent. To file a claim under this Warranty, Sport Court or its authorized Agent may request photos and tile samples.

Build Site Expectations and Code of Conduct

KABOOM! believes a playspace Build site should be a safe, inclusive environment with a welcoming atmosphere for each participant. Across the site, from balloons and playful banners to managing tool safety, participants at a KABOOM! Build site should feel comfortable, respected and able to participate in a meaningful way. All participants (including employees, vendors, visitors and volunteers) shall comply with the following practices and code of conduct:

- **No smoking, alcohol or drugs**
  - KABOOM! sites are non-smoking, tobacco-free areas (this includes chewing tobacco and electronic cigarettes). Participants wishing to take a break to use tobacco products must leave the Build site area and are expected to comply with applicable laws and regulations further prohibiting the use of tobacco products in or around the property (example: smoke-free school zone).
  - The use of alcoholic beverages or drugs is prohibited anywhere in or around the Build site.
- **Family-friendly language**
  - All Build Days should feel like a celebration that is inclusive and respectful to all participants. KABOOM! will work with the Community Partner to incorporate upbeat music into the day. The music must be family-friendly, with no expletives, nor any lyrics or content that may be demeaning to any race, religion, gender identity, age, ethnicity, sexual orientation, disability or other characteristic.
  - Participants must not use profane or obscene language on a KABOOM! Build sites.
  - Language or innuendos that degrade or demean a person of any race, religion, gender identity, age, ethnicity, sexual orientation, disability or other characteristic are prohibited on a KABOOM! Build site.
- **Safety**
  - A KABOOM! Build is an active construction site. There are many deep holes and other moving parts on a KABOOM! site. Volunteers are reminded to be careful and mindful of safety for everyone throughout the day.
  - There will be no power tools operated on Build Day, with the exception of corded or cordless drills. Anyone operating a drill should wear safety goggles.
  - Gloves, dust masks, ear plugs and other safety supplies are available for participants' use.
  - While KABOOM! Builds happen rain or shine, a clearly outlined evacuation plan will be in place prior to Build Day in the event of lightning or extremely inclement weather.
  - Youth may participate in the youth activities area or other projects designated by the KABOOM! staff outside of the playground footprint, but not in the playground footprint.
- **Open Carry**
  - KABOOM! is committed to providing a safe and inviting atmosphere for all of our volunteers and staff. We request that participants do not bring firearms onto our playgrounds even in states where ‘open carry’ is permitted.

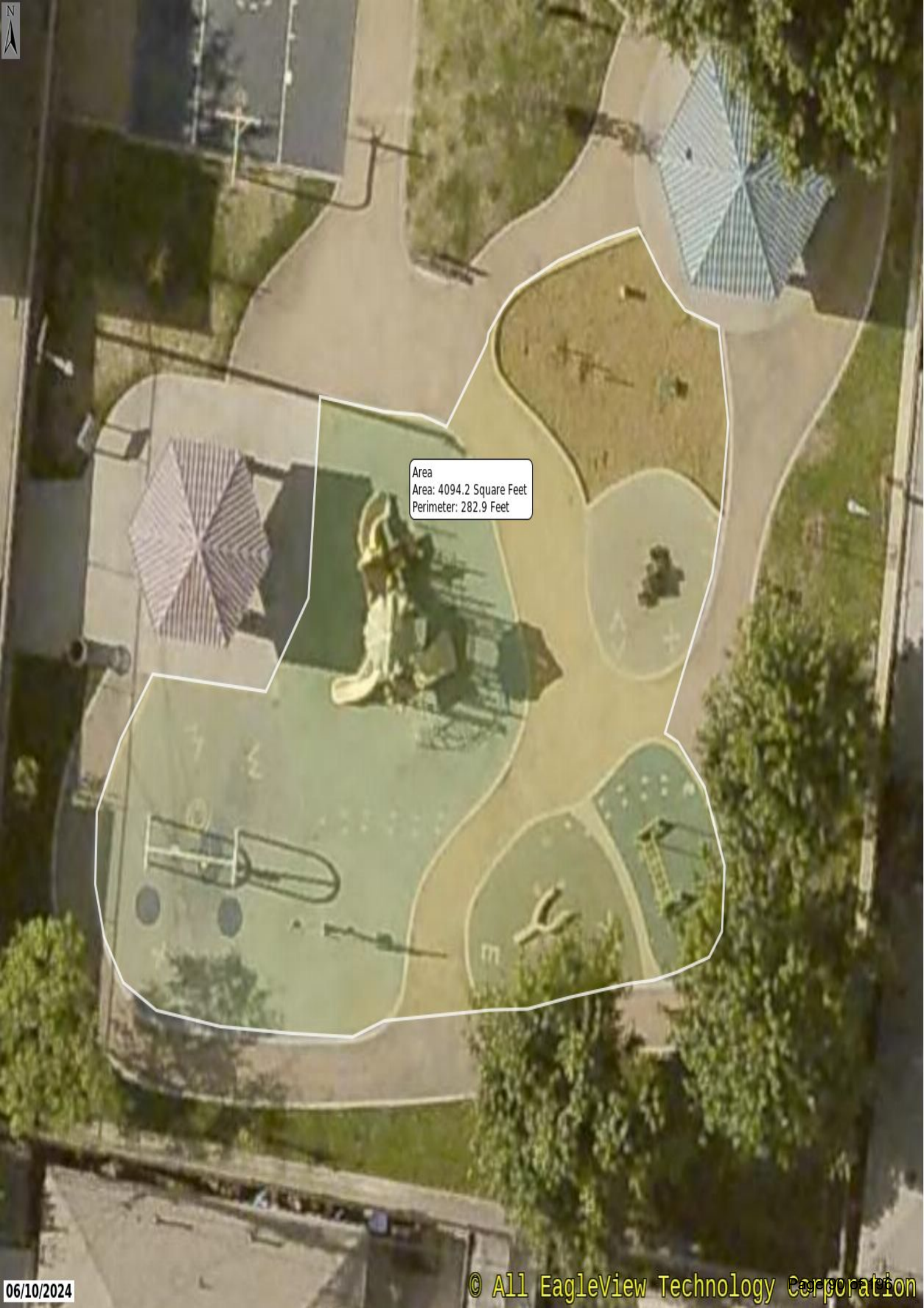
Any participant observing a violation of this code of conduct, should promptly advise a KABOOM! staff member on site. The staff member will advise the Community Partner so that it may address the situation with the individual(s) involved. All KABOOM! staff members on site shall endeavor to promote a safe, welcoming, inclusive and fun environments for all participants.

Corporate Sponsorship Policy

The purpose of the Corporate Sponsorship Policy is to ensure that there is appropriate recognition of the Community Partner and Funding Partner for the playspace project and the new playspace.

The Community Partner must agree to and ensure the following:

- Volunteers recruited from companies, foundations, or local businesses must be limited to groups of 10 or less. Local nonprofit organizations and service groups may send up to 25 volunteers.
- Volunteers cannot wear hats, shirts, buttons, etc. identifying them as part of another group or organization. This restriction will be enforced on site.
- No branded clothing or signage from groups other than the Community and Funding Partner may be worn or displayed during Build Week
- Only the Funding Partner, Community Partner, and KABOOM! may have permanent signage or individual recognition on the project site. Other contributors to the project may be recognized on a banner or permanent signage installed after Build Week with the following exceptions:
    - If a restaurant donates food or provides it at a discount, they may have signage in the meal area and include menus or cards on the serving table(s).
    - If a company completes site preparation or provides it at a discount, they may have signage in the playground area acknowledging their donation.
- Community Partners cannot solicit support from direct competitors of the Funding Partner, or any company or organization that sells or promotes alcohol, tobacco, or weapons/firearms.
- Speakers during the Build Day ceremonies will be limited to representatives from the Community Partner, Funding Partner and KABOOM!. Any additions must be made with mutual agreement by the project partners.



06/10/2024

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AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 10.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: OBTAIN AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSAL (RFP) OR BID FOR CITY-WIDE TRAFFIC SIGNAL, SIGN AND STREETLIGHT MAINTENANCE SERVICES

RECOMMENDATION:
It is recommended that the City Council authorize the City Manager to advertise a request for proposals or bids for city-wide Traffic Signal, Sign and Streetlight Maintenance Services, in the form approved by the City Attorney.

BACKGROUND:
On January 14, 2020, the City entered into an agreement with the contractor Crosstown Electrical & Data, Inc. (formerly Computer Services Co.) for Traffic Signal, Sign and Streetlight Maintenance Services. The agreement consists of three-year term with two one-year extensions with Crosstown Electrical & Data, Inc. The three-year term of the agreement expired on January 7, 2023.

The City entered into two one-year extensions with Crosstown Electrical & Data, Inc. Services for the first extension of the term was from January 8, 2023, through January 7, 2024. Services for the second extension of the term was from January 7, 2024, through January 7, 2025. As of January 7, 2025, the City completed the full term of the agreement which consist of three-year term with two one-year extension with Crosstown Electrical & Data, Inc.

DISCUSSION:
Staff recommends that the City Council authorize the issuance of a Request for Proposals (RFP) or bids to allow staff to procure for Traffic Signal, Sign and Streetlight Maintenance Services in the form approved by the City Attorney. Providing regular maintenance to Traffic Signals, Sign and Streetlights improves the City's overall public safety and decreases City liability.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
Current Traffic Signal, Sign and Streetlight Maintenance Services are paid for by the GAS Tax funds/ General Funds/Street Lighting Funds.

ATTACHMENT(S)

1. RFP for Traffic Signal Sign and Streetlight Maintenance Services

City of Maywood

Request for Proposals

for

Traffic Signal, Sign and Streetlight Maintenance Services

PROPOSALS MUST BE RECEIVED NO LATER THAN **3:00 PM, February 21, 2025**, 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: January 23, 2025

Attention: Jerry Gomez, Public Works Superintendent

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to Provide Traffic Signal, Sign and Streetlight Maintenance Services for the City of Maywood. The City wishes to obtain Traffic Signal, Sign and Streetlight Maintenance Services under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

II. BACKGROUND

The City of Maywood is issuing this Request for Proposals (RFP) for Traffic Signal, Sign and Streetlight Maintenance Services. The City of Maywood is a General Law City, with a Council/Manager form of government. The City is located in the southeast region of Los Angeles County, is 1.18 square miles and is bordered by the cities of Bell, Vernon, Huntington Park, and Commerce.

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:

1. **Experience.** Respondents shall have at least five (5) years of consecutive experience in municipal traffic signal, sign and streetlight work.

2. **Appropriate Licenses or Certifications.** The individual or Contractor must obtain all required City of Maywood licenses and shall hold a valid State of California Contractor's License (C-10) at the time of proposal submittal

3. **Minimum Education:** N/A

4. **Insurance.** The following are the legal and insurance requirements of the City of Maywood for the selected Contractor:
   a) Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.
   b) Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and

maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
2. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. The policies of insurance shall be issued by an insurer admitted in the State of California and with a rating of at least B+;VII in the latest edition of Best's insurance Guide.

5. **Prevailing Wage.** In accordance with Labor Code Section 1770 et seq., the services to be provided by the successful proposer is a "public work" and thus required to pay and comply with the prevailing wage requirements of the California Labor Code as described in Attachment 2. Said attachment shall be incorporated into the awarded contract.

6. **Payment Bond.** The successful proposer shall be required to submit a payment bond in the form described in Attachment 3 concurrently with the signing of the contract. The surety who provides the bond must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

7. **Familiarity with Work.** 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 Bidder 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.

