



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

WEDNESDAY, AUGUST 27, 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

CITY CLERK
Jennifer E. Vasquez

MAYOR PRO TEM
Heber Marquez

CITY TREASURER
Jennifer E. Vasquez

COUNCIL MEMBERS
Eddie De La Riva
Frank Garcia
Jaime Flores

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/85621851613> 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 miguel.leon@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. PRESENTATIONS

PRESENTATION BY LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD MEMBER KARLA GRIEGO ON DISTRICT PLANS FOR THE UPCOMING SCHOOL YEAR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

VII. 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.

1. MINUTES FOR THE AUGUST 18, 2025, SPECIAL CITY COUNCIL MEETING
2. MINUTES FOR THE JULY 30, 2025, REGULAR CITY COUNCIL MEETING
3. MONTHLY CASH AND INVESTMENT REPORT JULY 2025
4. REVENUE REPORT JULY 2025
5. CONSIDERATION OF ADOPTING RESOLUTION NO. 6429 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6430 APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF A LAND USE COVENANT (DEED RESTRICTION) AND APPROVAL OF A SITE ACCESS AGREEMENT BOTH FOR THE FORMER ARMSTRONG/W.W. HENRY SITE CLOSURE AT SPEAKER ANTHONY RENDON RIVERFRONT PARK
7. CONSIDERATION OF ADOPTING RESOLUTION NO. 6431 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR 2025-26B FISCAL PERIOD JANUARY 1, 2026, THROUGH JUNE 30, 2026 FOR DEPARTMENT OF FINANCE SUBMISSION
8. ACCEPTANCE OF PAVEMENT REHABILITATION PROGRAM FY 2024-2025, CITY PROJECT NO. 6224
9. CONSIDERATION OF ADOPTING RESOLUTION NO. 6432 APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY
10. REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES FOR PUBLIC FACILITIES ADA IMPROVEMENTS PROJECT
11. CONSIDERATION OF THE APPROVAL OF A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF THE GATEWAY CITIES REGIONAL FIBER OPTIC NETWORK (GCRFON)
12. CONSIDERATION OF AWARDING A COOPERATIVE PURCHASING AGREEMENT TO ZOOM RECREATION, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT BENITO JUÁREZ PARK FOR PARK IMPROVEMENTS PROJECT FY 24-25
13. ACCEPTANCE OF MAYWOOD PUBLIC WORKS YARD FENCE REPLACEMENT PROJECT, CITY PROJECT NO. 6122

VIII. DISCUSSION/ACTION ITEMS

14. CONSIDERATION OF A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SLWA INSURANCE SERVICES, FOR AN INITIAL TERM OF THREE (3) YEARS

IX. 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.

- X. **ADJOURNMENT** - The next Regular Meeting of the Maywood City Council is September 24, 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.





City of Maywood / LASD

July Crime Statistics



	June'25	Jul'24	Jul'25	Change in Incidents
Crimes Against a Person				
Homicide	1	0	0	No Change
Sexual Assault	0	0	1	↑ 1 incident
Aggravated Assault	5	19	10	↓ 9 incidents
Crimes Against Property				
Robbery (Armed)	0	5	2	↓ 3 incidents
Robbery (Other)	2	5	4	↓ 1 incident
Burglary (Residential)	1	1	1	No Change
Burglary (Other)	3	10	0	↓ 10 incidents
Grand Theft	4	7	2	↓ 5 incidents
Theft from Vehicle	6	8	0	↓ 8 incidents
Petty Theft	0	0	6	↑ 6 incidents
Auto Theft	7	17	14	↓ 3 incidents
Arson	1	1	0	↓ 1 incident



MEETING MINUTES

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

MONDAY, AUGUST 18, 2025 AT 5:00 PM

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

I. CALL TO ORDER/ROLL CALL

Mayor Aguiluz called the meeting to order at 5:19 p.m. Deputy City Clerk Miguel Leon conducted roll call. Present: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Member Garcia, Council Member Flores. Late Arrival: Council Member De La Riva arrived at 5:21 p.m.

II. CITY OFFICIALS

MAYOR
Mayra Aguiluz (Present)

CITY CLERK
Jennifer E. Vasquez (Present)

MAYOR PRO TEM
Heber Marquez (Present)

CITY TREASURER
Jennifer E. Vasquez (Present)

COUNCIL MEMBERS
Eddie De La Riva (Present – Late Arrival)
Frank Garcia (Present)
Jaime Flores (Present)

CITY MANAGER
Jennifer E. Vasquez (Present)

CITY ATTORNEY
Roxanne Diaz (Present)

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IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

No comments were provided.

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

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No public comments were received.

VI. DISCUSSION/ACTION ITEMS

1. CONSIDERATION TO APPROVE (I) AN AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF MAYWOOD AND THE CESAR CHAVEZ FOUNDATION; AND (II) AN OPTION TO LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 5102 AND 5100 DISTRICT BOULEVARD

City Attorney Diaz provided the report on the Amendment to the Exclusive Negotiating Agreement and the Option to Lease Agreement. Acquisition Director Steve Hernandez of the Cesar Chavez Foundation also provided information on the item.

Motion to approve was made Council Member Garcia, and seconded by Council Member De La Riva. Motion passed by the following vote:
Ayes: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Members De La Riva, Garcia
Noes: Council Member Flores

Absent: None

- VII. **ADJOURNMENT** - The meeting was adjourned at 5:56 p.m. The next Regular Meeting of the Maywood City Council is August 27, 2025, at 6:00 p.m. in the City Council Chambers.