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

EXPERIENCE

The CITY OF MAYWOOD (City) is soliciting Request for Proposals (RFP) from qualified electrical contractors to provide traffic signal, sign, streetlight and intersection street light maintenance, emergency repair, and non-emergency routine inspections. The City operates and maintains twenty-one (21) traffic signals with a variety of traffic signal controllers. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost effective, and quality professional services to the City. The selected Contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, streetlight, and other electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal “wear and tear”, collision damage, vandalism, and other factors that may result in the need for emergency responses maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work. **See Scope of Services and Cost Proposal Schedule pages for details.**

EMERGENCY CALLS

1. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
2. Contractor shall respond to emergency calls within two (2) hours from the time of notification.
3. Contractor must designate a person within his company who will respond to emergency calls 24 hours a day.
4. Contractor shall submit telephone number to the City that can be used to obtain emergency service on a 24- hour basis. The Contractor’s name and telephone number will also be listed with the Los Angeles County Sheriff.
5. Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety, or welfare of the public.
6. Failure to respond within two (2) hours of attempt to contact may result in a $500.00 penalty per incident. Failure to respond to an emergency at any level will subject the Contractor to any primary or secondary cost arising from said emergency and may result in termination of contract.

SAFETY REQUIREMENTS

1. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all safety standards required by CAL- OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H), and the State of California Manual of Traffic Controls. The City reserves the right to issue, restrain, cease and desist order to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

HAZARDOUS CONDITIONS

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be reported immediately to the City.

TRAFFIC CONTROL

During the progress of the work, adequate provision shall be made by the Contractor to accommodate the normal traffic flow on public streets and park roadways so as to cause a minimum of inconvenience to the public and shall hold the City harmless from all claims arising from any act or omission on his pertaining to any injury, death, or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon.

SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract. No pruning operations equipment or tools shall start work before 7:00 am. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment.

VEHICLE REGISTRATION

Contractor is allowed to drive on walkways to facilitate maintenance. At all times, Contractor shall employ extreme caution and courtesy to the public when operating equipment or vehicles in City parks. Vehicles that leak oil or other liquids are banned from accessing park property. At no time shall the Contractor drive trucks on park turf or shrub beds unless authorized by the City. Damage created by Contractor’s vehicles shall be repaired immediately at the Contractors expense.

PROTECTION AND PRESERVATION OF PROPERTY

The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work areas and will be required to exercise due caution to avoid and prevent any damage or injury thereto, as a consequence of his/her operation. Any damage resulting from Contractor neglect shall be repaired/ replaced at the Contractors expense and to the satisfaction of the City. Any damage to public or private property caused by the Contractor shall be reported to the City immediately.

PUBLIC RELATIONS

Contractor and his employees are required to maintain good public relations at all times. All work shall be conducted in a manner which causes the least possible interference or annoyance to the public.

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 Maywood harmless and release the City of liability I 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).

INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service and email 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 itemize list of services rendered during the billing period, hourly rates charged, if applicable, and the amount due. The City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amount. Failure to submit invoices in this format may result in non-payment until these requirements are met.

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.

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.

1) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK
   a. The City may modify these specifications with the joint approval of the Contractor, the City Manager, and the Public Works Superintendent. 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.

2) 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.

3) 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 Manager and/or 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	January 23, 2025
Submittal of Questions	February 3, 2025, by 3:00pm
Response to Questions	February 7, 2025, by 4:00pm
Proposal Due Date	February 21, 2025, by 3:00pm
Proposal Review/Evaluation	Week of February 24, 2025
Optional Interview (if required)	Week of March 3, 2025
Tentative City Council award	Week of March 26, 2025
Tentative Start date	Week of March 26, 2025

* 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. Exhibit A Scope of Work

Attachment 2. Exhibit B Form Maintenance Services Agreement

Attachment 3. Exhibit C Terms for Compliance with California Labor Law Requirements

Attachment 4. Exhibit D Payment Bond

EXHIBIT A

Scope of Work

SCOPE OF WORK

1. SERVICES TO BE PROVIDED The City desires to retain a contractor to provide full services for maintenance and repair of the City's **21** traffic signal intersections on a routine basis. Service for signs and streetlights to be provided on an as needed basis. Services are to include:

A. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.

B. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.

C. Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.

D. Replacement of any failed lamp as identified during inspection or within one business day of notification if two or more lamps remain operating in the direction of travel: if less than two lamps are operating, Contractor shall respond within 24-hours of notification.

E. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City.

F. Maintain a record of all inspections on a report to be kept in each controller cabinet in a format acceptable to the City Engineer.

G. Provide a monthly report to the city of all inspections including corrective actions taken at each traffic signal.

2. FREQUENCY AND QUANTITY OF SERVICE. The City currently has 21 traffic signals located at various intersections throughout the City. City desires to have each signal placed on an inspection schedule to ensure that each signal is inspected once every 90 days.

3. CONTRACTOR TO PROVIDE. Contractor shall furnish all necessary personnel, vehicles, equipment, supplies and tools needed in support of the scope of services contained within this bid. Nothing in the specification shall implicitly or explicitly require the City to provide any personnel, vehicles, equipment, supplies or tools to the Contractor in performance of scope of work. City shall reserve the right to have City crews place any additional traffic control devices, including temporary stop signs at any signal location determined as necessary by the City Engineer.

4. VEHICLE CONDITIONS. All vehicles and equipment shall be kept in a clean and well maintained condition while operating within the city. Contractor shall ensure that each vehicle is inspected daily for safety related items, and that a record of the vehicle inspection shall be kept with the vehicle at all times the vehicle is operating within the city. City shall have the right to review vehicle inspection records at any time that the vehicle is operating within the City limits, upon verbal request of the operator of the vehicle by City representative. Failure to maintain vehicles in a clean and safe condition or the refusal to produce said vehicle inspections will be formally documented by the City subject to further administrative action by the City, up to and including termination of any purchase order, contract or agreement between the Contractor and the City.

5. AIR QUALITY REQUIREMENTS. Contractor shall meet all applicable local, state and Federal air quality laws, rules and regulations including but not limited to those promulgated by the SCAQMD at the time of award.

6. NPDES REQUIREMENTS. Contractor shall meet all applicable local, state and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit as it relates to tree trimming and removal practices, and all Best Management Practices set forth by the City in compliance with NPDES requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its vehicles upon any city street, to any storm drain or any non-permitted outlet. Contractor shall not allow any trash, soils or debris to remain upon any street or public right-of-way in such a manner that could result in entry into any storm drain during a rain event. Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.

7. COURTEOUS OPERATION. Contractor shall perform all traffic signal maintenance operations in a manner that causes a minimum inconvenience to the residents and businesses within the city. The Contractor shall ensure that traffic signal maintenance staff conduct their activities in a professional and courteous manner. Contractor shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Contractor. Contractor shall ensure that equipment and vehicles do not create unnecessary noise or dust during routine operations, and shall be sensitive to performing traffic signal maintenance operations in residential areas prior to 7:00 AM.

8. CLAIMS FOR DAMAGES. Contractor shall promptly investigate any and all reports of damage to private vehicles or property resulting from Contractor's activities within the City, and address said claims in a prompt and expedient manner. Contractor shall provide a written report to the City regarding the findings and probable resolution of said claims within seven business days from the date the claim is made to either directly to the Contractor or forwarded from the City to the Contractor.

9. COMPLIANCE WITH WASTE DIVERSION AND RECYCLING. Contractor shall be responsible for the collection, hauling and disposal of all materials collected during the course of the daily traffic signal maintenance operations. The City is under State Mandate to comply with waste diversion requirements that require the city to divert 65% of the waste stream from landfilling. As part of their response to this request for bid, the Contractor shall describe their proposed collection, hauling and disposal activities, including identifying proposed waste disposal facilities receiving collected debris and materials. Contractor shall also describe how they shall handle any hazardous materials generated during the course of traffic signal maintenance activities, including identification of proposed Contractors for disposal of any hazardous materials. In addition, Contractor shall describe in detail the waste diversion and recycling activities Contractor shall undertake to ensure that 65% of the materials and debris collected during the course of traffic signal maintenance operations shall be diverted from landfilling or recycled. Contractor shall identify any diversion or recycling facilities proposed for receiving said materials. Contractor shall prepare and submit a report documenting tonnage delivered to each facility and copies of weight tickets for each load. Reports shall be submitted for each calendar quarter and shall be provided to the City by the 20th of the month following the end of the calendar quarter.

10. ACCIDENTS REPORTS. Contractor shall provide a copy of any and all accidents involving Contractor's vehicles, personnel and equipment while operating within the City, to the City within seven days from the date of the accident. Said report shall include the date and time of the accident, and a copy of any law enforcement reports resulting from the accident.

11. QUALITY OF WORK. Contractors shall ensure that all traffic signal maintenance shall be done to the highest standards of workmanship. Components and lamps used for replacement shall provide the highest value to the city in terms of life cycle in order to minimize repetitive failures. Contractor shall secure appropriate standard-manufacturer warranties on all components and materials purchased for and used within City traffic signals. Said warranties shall be the longest practical without incurring additional costs for components. Contractor shall vigorously pursue warranty claims in order to ensure minimum cost to the city in the event of component failures and shall apply any credits received for warranted defects as credits against Contractor's costs for components to the City. City reserves the right to review product warranties and technical specifications of all components provided by Contractor prior to reimbursement to Contractor.

EXHIBIT B

Form Maintenance Services Agreement

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

EXHIBIT C

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "Public Works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the

work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as
specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

EXHIBIT D

Payment Bond

EXHIBIT D

PAYMENT BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____ ("Principal") a contract (the "Contract") for _____.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CITY OF MAYWOOD
MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of _____ __, 20__ ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and _____, a _____ _____ ("Contractor"). Contractor's license number is _____ (_____) [specify license type]; Contractor's DIR registration number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as _____ ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Proposal dated _____, 20__, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the City Manager or her designee and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.

3. Term. The term of this Agreement shall be from the Effective Date through _____, 20__, unless sooner terminated pursuant to Section 13 of this Agreement or extended. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

2) City gives Contractor a written notice to proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

5. Time. Time is of the essence in this Agreement.

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement,Said Compensation shall constitute reimbursement of Consultant'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).

8. In consideration of the Services rendered hereunder, City shall pay Contractor a fee not to exceed _____ Dollars ($__,000.00) per month, in accordance with the prices as submitted in Exhibit B. In no event shall the total compensation paid Contractor exceed _____ Dollars ($__,000.00). City shall not pay Contractor for any services not specified in the Services, unless the City authorizes such services in writing as set forth in this Agreement.

9. Payments.

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. Payments. City shall make payments of all undisputed invoice amounts within 30 calendar days after receipt 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.

10. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

11. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its

billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

12. 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 under this Agreement.

13. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Maywood Municipal Code Chapter 3 of Title 3 ("Claims and Demands") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

14. Termination. This Agreement may be terminated by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all Services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all Services rendered hereunder. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

15. 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 judicial 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.

16. Insurance Requirements.

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 $2,000,000.00 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 obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

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, a 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 commercial general and automobile liability policies shall contain an endorsement naming City, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

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 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 13 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.

17. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

18. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it has

1) Thoroughly investigated and considered the scope of Services to be performed;

2) Carefully considered how the Services should be performed; and

3) Understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

B. If Services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the Services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

19. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City.

20. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

21. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

22. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any individual, 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 understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all state statutes and local ordinances and regulations.

23. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

24. 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 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.

25. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

26. 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.

27. Payment Bond: ☐ **REQUIRED** – or – ☐ **NOT REQUIRED**

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

28. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials,

and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

29. Warranty.

Contractor warrants that the work, including equipment and materials, shall conform to professional standards of care and practice in effect at the time the work is performed. Work shall be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the RFP, the Contractor warrants that all equipment and materials provided shall be new. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended.

Contractor shall warrant all labor and materials for a period of one (1) year from completion of work. The Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement.

30. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

31. Third Party Claims. City shall have the discretion and full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

32. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

33. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and no other person or entity may have or acquire a right by virtue of this Agreement.

34. 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.

35. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

36. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with 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 any other relief to which the party may be entitled.

37. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

38. Time is 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.

39. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

40. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

41. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

42. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

43. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

City Manager
City of Maywood
4319 Slauson Avenue
Maywood, CA 90270

To Contractor:

_____
_____
_____
_____

44. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

45. Corporate Authority. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

46. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF MAYWOOD:

By: _____
Eduardo De La Riva, Mayor

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

CONTRACTOR:

_____

By:_____

Printed Name:_____

Title:_____

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 11.

DATE: January 22, 2025

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 TO APPROVE AMENDMENT NO. 1 TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH TIERRA WEST ADVISORS INC. IN AN AMOUNT NOT TO EXCEED $135,000 FOR REAL ESTATE PROJECT MANAGEMENT, DISPOSITION SERVICES, AND PLANNING SERVICES

RECOMMENDATION:
Staff recommends that the City Council approve Amendment No. 1 to the existing professional services agreement with Tierra West Advisors Inc. (Tierra West), approving an additional $135,000 in compensation for real estate project management, disposition, and planning services. This action includes appropriating $135,000 from the General Fund and approving the amendment in a form reviewed and approved by the City Attorney.

BACKGROUND:
In February 2024, the City of Maywood entered into a professional services agreement with Tierra West Advisors Inc. to provide real estate project management services for the City's Successor Agency District Properties. Since that time, the position of Building and Planning Director has become vacant, creating a need for additional support to manage projects and tasks within the department. To address this gap, staff recommends amending the existing contract with Tierra West Advisors. This amendment would allocate an additional $135,000 to allow Tierra West to extend its scope of services and continue to assist the City with the District Properties Project and to include planning-related services. Staff respectfully requests City Council approval of this contract amendment and the appropriation to ensure continuity and efficiency in the department's operations.

DISCUSSION:
With the continued support of Tierra West, the City has received immediate assistance in addressing its project management and planning needs. Under the original contract, Tierra West has been able to successfully provide a portion of essential services. However, additional funding is needed to extend their services. If the City Council approves this amendment, Tierra West will be able to continue providing the following vital services:

- District Property Real Estate Management;
- Provide an Interim Building and Planning Director to oversee ongoing projects;
- Coordinate Planning Commission agendas and tasks;
- Draft staff reports related to Conditional Use Permits, zone variances, parcel maps, General Plan amendments, zone changes, environmental reviews and determinations, and special studies for

consideration by the Planning Commission and City Council;
- Attend City Council meetings and deliver presentations as needed;
- Maintain counter hours and conduct research, site investigations, and inspections to support project requirements; and
- Collaborate with staff to establish an efficient and streamlined permitting process.

Approval of this amendment will not only provide the necessary funding to sustain these services but will also enhance customer service for our community while offering additional leadership and guidance in managing the City's building and planning department.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
Approval of the recommended actions will authorize an appropriation of $135,000 from the General Fund (100). The City may receive reimbursement of $50,000 from the Los Angeles County Oversight Board and the Department of Finance, contingent upon approval of the requested amount on the Successor Agency's Recognized Obligation Payment Schedule (ROPS) for FY 2025-26.

City staff, in collaboration with Tierra West, will present the ROPS for FY 2025-26 to the Oversight Board on January 21, 2025.

ATTACHMENT(S)
1. Amendment 1 Tierra West Advisors Inc.

AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT
WITH TIERRA WEST ADVISORS, INC.
FOR REAL ESTATE PROJECT MANAGEMENT AND DISPOSITION SERVICES

This Amendment no. 1 ("Amendment") is entered into this January 23, 2025, by and between the City of Maywood, a California municipal corporation ("City") with its principal place of business at 4319 E. Slauson Avenue, Maywood, CA 90270 and Tierra West Advisors Inc., a California corporation ("Consultant") with its principal place of business at 2616 E. 3rd Street, Los Angeles, CA 90033. City and Consultant are sometimes referred to as the "Party" and collectively as the "Parties."

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") on February 8, 2024, for real estate project management services; and

WHEREAS, the Parties desire to make certain amendments to the Agreement for the provision of additional planning services and increase the compensation;

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

Section 1. Scope of Services.

The Scope of Services set forth in Section 1.A of the Agreement shall be amended to include the additional scope of services set forth in Exhibit A.1 as attached to this Amendment. Exhibit A.1 shall be added to the Agreement as if set forth in full.

Section 2. Compensation.

The compensation for the Scope of Services set forth in Exhibit B shall be amended to increase the Maximum Compensation to $135,000. In addition, the hourly rates for the additional planning services are set forth in Exhibit B.1 as attached to this Amendment. Exhibit B.1 shall be added to the Agreement as if set forth in full.

Section 3. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

TO EFECTUATE THIS AMENDMENT, the Parties have caused their duty authorized representatives to execute this Amendment to the Agreement as of the date written above.

City: City of Maywood

By: _____
Jennifer Vasquez, City Manager

Date: _____

Consultant: Tierra West Advisors Inc.

By: _____
John Yonai, Principal

Date: _____

ATTEST:

By: _____
Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT “A.1”
SCOPE OF SERVICES

Ther terms for Planning Services within the Scope of Services set forth in this Exhibit A.1, shall be provided until June 30, 2025, unless otherwise extended in writing by the City and Consultant. All additional services provided by Tierra West shall continue until project completion. Consultant shall provide the Scope of Services as set forth in the following attachment.

SCOPE OF SERVICES

- **Tierra West Advisors Related to Successor Agency Activities**
  - ROPS Support for this Year
  - District Disposition & Development
  - Other tasks as requested
- **TWA Services for Successor Agency Related Planning Activities**
  - TWA planning review for District property
  - Other Related Successor Agency Activities
  - Some may carry over from the general fund activities
- TWA also provided budgets for City attorney, some District site related services, etc.

Tierra West's general staffing services include assisting and providing the City with the following interim staffing services:

- City Interim Planning – current and advanced planning and
- Assisting private clients through the entitlement Process Manage and oversee the entitlement process on behalf of the City,
- Coordinate the Planning Commission agenda and carrying out, assigning, drafting, and reviewing cases and reports assigned to staff planners.
- Draft Staff reports as they pertain to Conditional Use Permits, zone variances, parcel maps, General Plan amendments, zone changes, environmental review and determination, and special studies for Planning Commission and City Council consideration.
- Attend Planning Commission and City Council meetings and make presentations as necessary.
- Maintain counter hours and perform field studies, site investigations and inspections as necessary in support of project requirements.
- Provide input on budgeting and organizational structure for the department.
- Collaborate with staff to establish a system to streamline the permitting process.

Manuel Mancha - Director *

Mr. Manuel Mancha, Director, will be assigned to the City for immediate staffing for planning related projects. Manuel has over 30 years of Planning related experience and has been a Community Development Director in multiple jurisdictions. Tierra West's Director rate, for interim services, is reduced to $155 per hour based on 20 to 40 hours per work at the City's offices. The City will provide a work area, access to City files and necessary equipment.

Additional Planning services such as those required for other various projects currently being considered by the City may also be addressed in this or separate contract. Hourly rates will remain the same for two (2) years.

Hourly rates for other services such as interim economic development services, financial analysis, strategic planning, or special projects will be based on an agreed amount or hourly rate. The appropriate staff person will be assigned to the requested economic development services requested.

These Planning Services are not to exceed 20 hours per week at $155 per hour and expire on June 30, 2025, unless otherwise stipulated and agreed upon by City and Consultant.

EXHIBIT “B.1”
COMPENSATION

Tierra West will submit monthly invoices that present the hours spent by each staff member and service provided. Presented below are the hourly rates, as they would pertain to this engagement and such rates shall be discounted as set forth in the following compensation rate sheet.

COMPENSATION

PROFESSIONAL FEE SCHEDULE
2024 - 2026

Classification	Rate
Principal	$245
Principal/Director	$235
Senior Associate	$225
Associate	$185
Senior Analyst	$150
Analyst	$135
Research Analyst/Administrator	$120
Word Processor	$75
Clerical	$60
Reimbursables Cost plus 10%	

There will be no charge, or reimbursement claims for telephone and or fax calls, postage, mileage, parking, and incidental photocopies. We do, however, charge for additional insured certificates, messenger services, overnight mail costs, and copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged at actual expense plus a 10% surcharge.

Interim staffing hourly rates for staff located at the client's location will be adjusted based upon the hours and specific tasks identified. Generally, these assignments assume 20 hours a week or more and include approximately a 25% reduction in the stated hourly rates listed above.

Invoices will be issued monthly and are payable upon receipt, unless otherwise agreed upon in advance. Billing includes details of hourly work done by individual staff members. Invoices will identify tasks completed to date, hours expended and the hourly rate.

Tierra West advisory services would be at the direction of the City Manager for services performed under the service contract.

- **Tierra West Advisors Related to Successor Agency Activities – $30,000**
- **Tierra West Advisors for Successor Agency Related Planning Activities – $20,000**
- **Tierra West Advisors Planning Services and Related Activities – $85,000**

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 12.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: CONSIDERATION TO APPROVE RESOLUTION NO. 6400, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD MAKING EXPRESS FINDINGS AND DETERMINATIONS THAT MODIFICATIONS TO THE 2022 CALIFORNIA FIRE CODE ARE REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS; AND INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE

RECOMMENDATION:
Adopt Resolution No. 6400 and Introduce Ordinance No. 25-04 by title only and waive further reading of the Ordinance adopting by reference the California Fire Code as amended and adopted by Los Angeles County; and direct the City Clerk to set a public hearing on the adoption of Ordinance No. 25-04 for February 26, 2025 at 6:00 p.m. at City Hall and to advertise the public hearing according to Government Code Section 50022.3.

BACKGROUND:
Every three years the California Building Standards Commission publishes the California Building Standards Code. The California Building Standards Code is a compilation of building standards that apply to all occupancies in California and it includes the Fire Code. As the City of Maywood obtains its fire and fire related planning and inspection services from the County of Los Angeles ("County"), the County requests that its cities adopt Fire Code as adopted by the County with the modifications to address local climatic, geological and topographical conditions. The proposed ordinance adopts the County Fire Code by reference.

DISCUSSION:
The ordinance attached for your review adopts by reference the County Fire Code set forth in Title 32 of the Los Angeles County Code with the County's proposed amendments. The Health and Safety Code permits cities and counties to make revisions to the provisions of the Building Standards Code, including the Fire Code, as long as a finding can be made that the amendment is reasonably necessary due to climatic, geological or topographical conditions found in the City. Those findings have been provided by the County and are set forth in Resollution No. 6400.

When adopting a code by reference, State law requires that the City Council schedule a public hearing after first reading of the ordinance. The public hearing can occur in conjunction with the second reading of the

ordinance. Pursuant to Government Code 50022.3, the notice of the public hearing must be published once a week for two successive weeks, with at least five days intervening between the respective publication dates. In addition, the City Clerk is required to keep on file a copy of the code to be adopted by reference for at least 15 days before the public hearing. Staff is requesting that the City Council direct the City Clerk to schedule the public hearing for February 26, 2025, and notice the hearing as required by law.

LEGAL REVIEW:
The City Attorney has written this report.

FISCAL IMPACT:
There is no fiscal impact associated with this action.

ATTACHMENT(S)
1. Resolution No. 6400
2. Maywood- Ordinance Adopting the 2023 LA County Fire Code by Reference

RESOLUTION NO. 6400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD MAKING EXPRESS FINDINGS AND DETERMINATIONS THAT MODIFICATIONS TO THE 2022 CALIFORNIA FIRE CODE ARE REASONABLY NECESSARY BECAUSE OF LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

THE MAYWOOD CITY COUNCIL HEREBY FINDS AND RESOLVES AS FOLLOWS:

Section 1. California law requires that on January 1, 2023, all portions of the 2022 California Code of Regulations Title 24 will be effective in the City of Maywood ("City").

Section 2. Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 permit local amendments to building standards adopted by the State, based upon express findings that such amendments are reasonably necessary due to local climatic, geological and/or topographical conditions.

Section 3. The City is receiving fire prevention, plan review and inspection services from the County of Los Angeles. The Los Angeles County Fire Prevention Division has recommended modifying certain parts of the 2022 California Fire Code due to local climatic, geological, or topographical conditions in the City.

Section 3. The City Council finds, determines and declares that certain amendments to the Fire Code as set forth in Exhibit A are appropriate and necessary to meet local conditions existing in the City, and this City Council further finds, determines and declares that each such change is required for the protection of the public safety and is reasonably necessary because of local, geological, or topographical conditions that exist in the City.

Section 4. The City Clerk shall certify to the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 22nd day of January 2025.

_____
Mayra Aguiluz, Mayor

ATTEST:

_____
Daisy Guerrero Vasquez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

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

I, Daisy Guerrero, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6400 was adopted at a regular meeting of the City Council of the City of Maywood held on the 22nd day of January, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Daisy Guerrero, City Clerk

EXHIBIT A

FINDINGS

FINDINGS IN SUPPORT OF ADOPTION OF MORE RESTRICTIVE BUILDING STANDARDS.

The provisions of this ordinance contain various changes, modifications, and additions to the 2022 California Fire Code. Some of those changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards adopted by the State Fire Marshal and published in the California Building Standards Code. Pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds and determines that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code, contained in this ordinance, which are not administrative in nature, are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles and in the Consolidated Fire Protection District of Los Angeles County ("District"). This expressed finding is supported and based upon the following more specific determinations:

CLIMATIC – The County of Los Angeles/District is located in an area subject to climatic conditions with long periods of low humidity and hot weather, combined with unpredictable seasonal high winds (Santa Ana wind conditions), resulting in increased exposure to fire risk. This combination of events creates an environment that is conducive to rapidly spreading fires. Control of such fires requires rapid response. With the time that is required to deal with potential obstacles from the wind, such as fallen trees, street lights, and utility poles, in addition to the time required to climb 75 feet vertically up flights of stairs, the ability to respond rapidly is negatively

impacted. Additionally, there is a significant increase in the amount of wind at 60 feet above the ground. Use of aerial-type firefighting apparatus above this height would place rescue personnel at increased risk of injury. High winds will also cause burning embers to become airborne resulting in the rapid spread of a fire to nearby structures. Immediate containment of a fire is the only method by which it can be controlled during high wind conditions. In high fire severity zones, a unique combination of low humidity, strong winds, and dry vegetation exists.

GEOLOGICAL – The County of Los Angeles/District is located in the middle of the seismically active area identified as Seismic Zone 4. The viability of the public water system would be questionable at best after a major seismic event. Tall buildings would become vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create significant physical obstacles and logistical challenges. With the probability of strong aftershocks, there exists a need to provide increased protection for anyone on upper floors.

Geological conditions created by the numerous faults will result in increased fire danger to structures, delayed Fire Department response, and unique rescue challenges. Seismic events of sufficient magnitude will cause substantial damage to structures. These damages are likely to be accompanied by a substantial number of fires that may exceed the Fire Department suppression capabilities. Accordingly, built-in fire suppression systems provide the only adequate measure to mitigate the potential hazards from and damage caused by such fires.

The County of Los Angeles/District is subject to occasional severe rainstorms. The impacts from these rainstorms are exacerbated if hillside areas have been burned by wildland fires because significant mud and debris flows can occur. Mud and debris flows can impair Fire

Department access or delay response times if access roads are obstructed by mud or debris.

TOPOGRAPHICAL – The topographical conditions of the County of Los Angeles/District includes many mountains, hills, and canyons which tend to accelerate the periodic high-velocity winds by means of a Venturi effect. These canyon winds and the significant growth of vegetation of a combustible nature increase the fire danger. Additionally, long periods of dry, hot weather, combined with unpredictable seasonal winds (Santa Ana wind conditions) result in increased exposure to fire risk. The hillside areas have access roads that are narrow, steep, and contain many sharp curves, all of which makes timely response by large fire apparatus difficult.

The specific sections of this code that constitute more restrictive building standards are identified in the table set forth below. The more restrictive building standards contained in this code and identified in the table below shall be applicable only in those cities served by the District which have ratified the aforesaid sections in accordance with California Health and Safety Code Section 13869.

Section	Local Condition	Explanation and Findings
304.1.2 – Vegetation	Climatic and Topographical	Local amendment requiring brush clearance to maintain defensible space for fire operations that is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize the spreading of fire to structures.
314.4 – Vehicles	Climatic, Geological, and Topographical	Local amendment providing the fuel-amount equivalencies for indoor display of vehicles using alternative fuels and other newer technologies. Necessary due to the increased risks of fire, earthquake movement and damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

ADOPTION & FILING OF THE
LOS ANGELES COUNTY FIRE CODE

Section	Local Condition	Explanation and Findings
316.6.1 – Structures	Climatic, Geological, and Topographical	Imposes additional requirements for the grounding of construction under high-voltage transmission lines to protect property, the public, and fire fighters responding to emergencies. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of fires being causes by downed high-voltage transmission lines, to minimize the spreading of fires that may begin under transmission lines, and to protect fire fighters responding to emergencies under transmission lines. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
321 – Artificial Combustible Vegetation	Administrative	Deletion in order to clarify that neither the State nor the District adopts this section or the sections of Chapter 8 that are referenced by it.
322.3 – Fire safety plan	Administrative	Declaratory of existing law for clarification to the code user.
322.4.1 – Limited indoor storage in containers	Climatic, Geological, and Topographical	Local amendment providing the ability for the fire code official to consider other factors affecting the safety of the placement containers used for the collection of damaged and used lithium-based batteries. These batteries have been identified as a known source of fires, especially when damaged or aged. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
326.7 – Fire protection facilities required	Climatic, Geological, and Topographical	Local amendment to require fire safety measures including but not limited to water supply, firebreaks, posting of fire watchers, access roads, restriction of activities during high fire hazard and other conditions to maintain reasonable fire safety. Necessary due to the unique climate and topography of the County/District to reduce risk of fire, to reduce the possibility of wildland fires spreading to structures, and to minimize impacts of fire. Further necessary because risk of fire is increased due to the prevalence of earthquakes

Section	Local Condition	Explanation and Findings
		in the County/District.
326.12.2 – Chimneys	Climatic and Topographical	Local amendment to reduce the threat of fires by requiring spark arrestors on chimneys that is necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire. Such spark arrestors reduce the likelihood of embers exiting a chimney and igniting a fire. These spark arrestors are required by the SFM in both CCR Title 19 and the Building Code.
326.14 – Roadway clearance	Climatic and Topographical	Local amendment requiring clearance of roadways to provide adequate access for firefighting apparatus, to create defensible space for fire operations, and to reduce the possibility of wildland fires spreading to structures. Necessary due to the unique climate and topography of the County/District.
401.10 – Fire watch procedures, 401.10.1, 401.10.2, 401.10.3, 401.10.4, 401.10.5, 401.10.6.	Climatic, Geological, and Topographical	Provides for consistency in the minimum requirements of a fire watch program. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.1.1 – Buildings and facilities	Climatic, Geological, and Topographical	Provides for clarification regarding the determination of the fire code official for certain special circumstances. Necessary to ensure adequate response times and actions due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.1.2 – Additional access.	Climatic, Geological, and Topographical	Provides for additional access requirements necessary because of terrain, climate, or other factors that limit access. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.

ADOPTION & FILING OF THE
LOS ANGELES COUNTY FIRE CODE

Section	Local Condition	Explanation and Findings
503.2.1 – Dimensions, 503.2.1.1, 503.2.1.2, 503.2.1.2.1, 503.2.1.2.2, 503.2.1.2.2.1, 503.2.1.2.2.2	Climatic, Geological, and Topographical	Requires unobstructed clearance to sky on fire apparatus access roads with exception for protected tree species. Necessary to prevent obstruction of access roads by tree limbs or other obstructions and thus allow for quick response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Requires sufficient fire apparatus access road widths and the location of said roads in respect to buildings. Necessary because risk of fire and collapse is increased due to the prevalence of earthquakes in the County/District.
503.2.4 – Turning radius, 503.2.5 – Dead-ends, 503.2.7 – Grade	Climatic, Geological, and Topographical	Provides for more stringent width, turning radius, and grade specifications for access roads to ensure access for fire apparatus. Necessary due to unique climatic and topographical conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.4 – Obstruction of fire apparatus access roads	Climatic, Geological, and Topographical	Adds speed bumps and speed humps to list of prohibited obstructions to fire apparatus access roads. Speed bumps and speed humps reduce response times to fires and other emergencies because fire apparatus have to slow down to pass over them or drive around them. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.4.1 – Traffic-calming devices	Climatic, Geological, and Topographical	Requires fire code official approval to install traffic calming devices such as speed bumps and speed humps. Such devices can reduce response times to fires and other emergencies. Necessary to ensure adequate response times due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. This section is necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.

503.6 – Gates	Climatic, Geological, and Topographical	Requires gates placed across fire apparatus access roads meet parameters to ensure emergency access widths and operability. Necessary due to the increased risks of fire, earthquake damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
503.7 – Fire apparatus access roads in recreational vehicle, mobile home, manufactured housing, sales lots, and storage lots	Climatic, Geological, and Topographical	Requires fire apparatus access roads in recreational vehicle, mobile home, manufactured housing, sales lots, and storage lots. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
503.8 – Fire apparatus access roads in mobile home parks and special occupancy parks	Climatic, Geological, and Topographical	Requires additional fire apparatus access roads in mobile home parks and special occupancy parks. Necessary to ensure adequate water supply and access to such locations due to the unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
504.5 – Rooftop barriers and parapets	Climatic, Geological, and Topographical	Provides for emergency access to and egress from the roof in the event of fire or other emergency. Necessary because of increased danger of fire in the County/District due to unique climatic, geological, and topographical conditions.
506.1 – Where required	Climatic, Geological, and Topographical	Local amendment providing for access to structures or areas where immediate access is necessary for life-saving or fire-fighting purposes. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

507.2.2 – Water tanks	Climatic, Geological, and Topographical	Requires installation and maintenance standards for water tanks providing water for fire protection. Extends certain requirements to associated support structures and piping. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These unique conditions also increase emergency response times, thereby increasing the time during which these water tank systems must remain in functional order.
507.5.10 – Draft system identification sign	Climatic, Geological, and Topographical	Provides posting of sign to notify Fire Department of draft hydrants, including those for swimming pools and spas in fire hazard severity zone. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
509.1.1 – Utility and hazardous equipment identification, 509.2 – Equipment and disconnection-means access, 509.3	Climatic, Geological, and Topographical	Provides for identification and access to the disconnection means that are required for hazardous equipment and/or energy sources serving structures, as necessary for the protection of life and for fire-fighting purposes. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
510.1 – Emergency responder communication coverage (ERCC) in new buildings	Administrative	Clarifies how the fire code official will make the determination that is required of them by the State code.
510.4.1, 510.4.1.1, 510.4.1.2, 510.4.2, 510.4.2.3, 510.5, 510.5.1,	Climatic, Geological, and Topographical	When the circumstances of a structure necessitate emergency responder communication coverage systems, this amendment specifies "critical areas" of the building, referred to in the State code, at which it is critical that emergency personnel have radio

510.5.4, 510.6, 510.6.2 ERCC – coverage		coverage. This list of areas is built upon the list of areas that are required to be served when a wired system is installed in lieu of an emergency responder radio coverage system. Systems are required to be provided with standby power for a duration of time. Amendment also clarifies required design standards otherwise left up to determination by the fire code official. Necessary due to the increased risks of fire, earthquake movement and damage, and electrical power interruption that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with emergency radio communications for first responders.
603.4 – Working space and clearances	Climatic, Geological, and Topographical	Provides for maintenance of the working clearances that are required to be maintained about electrical equipment such as electrical panels and other equipment specified by the Electrical Code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
603.4.1 – Electrical signage and labeling	Climatic, Geological, and Topographical	Provides clarification of the interpretation of this section, and reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
604.4 – Emergency signs	Climatic, Geological, and Topographical	Provides guidance with local criteria that the fire code official will use in making the determination required of them by this section. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the

		County/District. These factors also complicate response times, water needs and availability, and access.
901.6 – Inspection, testing, and maintenance	Climatic, Geological, and Topographical	Prohibits obstruction or impairment of fire protection and life safety system equipment, including initiating devices, alarm notification appliances, and annunciators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4 – Aboveground controls and valves for water-based fire protection systems	Climatic, Geological, and Topographical	Introductory section to Sections 901.6.4.1 through 901.6.4.4. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.1 – Signage	Climatic, Geological, and Topographical	Provides signage requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
901.6.4.2 – Locks	Climatic, Geological, and Topographical	Provides for the security, and accessibility to proper authorities, of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.3 – Painting identification	Climatic, Geological, and Topographical	Provides for the identification and maintenance of water-based fire protection systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic,

		topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
901.6.4.4 – Clear space	Climatic, Geological, and Topographical	Provides clearance requirements for water-control valves to facilitate fire-fighter identification and use of said valves in an emergency. Necessary because of unique climatic and topographical conditions that increase the risk of fires in fire hazard severity zones. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.2.8 – Group R	Climatic, Geological, and Topographical	Requires that fire sprinklers be installed in mobile homes and manufactured homes located outside of mobile home parks. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
903.2.11.7 – Occupancies in fire hazard severity zones and within the San Gabriel South face Area or Malibu–Santa Monica Mountains Area	Climatic, Geological, and Topographical	Provides an additional level of protection to occupancies in case of a fire by requiring installation of automatic fire sprinklers. Necessary because of unique climatic and topographical conditions that increase the risk of catastrophic fires in fire hazard severity zones and due to the topography that reduces response times to fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
903.4.2, 903.4.2.1 – Remote annunciator	Climatic, Geological, and Topographical	Provides for fire-fighter access to the alarm system information/status where necessary due to otherwise being inaccessible or inapparent. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

904.1.1 – Certification of service personnel for fire-extinguishing Equipment	Administrative	Clarification to the code user that neither the Consolidated Fire Protection District of Los Angeles County, nor the State of California adopt this section.
904.3.5 – Monitoring	Climatic, Geological, and Topographical	Requires monitoring of all automatic fire-extinguishing systems when a sprinkler monitoring system is otherwise required. Necessary due to the increased risks of fire and exposure that are consequences of the unique climatic, topographical, and geological conditions of the County/District.
905.2.1 – Class I standpipes	Climatic	Construction and installation requirements for Class I standpipes to ensure adequate fire protection systems and water supply due to fires in the hot and windy climate of the County/District.
905.4 – Location of Class I standpipe hose connections, 905.4.3	Climatic	Installation/Regulation of Fire Protection System to ensure proper location of hose connection to control fires in the hot and windy climate of the County/District.
905.5.3 – Class II system 1½-inch hose	Climatic	Installation and regulation of interior wet standpipes to ensure adequate fire protection system due to fires in the hot and windy climate of the County/District.
905.9 – Riser shutoff valve supervision and drain	Climatic	Additional requirements to fire protection system for testing, maintenance, and operation. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
905.13 – Standpipe diameter	Climatic	Size requirements for Class III standpipes to ensure adequate fire protection system. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
910.2 – Where required	Climatic and geological	Requires smoke and heat removal for buildings. Necessary to increase ability of fire fighters to respond to, and fight, fires in buildings. Necessary because of increased danger of fire in

		the County/District due to hot and windy conditions and the prevalence of earthquakes in the County/District.
910.2.3 – Group S-2	Climatic, Geological, and Topographical	Requires smoke and heat removal for basement-level parking garages. Necessary to increase ability of fire fighters to respond to fires in parking garages. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.
910.3 – Smoke and heat vent design and installation. 910.3.2, 910.3.4, 910.3.4.1, 910.3.4.2, 910.3.4.2.1, 910.3.4.2.2, 910.3.4.3 910.3.5	Climatic, Geological, and Topographical	Requirements for smoke and heat vents in buildings. Necessary due to the increased risks of fire and earthquake damage that are consequences of the unique climatic, topographical, and geological conditions of the County/District. Further necessary due to the artificial topographical physical features of a structure or area that limit and/or interfere with the ability of emergency responders to protect life, property, and the environment.
910.4.3, 910.4.4 – Mechanical smoke removal systems	Geological	Requirements for smoke and heat vents and mechanical smoke removal systems in buildings. Necessary because of increased danger of fire in the County/District due to seismic concerns with potential water supply issues.
912.2 – Location	Geological and Topographical	Requires that more than one fire department connection may be required. Necessary due to natural and artificial local topography, and the effects of seismic activity that could limit and/or interfere with the ability of emergency responders to access certain locations.

912.2.1 – Visible location	Climatic, Topographical, Geological	Requires fire department connections to be located within 150 feet of a public fire hydrant and at a safe distance from the building. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
912.7 – Inspection, testing and maintenance	Climatic, Geological, and Topographical	Clarifies where provisions for signage, painting, hose threads, physical protection, and clear space, for fire department connections, shall apply. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
912.8 – Identification — paint color	Climatic, Topographical	Requires red paint on fire department connections subject to rust or corrosion to identify them to fire fighters and protect from the elements. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
912.9 – Breakable caps or plugs	Climatic, Topographical	Requires breakable caps or plugs for fire hose couplings to protect them from the elements and to ensure easy access to the fire department connection during fires. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
914.9.1 – Spray booths	Climatic	Requires spray booths to have automatic fire sprinkler system protection under specified conditions. Necessary because of increased danger of fire in the County/District due to hot and windy conditions. Further necessary because the risk of fire is increased due to the prevalence of earthquakes in the County/District.
1032.4 – Exit signs, 1032.4.1, 1032.4.2, 1032.4.3	Climatic, Geological, and Topographical	Requirements for minimum exit signage maintenance, including a bringing-to-one-location of existing CA requirements scattered about the code and/or providing reference thereto. Addresses warnings against elevator use in an emergency, and stairway access. Necessary to ensure proper notice and evacuation in case of fire or other emergency. Necessary because of

		increased danger of fire in the County/District due to hot and windy conditions. Further necessary because risk of fire and need for evacuation is increased due to the prevalence of earthquakes in the County/District.
1103.11 – Fire department access	Climatic, Geological, and Topographical	Clarifies where provisions for fire department access apply, including reference to a related section of the code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.3 – Emergency responder communication coverage systems.	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for emergency responder communication coverage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1203.2.5 – Exhaust ventilation	Climatic, Geological, and Topographical	Maintains current level of safety by maintaining current standby-power capacity duration for electrical energy storage system mechanical exhaust ventilation systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

1203.2.7 – Gas detection systems	Climatic, Geological, and Topographical	Corrects reference number for section addressing exhaust ventilation for electrical energy storage systems. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1204.4 – Grounding	Climatic, Geological, and Topographical	Clarifies when grounding will be required of portable generators. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.2 – Access and pathway	Climatic, Geological, and Topographical	Clarifies that exceptions to access and pathway requirements may not negate the ability of occupants to reliably identify escape and rescue pathways and avoid electrified components therein. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1205.4 – Buildings with rapid shutdown	Climatic, Geological, and Topographical	Provides reference to the related section of code. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.

1205.5.1 – Vegetation control	Climatic, Geological, and Topographical	Clarifies where this maintenance provision applies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1206.10 – Manual shutoff	Climatic, Geological, and Topographical	Provides reference to the related section of code, and harmonizes this section thereto. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.1.2 – Permits, 1207.1.3, 1207.1.4, 1207.1.4.1, 1207.1.4.2, 1207.1.5, 1207.1.7	Climatic, Geological, and Topographical	Require approved permitting for electrical energy storage systems (ESS), including criteria/clarification regarding hazard mitigation analysis and special approvals beyond what the code allows by default. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.3.4, 1207.3.4.1, 1207.3.5	Climatic, Geological, and Topographical	Specifies design and installation requirements for electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.4 – General installation requirements, 1207.4.1, 1207.4.2, 1207.4.7,	Climatic, Geological, and Topographical	Specifies/clarifies location, separation, and signage requirements for electrical energy storage systems (ESS). Provides clarification and reference to other code requirements already applicable to these installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are

1207.4.8 – Signage		consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.
1207.5.2, 1207.5.8, Table 1207.7, 1207.7.1, 1207.7.2, 1207.7.3, 1207.7.4, 1207.8.3, 1207.8.4	Climatic, Geological, and Topographical	Specifies/clarifies location and separation requirements for electrical energy storage systems (ESS). Maintains preexisting safety levels. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.4.13, 1207.5.4 – Fire detection, 1207.6.1.1, 1207.6.1.2, 1207.6.1.2.1, 1207.6.1.2.2, 1207.6.1.2.3, 1207.6.1.2.4	Climatic, Geological, and Topographical	Specifies requirements for fire-extinguishing systems, ventilation, standby power, gas detection, explosion control, and the ability to release energy, for electrical energy storage systems (ESS). Includes references to the code sections regarding fire department connections and hydrants. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.6, 1207.6.1.1– 1207.6.1.2.4	Climatic, Geological, and Topographical	Specifies design and installation requirements for various battery technologies used in electrical energy storage systems (ESS). Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.6.3 – Explosion control	Administrative	Corrects typo to reference therein to a section within Chapter 1, which was reorganized in 2021/2022.
1207.4.6 – Combustible storage,	Climatic, Geological, and Topographical	Clarifies that combustible storage within ESS cabinets and enclosures is not allowed, and that vegetation maintenance (operational)

1207.5.7 – Vegetation		requirements for electrical energy storage systems (ESS) apply to both new and existing installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.9.4, 1207.9.5	Climatic, Geological, and Topographical	Addresses special installations of battery energy storage systems (ESS), including those on rooftops and in parking garages. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Table 1207.10, 1207.10.6, 1207.10.7.2, 1207.10.7.3, 1207.10.7.6	Climatic, Geological, and Topographical	Addresses mobile versions of electrical energy storage system (ESS) installations. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
1207.11, 1207.11.1, 1207.11.2.1, 1207.11.3, 1207.11.3.1, 1207.11.4, 1207.11.5.1, 1207.11.6, 1207.11.7, 1207.11.7.1, Figure 1207.11.7.1, 1207.11.7.2, 1207.11.7.3, 1207.11.7.4, 1207.11.7.4.1,	Climatic, Geological, and Topographical	Addresses installations of battery energy storage systems in Group R-3 and R-4 occupancies. Maintains and clarifies standing requirements in the jurisdiction in order to maintain minimum levels of safety regarding explosion, fire, and toxic gas hazards, both for the property in question and that of neighboring properties. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, responding resources, water needs and availability, and access.

1207.11.7.4.2, 1207.11.8		
2007.9 – Emergency Helicopter Landing Facility (EHLF), 2007.9.1	Climatic and Topographical	Provides for public safety by an evacuation/landing area on high-rise buildings and the maintenance thereof. Necessary due to large number of high-rise buildings in the County/District and difficulty in evacuating high-rise buildings, and getting resources thereto, in case of fire or other emergency.
2007.10 – Ground-based helicopter facilities, 2007.10.1 – Surface	Climatic, Geological, and Topographical	Provides design standards for helistops and heliports, primarily for establishment in fire hazard severity zones, to enable helicopters and associated water tenders and support equipment to safely operate to conduct operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District. Further necessary due to the increased risks of earthquake damage that complicate response times, water needs and availability, and access.
2007.10.2 – Hydrant	Climatic; Topographical	Requires a hydrant next to helistops and heliports, especially in fire hazard severity zones, to enable helicopters to fill their tanks to facilitate water drops on wildland fires in those areas, and for response to aviation accidents. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.
2007.10.3 – Access	Climatic; Topographical	Adopts requirements for fire apparatus access to helistops and heliports, especially in fire hazard severity zones, to enable support equipment and apparatus associated with helicopter operations to combat fires and render other services in those areas. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and topography that hinders the ability for fire apparatus to gain access to remote portions of the County/District.

2007.11 – Maintenance, 2007.11.1 – Fire Department permit required	Climatic, Geological, and Topographical	Requires maintenance of the safe and necessary functionality of a new or existing helicopter facility intended to some extent for emergency Fire Department use. Where such functionality or availability is impaired, a permit and/or notification is required. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for fire apparatus to gain access to portions of the County/District, including for patient care.
2203.3 – Dust-collection systems	Climatic, Geological, and Topographical	Clarifies applicability of this provision, corrects reference error by the State, and maintains the required interlock provision. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2203.4.2 – Static electricity	Climatic, Geological, and Topographical	Maintains the requirement for permanent grounding or bonding in accordance with approved standards. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
2404.4 – Fire protection	Climatic	Provides for spray booths to be equipped with automatic fire sprinklers. Necessary because of increased danger of fire in the County/District due to hot and windy conditions.
2504.6, 2507.2 – Fruit and crop-ripening	Climatic and Geological	Provides requirements for fruit and crop ripening operations to prevent ignition of ethylene gas and reduce risk of fire and explosion. Necessary because of increased danger of fire in the County/District due to hot and windy conditions and to reduce risk of fires and explosion from earthquakes.
3104.5 – Helicopter	Climatic, Geological, and	Provides notice within the section concerning tents and temporary membrane structures that

landing facilities	Topographical	consideration must be given to nearby helicopter landing facilities so as not to interfere with their safe and necessary functionality. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.15.2.1 – Quantity limit	Climatic, Geological, and Topographical	Harmonizes the code by providing reference to the related section of the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3107.18 – Combustible vegetation	Climatic and Topographic	Increased clearance requirements for combustible vegetation near tents and membrane structures. Necessary to increase fire and life safety around such structures and to create defensible space. Necessary because of fire risk due to climate and unique topography of the County/District.
Table 3206.2	Climatic and Geological	Removes an exception for smoke and heat removal in high-piled combustible storage. Necessary because of unique climatic conditions that increase the risk of fires. Further necessary because risk of fire is increased due to the prevalence of earthquakes in the County/District.
3305.5.2.1 – Duties	Climatic, Geological, and Topographical	Harmonizes this new provision to the other longstanding requirements for fire watch within the code. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
3505.9 – Flashback prevention	Geological	Requires protective devices to be installed on fuel gas and oxygen lines to increase safety and reduce risk of explosion and fire. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

4801.3 – Definitions	Climatic, Geological, and Topographical	Clarifies the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4902.1 – General	Climatic, Geological, and Topographical	Provides definitions by which to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.2 – Application	Climatic, Geological, and Topographical	Serves to clarify the interpretation of the code for the code user. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.3 – Landscape Plans, 4906.3.1 – Contents	Climatic, Geological, and Topographical	Original content is being moved to become subsections of 4906.3, and these sections are being utilized to explain the administrative procedures for fuel modification plans in fire hazard severity zones within the jurisdiction. Necessary because of increased danger of fire in the County/District due to hot and windy conditions; and both topography and seismic geological activity that hinders the ability for ground-based fire apparatus to gain access to portions of the County/District, including for patient care.
4906.3.2 – Penalties, 4906.3.3 – Appeals, 4906.3.4 Fuel modification plan review fee schedule	Administrative	Provide administrative procedures regarding the fuel modification plan process.

4906.3.5, 4906.3.5.1, 4906.4, 4906.4.1, 4906.4.2, 4906.4.2.1	Administrative	Renumbering of code sections for harmonization with longstanding local provisions within which these processes (newly described by new State language) have and will continue to take place.
4907.3 – Requirements	Administrative	Provides reference to other applicable codes; declaratory of existing law.
4907.3 – Requirements	Climatic and Topographical	Local amendment providing notice of preexisting requirement that defensible space shall also comply with vegetation clearance requirements elsewhere in the Fire Code (e.g., for LPG tanks, PV, and ESS), as well as specifically within Chapter 3 of this code. Necessary due to the unique climate and topography of the County/District to reduce risk of fire and to minimize impacts of fire in Fire Hazard Severity Zone.
5003.11.3.8 – Floors	Climatic and Geological	Creates requirements for floors in buildings where hazardous materials are used or stored. Necessary to increase fire and life safety and to minimize fire danger from hazardous materials. Necessary because risk of fire and spillage of hazardous materials is increased due to the prevalence of earthquakes in the County/District.
5704.2.8.3 – Secondary containment	Geological	Requires secondary containment of flammable and combustible liquids that are necessary to increase fire and life safety and to prevent fires involving flammable and combustible liquids from spreading. Necessary because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.8.16.1 – System requirements	Climatic and Geological	Requires foam deluge system. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

5704.2.9.1.1 – Required foam fire protection systems	Geological and Climatic	Requires all existing aboveground tanks exceeding 1,500 square feet of liquid surface area used for the storage of Class I or Class II flammable liquids to be provided with foam fire protection. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.2.9.6.1.3 – Location of tanks for boil over liquids	Geological and Climatic	Provides for additional spacing between tanks to reduce fire danger and help prevent fire from spreading to adjacent tanks. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5704.3.7.6 – Construction	Geological and Climatic	Construction and fire access requirements for liquid storage rooms. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of explosion or container failure is increased due to the prevalence of earthquakes in the County/District.
5706.5.1.1 – Location	Geological and Climatic	Provides increased distances for bulk transfer and process transfer operations so that they are farther away from the public and other buildings. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
5706.5.1.19 – Liquid transfer	Geological and Climatic	Class I, II, or III liquids shall be transferred from a tank vehicle or tank car only into an approved atmospheric tank or approved portable tank. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.

6104.4 – Multiple LP-gas container installations	Geological and Climatic	Requirements for LP-gas storage tank distances. Necessary because of increased danger of fire in the County/District due to climatic conditions and because risk of leaks or tank failure is increased due to the prevalence of earthquakes in the County/District.
Chapter 81 – Automobile wrecking yards 8104 – Fire apparatus access roads 8106 – Housekeeping 8108 – Tires 8110.4 – Batteries	Climatic, Geological, and Topographical	Creates requirements for fire access roads and storage requirements for tire storage in automobile wrecking yards to enable fire apparatus and fire fighters to gain access to fight fires and respond to emergencies. Necessary due to the increased risks of fire, earthquake damage, and unpredictable power fluctuations that are consequences of the unique climatic, topographical, and geological conditions of the County/District. These factors also complicate response times, water needs and availability, and access.
Chapter 82 – Infractions	Administrative	Lists the violations deemed to be infractions rather than the standard misdemeanor required by the provisions of Chapter 1.
Chapter 83 – Consolidated Fire Protection District Of Los Angeles County Fire Code	Administrative	Declaration of this code as the Fire Code for the Consolidated Fire Protection District of Los Angeles County ("District").
Appendix B, Section B105.1 – One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses	Topographical and Climatic	Provides for increased minimum fire-flow in fire hazard severity zones to allow for more water to be available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix B, Section B105.5 – Land subdivision projects	Topographical and Climatic	Provides for increased fire-flow for subdivisions of certain undeveloped land due to the undetermined building size and type of construction to allow for sufficient water to be available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.

Appendix C, Section C102.2 – Location on street	Topographical and Climatic	Provides for hydrant spacing on streets to ensure hydrants are accessible to fire fighters. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.2 – One- and two-family dwellings, and Group R-3 buildings	Topographical and Climatic	Provides for hydrant spacing to ensure that water is available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.3 - Buildings other than one- and two-family dwellings, and Group R-3 buildings	Topographical and Climatic	Provides for hydrant spacing for buildings other than one- and two-family dwellings, and Group R-3 buildings to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C105.4 – Cul-de-sac hydrant location	Topographical and Climatic	Provides for hydrant spacing for cul-de-sacs to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix C, Section C106 - On-site hydrants	Topographical and Climatic	Provides requirements for on-site hydrants to ensure that there is adequate water supply available to fight fires. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.
Appendix O, Section O103 – General requirements	Topographical, Geographic, and Climatic	Provides various design and location requirements for temporary haunted houses, ghost walks, and similar amusement uses where the means of egress are not apparent due to decorative materials, confusing sounds, and/or visual effects. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions and the prevalence of earthquakes in the County/District.
Appendix PP – Local Agency Very High Fire	Administrative	Portion of ordinance serving to fulfill the Statutory requirements of the County/District per California Government Code Sections 51175 through

Hazard Severity Zones		51189. Recognizes the authorities of the State to impose Fire Hazard Severity Zone designations and of individual cities to expand upon them within the parameters defined by State statute. Also serves to define the "Malibu–Santa Monica Mountains Area" and the "San Gabriel Mountains South face Area" for the sprinkler provisions therein, as described in Chapter 9.
Appendix QQ – Los Angeles County Fire-Code Fee Schedule	Administrative	Provides the code user with the Fire Department fee schedule, specifically for the services provided by the Fire Department in accordance with the Fire Code.
Appendix RR – Rifle Range	Topographical and Climatic	Provides the basic fire- and life-safety requirements for the operation of rifle ranges. Necessary because of increased danger of fire in the County/District due to climatic and topographical conditions.

ORDINANCE NO. 25-02

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE CALIFORNIA FIRE CODE AS AMENDED AND ADOPTED BY LOS ANGELES COUNTY, SET FORTH IN TITLE 32 OF THE LOS ANGELES COUNTY CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS, AND AMENDING THE MAYWOOD MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. A new Chapter 5 (Fire Code) is hereby added to Title 8 (Building Regulations) of the Maywood Municipal Code to read as follows:

"**CHAPTER 5 FIRE CODE**

8-5.01. Adoption of Fire Code.
8-5.02. Violations.
8-5.03. Responsibility.

8-5.01. Adoption of Fire Code.

A. Except as hereinafter provided in this Chapter, the City hereby adopts by reference that certain fire code known and designated as the Los Angeles County Fire Code, Title 32 of the Los Angeles County Code, including all appendices, as adopted by the County of Los Angeles and in effect March 2, 2023, incorporating the 2022 California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including all changes made by the County of Los Angeles, and such Code shall be and become the fire code of the City of Maywood ("Fire Code").

B. A copy of Title 32 of the Los Angeles County Code, along with a copy of the California Fire Code, 2022 Edition, and the 2021 Edition of the International Fire Code, have been deposited in the office of the City Clerk of the City of Maywood and shall be at all times maintained by the Clerk for use and examination by the public.

8-5.02. Violations.

A. Every person violating any provision of the Fire Code or of any permit or license granted hereunder, or any rule, regulation or policy promulgated pursuant hereto, is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day a violation occurs shall constitute a separate offense.

B. For every violation determined to be an infraction under the Fire Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

8-5.03. Responsibility.

Any person who personally or through another willfully, negligently, or in violation of law sets a fire, allows a fire to be set, or allows a fire kindled or attended by such person to escape from his or her control, allows any hazardous material to be handled, stored or transported in a manner not in accordance with nationally recognized standards, allows any hazardous material to escape from his or her control, neglects to properly comply with any written notice of the chief, or willfully or negligently allows the continuation of a violation of the Fire Code and amendments thereto is liable for the expense of fighting the fire or for the expenses incurred during a hazardous materials incident, and such expense shall be a charge against that person. Such charge shall constitute a debt of such person and is collectible by the public agency incurring such expenses in the same manner as in the case of an obligation under a contract, expressed or implied."

Section 2. The City Council hereby finds that the modifications to the 2022 California Fire Code as adopted by the County of Los Angeles and the City of Maywood, are reasonably necessary because of the local climatic, geological, and topographical conditions as set forth in Resolution No. 6400, on file in the office of the City Clerk and incorporated herein by reference.

Section 3. To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Maywood Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

Section 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 5. 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 6. 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 26th day of February, 2025.

_____
Mayra Aguiluz, 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)

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance No. 25-02 was adopted at a regular meeting of the City Council of the City of Maywood held on the 26th day of February, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Daisy Guerrero, Deputy City Clerk

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 13.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-03 ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE AS THE CITY OF MAYWOOD ADOPTS THE LOS ANGELES COUNTY FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-09, 8-12, 8-13, 8-18, 8-19, AND 8-21, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

RECOMMENDATION:
Staff recommends that the Maywood City Council:

1. Introduce Ordinance No. 25-03 for first reading by title only and waive full reading of Ordinance No. 25-03. AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE FIRE CODE AS THE CITY OF MAYWOOD ADOPTS THE LOS ANGELES COUNTY FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-12, 8-13, 8-18, 8-19, AND 8-21, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

2. Direct the City Clerk to set a public hearing on the adoption of Ordinance No. 25-03 for February 26, 2025, at 6:00 p.m., at City Hall Council Chambers and to advertise the public hearing according to Government Code Section 50022.3.

BACKGROUND:
Every three years, the California Building Standards Commission publishes the California Building Standards Code. The California Building Standards Code is a compilation of building standards that apply to all occupancies in California. The building standards proposed for adoption at this time are: 2022 Edition of the California Building Standards Code (California Code of Regulations Title 24), except for the fire code, as the City of Maywood adopts the Los Angeles County Fire Code. The Building Standards Code is comprised of: the California Building Code, 2022 Edition; California Electrical Code, 2022 Edition; California Plumbing Code, 2022 Edition; California Mechanical Code, 2022 Edition; California Energy Code, 2022 Edition; California

Residential Code, 2022 Edition; and California Green Building Code, 2022 Edition. In addition, the ordinance adopts the 2021 International Property Maintenance Code. Accordingly, the proposed ordinance will amend Chapters 8-01, 8-03, 8-06, 8-09, 8-12, 8-13, 8-18, 8-19, AND 8-21, of the Maywood Municipal Code. It should be noted that adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption of CEQA Guidelines section 15061(b)(3).

DISCUSSION:

The proposed Ordinance No. 25-03 adopts by reference the Building Standards Code as listed above with some proposed amendments

In addition, amendments have been made to the administrative provisions of the codes. These changes are made for consistency. Chapter 1 Division II of the California Building Code has been adopted to provide a consistent set of administrative provisions for all building codes.

In addition, when adopting a code by reference, State law requires that the City Council schedule a public hearing after first reading of the Ordinance. The public hearing would occur in conjunction with the second reading of the Ordinance. Pursuant to Government Code 50022.3, the notice of the public hearing must be published once a week for two successive weeks, with at least five days intervening between the respective publication dates. In addition, the City Clerk is required to keep on file a copy of the code to be adopted by reference for at least 15 days before the public hearing.

Should the City Council fail to adopt this Ordinance after the public hearing, the provisions of the 2022 California Building Standards Code will still apply, just without the amendments to deal with local climatic and seismic issues. Additionally, the International Property Maintenance Code will not be adopted. Chapter 15.08, which adopted the state housing law regulations by reference, is being repealed as the provisions apply regardless of adoption by the City. The repeal has no actual impact except to clean up the Code.

Attached is the proposed ordinance.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

This item does not require an expenditure of funds.

ATTACHMENT(S)

1. Maywood- Revised- Building Standards Code Adoption (CC Meeting January 2025)

ORDINANCE NO. 25-____

AN ORDINANCE OF THE CITY OF MAYWOOD, CALIFORNIA CITY COUNCIL ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), EXCEPT FOR THE 2022 CALIFORNIA FIRE CODE, AND MAKING AMENDMENTS THERETO; ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 8-01, 8-03, 8-06, 8-12, 8-13, 8-18, 8-19, OF THE MAYWOOD MUNICIPAL CODE; AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE COMMON SENSE EXEMPTION OF CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, in July 2022, the California Building Standards Commission adopted the 2022 Edition of the California Building Standards Code ("CBSC"), effective January 1, 2023 and codified in Title 24 of the California Code of Regulations ("CCR"); and

WHEREAS, the CBSC consists of building standards that regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical systems, plumbing, mechanical systems, and maintenance of all buildings in the state and includes the California Building Code (CCR, Title 24, Part 2); the California Residential Code (CCR, Title 24, Part 2.5); the California Electrical Code (CCR, Title 24, Part 3); the California Mechanical Code (CCR, Title 24, Part 4); the California Plumbing Code (CCR, Title 24, Part 5); the California Energy Code (CCR, Title 24, Part 6); the California Existing Building Code (CCR, Title 24, Part 10); and the California Green Building Standards Code (CCR, Title 24, Part 11); and

WHEREAS, pursuant to California Government Code Section 50022.2, the City of Maywood ("City") may adopt the 2022 Edition of the CBSC by reference; and

WHEREAS, pursuant to sections 17958.7 and 18941.5 of the California Health & Safety Code, the City may adopt local amendments to the CBSC determined by the City Council to be reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the City desires to adopt the 2022 edition of the CBSC with local amendments to provide for the issuance of permits and the collection of fees, to provide adequate remedies for code violations, to establish administrative

procedures consistent with City protocols, and to ensure that the state standards are reasonably tailored to local conditions; and

WHEREAS, based on the foregoing, the City Council of the City of Maywood does hereby find that the proposed amendments to the 2022 Edition of the CBSC are reasonably necessary for reasons of local climatic, geologic, and topographic conditions as set forth in "Exhibit A" of this Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1 (Building Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

"8-1.01 California Building Code Adopted by Reference.

A. Except as hereinafter provided, the California Building Code, 2022 Edition (Part 2, Title 24, California Code of Regulations) including Appendices F, I and J is hereby adopted by reference as the Building Code for the City of Maywood ("Building Code").

B. Not less than one copy of said 2022 California Building Code together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Building Code is in force.

8-1.02 - Amendments: Section 109.2 Schedule of permit fees.

Section 109.2 of the Building Code is hereby amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the City Council. The fee schedules adopted by the City Council shall apply to fees arising under the building code, except where a different fee has been adopted by resolution of the city council.

Sec. 109.2.1 Plan Checking Fees. A plan-checking fee, as established by resolution adopted or amended by the City Council, shall be paid to the City at the time of submitting plans and specifications for plan checking. Where plans are incomplete or changed so as to require additional plan checking, an additional plan-checking fee shall be charged at a rate established by the Building Official.

8-1.03 - Amendments: Section 109.4 Work Commending Before Permit Issuance.

Section 109.4 of the Building Code is hereby amended to read as follows:

Sec. 109.4 Work Commencing Before Permit Issuance. When work for which a permit is required by this Chapter of said Building Code is started or proceeded prior to obtaining such permit, the fees specified in Section 1.04 of this Chapter shall be doubled but in no case shall be less than One Hundred and no/100ths ($100.00) Dollars. The payment of such an investigation fee shall not relieve any person from fully complying with the requirements of this Chapter or said Building Code in the execution of the work not from any other penalties in this section.

8-1.04 - Violations

A. Any person who violates a provision of this Building Code or fails to comply with any of the requirements thereof, or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this Building Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Building Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Building Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Building Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 2. Chapter 3 (Electrical Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-3.01. California Electrical Code Adopted by Reference.

A. Except as hereinafter provided, the 2022 California Electrical Code (Part 3, Title 24, California Code of Regulations), together with any amendments and appendices thereof is hereby adopted by reference as the Electrical Code of the City of Maywood ("Electrical Code")

B. Not less than one copy of said 2022 California Electrical Code together with any and all amendments thereto proposed by the City of Maywood shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Electrical Code is in force.

8-3.02. Amendments: Article 230 Installation.

Article 230.30 of the 2022 California Electrical Code is hereby amended by adding the additional paragraphs to read as follows:

(C) Underground service laterals required for new construction.

All new buildings and structures in the City shall provide underground electrical and communications service laterals on the premises to be served as hereinafter required. This provision shall not apply to utility lines that do not provide service in the area being developed.

(D) Underground utilities for new buildings.

All electrical, telephone, community antenna television system (CATV), and similar service wires or cables which provide direct service to new buildings and structures shall be installed underground in compliance with all applicable building and electrical codes, safety regulations and orders, and the rules of the Public Utilities Commission of the State of California.

(E) Underground utilities for existing buildings.

Existing overhead wires and/or new utility service shall be placed underground when one or more new dwelling units are created in an existing building and one or both of the following apply:

1. The expansion exceeds fifty (50) percent of the existing gross floor area; or

2. The cost of remodeling, expansion or improvement exceeds fifty (50) percent of the value of the existing structure as determined by the building official.

Exception: Undergrounding shall not be required if Southern California Edison deems in writing that such underground installation is infeasible based upon its service requirements or to the unavailability of necessary easements.

(F) Responsibility for compliance.

The developer and owner are jointly and severally responsible for

complying with the requirements of this chapter and shall make the necessary arrangements with the utility companies for the installation of such facilities.

(G) Existing underground areas.

On streets where electrical and communications lines have been placed underground or where no overhead lines presently exist on or before July 1, 1977, said lines shall remain permanently underground and no additional electric or communications service facilities shall be added on said streets unless they are placed underground.

8-3.03. Permits.

1. No alteration or addition shall be made to any existing wiring, or shall any wiring for the placing or installation of any electric light, power, or heating device, or any apparatus which generates, transmits, transforms, or utilizes electricity, operating at a voltage exceeding twenty-five (25) volts between conductors or capable of supplying more than fifty (50) watts, be made without first obtaining a permit therefor from the Building Official, excepting minor repair work, such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare joints, repairing drop cords, and the like.

2. The application, plan, and specifications filed as required by this chapter shall be checked by the Building Official, and, if found to be in conformity with the requirements of this Code and all other laws or ordinances applicable thereto, the Building Official, upon the receipt of the required fee, shall issue a permit therefor. Every permit issued shall be valid only for the location described on the application therefor.

8-3.04. Permission to cover work.

It shall be unlawful for any person to lath over, seal, cover, or conceal any electrical wiring or other electrical equipment, for the installation of which a permit is provided for in this chapter, until such electrical wiring or other electrical equipment shall have been inspected and approved by the Building Official, The Building Official, shall have the power to remove, or to require the removal of, any obstruction which prevents the proper inspection of any electrical equipment.

8-3.05 - Connections.

It shall be unlawful to energize, or cause or permit to be energized, any electrical wiring coming under the provisions of this chapter until such electrical wiring shall have been inspected and approved by the

Building Official; provided, however, the Building Official, may give written temporary permission to furnish electric current to, or the use of electric current through, any electrical wiring for a length of time not exceeding thirty (30) days if it appears to the Building Official, that such electrical wiring may be used safely for such purposes and that there exists an urgent necessity for such use.

8-3.06. Reinspections.

1. The Building Official is hereby authorized and empowered to make, at such times and as often as in his discretion it may seem necessary, a thorough reinspection of the installation in or on any building, structure, or premises of all electrical wiring, electrical devices, and electrical material now installed or that may hereafter be installed within the City. When the installation of any such wiring device or material is found to be in a dangerous or unsafe condition, the person, firm, corporation, or governmental agency owning, using, or operating the same shall be notified in writing and shall make the necessary repairs or changes required to place such wiring, device, or material in a safe condition and to have such work completed within a period of ten (10) days after such notice, or within such other reasonable period specified by the Building Official in such notice, and shall pay such fees as are required by the provisions of this chapter.

2. The Building Official is hereby empowered to disconnect, or to order the discontinuance of, electrical service to wiring, devices, or materials found to be defective until the installation of such wiring, devices, or materials has been made safe as directed by the Building Official, and any person, firm, corporation, political subdivision, or governmental agency ordered to discontinue such electrical service shall do so within twenty-four (24) hours after the receipt of such notice and shall not reconnect such service or allow the service to be reconnected until notified so to do by the Building Official.

8-3.07. Plans and specifications.

Plans and specifications, when required, shall be filed with the Building Official, and approved prior to applying for an electrical permit and installing any wiring. When a plan check is required, a plan- check fee as specified by resolution adopted or amended by the City Council may be charged.

8-3.08. Violations

A. Any person who violates a provision of this Electrical Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Electrical Code, is guilty of a misdemeanor, and each such

person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Electrical Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Electrical Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Electrical Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 3. Chapter 6 (Plumbing Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-6.01 - California Plumbing Code Adopted by Reference.

A. Except as hereinafter provided, the 2022 California Plumbing Code, Title 24 Part 5 of California Code of Regulations, including any amendments and appendices thereof, as published by the International Association of Plumbing and Mechanical Officials is hereby adopted by reference as the Plumbing Code for the City of Maywood ("Plumbing Code").

B. Not less than one copy of said of 2022 California Plumbing Code, Title 24 Part 5 of California Code of Regulations together with any and all amendments thereto proposed by the City of City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Plumbing Code is in force.

8-6.02 - Violation; Penalties.

A. Any person who violates a provision of this Plumbing Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Plumbing Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Plumbing Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Plumbing Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Plumbing Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 4. Chapter 12 (Mechanical Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-12.01 - California Mechanical Code Adopted by Reference.

A. Except as provided herein, the 2022 California Mechanical Code, Title 24 Part 4 of California Code of Regulations, as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the Mechnical Code for the City of Maywood ("Mechanical Code").

B. Not less than one copy of said of 2022 California Mechanical Code, Title 24 Part 4 of California Code of Regulations together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Mechanical Code is in force.

8-12.02 - Violations.

A. Any person who violates a provision of this Mechanical Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Mechanical Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Mechanical Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Mechanical Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Mechanical Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 5. Chapter 13 (Energy Conservation Regulations) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

"Chapter 13 - California Energy Code.

8-13.01 - California Energy Code Adopted by Reference.

A. The 2022 edition of the California Energy Code, as published by the in California Code of Regulations Title 24, Part 6, is hereby adopted by reference as the Energy Code for the City of Maywood ("Energy Code") .

B. Not less than one copy of said of 2022 California Energy Code, Title 24 Part 6 of California Code of Regulations, together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Energy Code is in force.

8-13.02. Violations.

A. Any person who violates a provision of this Energy Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Energy Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Energy Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Energy Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Energy Code is guilty of

violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 6. Chapter 18 (Residential Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

Chapter 18 - RESIDENTIAL CODE

8-18.01 - California Residential Code adopted by reference.

A. Except as hereinafter provided, the 2022 California Residential Code, Title 24 Part 2.5 of California Code of Regulations, as published by the International Code Council, is hereby adopted by reference as the Residential Code for the City of Maywood ("Residential Code").

B. Not less than one copy of said 2022 California Residential Code, Title 24 Part 2.5 of California Code of Regulations, together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Residential Code is in force.

8-18.02 - Penalty—Violations.

A. Any person who violates a provision of this Residential Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Residential Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Residential Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Residential Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Residential Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this

code is a public nuisance and may be summarily abated by the city.

8-18.03 Effect of adoption

The adoption of the city residential code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

A. Actions and proceedings which began the effective date of this code.

B. Prosecution for ordinance violations committed before the effective date of this code.

C. Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.

D. Bonds and cash deposits are required to be posted, filed or deposited pursuant to any ordinance.

E. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

SECTION 7. Chapter 19 (Green Building Standards Code) of Title 8 (Building Regulations) of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

8-19.01 - California Green Building Standards Code Adopted by Reference.

A. The 2022 edition of the California Green Building Standards Code, California Code of Regulations Title 24, Part 11, is hereby adopted by reference as the Green Building Standards Code for the City of Maywood ("Green Building Code").

B. Not less than one copy of said 2022 Green Building Standards Code, Title 24 Part 11 of California Code of Regulations together with any and all amendments thereto proposed by the City of Maywood, shall be maintained in the office of the City Clerk, and shall be made available for public inspection while the Green Building Code is in force.

8-19.02 - Violations: Penalties.

A. Any person who violates a provision of this Green Building Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued

under the provisions of this Green Building Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Green Building Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Green Building Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Green Building Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 8. A new Chapter 22 (International Property Maintenance Code) is hereby added to Title 8 (Building Regulations) of the Maywood Municipal Code to read as follows:

8-22.01 - Adoption of the International Property Maintenance Code.

Except as hereinafter provided, the International Property Maintenance Code, 2021 Edition, published by the International Code Council, is hereby adopted by reference as the Property Maintenance Code of the City of Maywood. A copy of the International Property Maintenance Code, 2021 Edition, shall be maintained in the office of the City Clerk of the City of Maywood and shall be made available for public inspection while this Code is in force.

8-22.02. Violations.

A. Any person who violates a provision of this Property Maintenance Code or fails to comply with any of the requirements thereof, or of a permit or certificate issued under the provisions of this Property Maintenance Code, is guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Property Maintenance Code is committed. Each person shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both a fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue.

B. For every violation determined to be an infraction under the Property

Maintenance Code, such violation is punishable in such manner and to such extent as is provided by Section 1-2.01(b) of the Maywood Municipal Code.

C. Violations Including Aiding, Abetting, and Concealing. Every person who causes, aids, abets or conceals the fact of a violation of this Property Maintenance Code is guilty of violating this code.

D. Enforcement by Civil Action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

SECTION 9. CEQA. This proposed ordinance is not subject to CEQA because the adoption of this ordinance is not a "project" pursuant to Section 15061(b)(3). Specifically, this ordinance is to adopt the California Building Code and additional codes by reference and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 10. 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 11. 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 12. 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 26th day of February, 2025.

_____

Mayra Aguiluz, Mayor

ATTEST:

_____
Jennifer Vasquez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

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

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance No. 25-04 was adopted at a regular meeting of the City Council of the City of Maywood held on the 26th day of February, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Daisy Guerrero, City Clerk

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 14.

DATE: January 22, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF APPROVING AN EMERGENCY EXTENSION BETWEEN THE CITY OF MAYWOOD AND CROSSTOWN ELECTRICAL & DATA, INC. TO EXTEND THE CONTRACT AGREEMENT FOR AN ADDITIONAL THREE MONTHS

RECOMMENDATION:
Staff recommends that the City Council approve an emergency extension of the contract agreement between the City of Maywood and Crosstown Electrical & Data, Inc., extending the agreement by three months to April 7, 2025.

BACKGROUND:
On August 16, 2019, the City Council approved the issuance of a Request for Proposals (RFP) for traffic signals, signs, and streetlight maintenance services. The City received three bids and, upon evaluation, Computer Service Company (CSC) was chosen to provide services to the City. On November 13, 2019, the City Council awarded CSC with the traffic signal, sign, and streetlight maintenance-services contract for three years with two-one-year extensions. CSC in 2020 was purchased by the company Crosstown Electrical Data Inc. (“Crosstown”) and the agreement was formally assigned to them.

The contract allowed for two one-year extensions and these completed in 2023-2024 and went through to January 7, 2025.

In addition in February 22, 2023, the City Council approved Amendment No. 2 to the agreement to increase compensation from $90,000 to $100,350 for services during the extended terms based off the Consumer Price Index (CPI) requested by Crosstown.

DISCUSSION:
City staff is requesting that the City Council approve the emergency extension contract agreement with Crosstown, to allow for City staff to prepare and conduct proper Request for Proposals and the issuance of awarding a contract to a future traffic signals, signs, and streetlight maintenance service company. Municipal Code Section 3-4.13 - Exceptions to competitive bidding (a), provides that the City Manager may approve the Agreement with the concurrence that if an emergency exists, it shall be approved by four-fifths (4/5) vote of the City Council.

Approval of the emergency contract extension will provide for the continuous and proper maintenance of all City signalized intersections and City-owned streetlights. The City has been working with Crosstown for the past few years and has found their performance to be very reliable and efficient. Approval will allow for all City-

owned lights to continue being maintained functionally and illuminating city streets, further promoting public safety Citywide.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
The three months contract extension is estimated to be $30,000. This amount will be allocated as follows:

1)-General Fund 100- $6,000
2)-Gas Tax Fund 212- $19,200
3)-Street Lighting District Fund 251- $4,800

ATTACHMENT(S)
1. Emergency Extension between Crosstown and the City of Maywood

January 23, 2025

Dave Herrmance

Dave Herrmance
Crosstown Electrical & Data, Inc.
805 Todd Avenue
Azusa, CA 91702

Re: Emergency Extension Agreement Between the City of Maywood and Crosstown Electrical & Data, Inc. (“Agreement”)

Dear Mr. Herrmance,

As you know, the City of Maywood (“City”) entered into a professional services agreement with Crosstown Electrical & Data, Inc. on January 14, 2020 (“Agreement”) for a three-year term.

The purpose of this letter is to approve the emergency extension to the Terms of the Agreement. In accordance with the Municipal Code (MMC) Section 3-4.13 - Exceptions to competitive bidding(a), the City Manager may approve the Agreement with the concurrence that if an emergency exists, it shall be approved by four-fifths (4/5) vote of the City Council. Accordingly, the emergency extension is hereby extended through April 7, 2025, with a maximum compensation of $30,000.

Please verify that all insurance and permit information required by the Agreement is updated. Such documentation may be sent to daisy.guerrero@cityofmaywood.org. If you agree with the terms and conditions, please have sign below, and return a copy of this signed letter to Daisy Guerrero at daisy.guerrero@cityofmaywood.org.

By signing below, I agree to the extension of the term as stated herein of the above referenced Agreement.

By: _____	By: _____
Date: _____	Date: _____
President, Dave Herrmance	City Manager, Jennifer E. Vasquez
Crosstown Electrical & Data, Inc.	City of Maywood