Attest by: _____
Deputy City Clerk, Miguel Leon

Approved by: _____
Mayor, Mayra Aguiluz



MEETING MINUTES

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

WEDNESDAY, JULY 30, 2025 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 Aguiluz called the meeting to order at 5:30 PM. Deputy City Clerk Miguel Leon conducted roll call. Present: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Member De La Riva, Council Member Flores. Late Arrival: Council Member Garcia arrived at 5:37 P.M.

II. CITY OFFICIALS

MAYOR
Mayra Aguiluz (Present)

CITY CLERK
Jennifer E. Vasquez (Present)

MAYOR PRO TEM
Heber Marquez (Present)

CITY TREASURER
Jennifer E. Vasquez (Present)

COUNCIL MEMBERS
Eddie De La Riva (Present)
Frank Garcia (Present – Late Arrival)
Jaime Flores (Present)

CITY MANAGER
Jennifer E. Vasquez (Present)

CITY ATTORNEY
Roxanne Diaz (Present – via teleconference)

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IV. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS, GOVERNMENT CODE SECTION 54956.8; 5102 DISTRICT AVENUE AND 5110 DISTRICT AVENUE (SUCCESSOR AGENCY TO FORMER MAYWOOD COMMUNITY DEVELOPMENT COMMISSION); SUCCESSOR AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER; NEGOTIATING PARTIES: CESAR CHAVEZ FOUNDATION; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH LABOR NEGOTIATOR, GOVERNMENT CODE SECTION 54957.6: CITY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER; EMPLOYEE ORGANIZATIONS: AFSCME DISTRICT COUNCIL 36, LOCAL 4319, MAYWOOD EMPLOYEES ASSOCIATION

The City Council recessed into Closed Session at 5:31 p.m.

City Attorney Diaz announced there was no reportable action on Closed Session Item 1 (Conference with Real Property Negotiators). The City Council then reconvened into open session at 6:05 p.m. to continue with the regular meeting.

At the conclusion of the regular meeting, the City Council reconvened into Closed Session at 7:46 p.m. for Item 2 (Conference with Labor Negotiator). City Attorney Diaz announced there was no reportable action.

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

The City Council provided their comments.

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

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

The following individuals provided public comments on agenda items:

1. Melvin Valiente
2. Magybet Mendez
3. Diana Morales
4. David Perez

VII. PRESENTATIONS

CITY OF MAYWOOD FISCAL YEAR 2024-2025 AUDIT REPORT BY VAN LANT & FANKHANEL, LLP

City Manager Vasquez introduced Brett Van Lant partner of Van Lant & Fankhanel, LLP, who provided a presentation on the Fiscal Year 2024-2025 Audit Report.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

Special Assignment Deputy Peña provided a brief monthly presentation on the City's crime statistics and updates.

VIII. CONSENT CALENDAR – Mayor Pro Tem Marquez requested that Items 6, 7, and 8 be pulled for separate discussion.

Council Member De La Riva motioned to approve Consent Calendar Items 1, 2, 3, 4, 5, and 9, seconded by Mayor Aguiluz. Motion passed by the following vote: Ayes: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Members De La Riva, Flores, and Garcia.

1. MINUTES FOR THE JUNE 25, 2025, REGULAR CITY COUNCIL MEETING
2. MONTHLY CASH AND INVESTMENT REPORT JUNE 2025
3. REVENUE REPORT JUNE 2025
4. CONSIDERATION OF ADOPTING RESOLUTION NO. 6425 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
5. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR MUNICIPAL ENGINEERING AND TRAFFIC ENGINEERING SERVICES
6. CONSIDERATION OF APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION (METRO) AUTHORITY

FOR GRANT FUNDING UNDER THE SOUTHEAST LOS ANGELES TRANSIT
IMPROVEMENTS PROJECT (SELA TIP) FOR THE MAYWOOD BUS SHELTER
INSTALLATION PROJECT

7. CONSIDERATION OF ADOPTING RESOLUTION NO.6426 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD CONDEMNING FEDERAL IMMIGRATION ENFORCEMENT PRACTICES THAT IMPACT THE REGION AND REAFFIRMING MAYWOOD'S COMMITMENT TO A SAFE, INCLUSIVE, AND WELCOMING COMMUNITY FOR ALL RESIDENTS
8. CONSIDERATION OF ADOPTING RESOLUTION NO. 6427 IN SUPPORT OF THE LOWER LA RIVER PARA TODOS CAMPAIGN
9. CONSIDER APPROVAL OF THE PUBLIC HEALTH SERVICES CONTRACT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

Pulled Consent Calendar Items

Item 6 – Memorandum of Understanding (MOU) with Metro for Grant Funding under the Southeast Los Angeles Transit Improvements Project (SELA TIP)

The City Council considered the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro) for grant funding under the Southeast Los Angeles Transit Improvements Project (SELA TIP) for the Maywood Bus Shelter Installation Project. Motion to approve by Mayor Pro Tem Marquez, seconded by Council Member Garcia. Motion passed by the following vote: Ayes: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Members De La Riva, Garcia, and Flores.

Item 7 – Resolution No. 6426 Condemning Federal Immigration Enforcement Practices

The City Council considered Resolution No. 6426 condemning federal immigration enforcement practices that impact the region and reaffirming Maywood's commitment to a safe, inclusive, and welcoming community for all residents. Motion to approve by Mayor Pro Tem Marquez, seconded by Mayor Aguiluz. Motion passed by the following vote: Ayes: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Members De La Riva, Garcia, and Flores.

Item 8 – Resolution No. 6427 in Support of the Lower LA River Para Todos Campaign

The City Council considered Resolution No. 6427 in support of the Lower LA River Para Todos Campaign. Motion to approve by Mayor Pro Tem Marquez, seconded by Council Member Garcia. Motion passed by the following vote: Ayes: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Members De La Riva, Garcia, and Flores.

IX. DISCUSSION/ACTION ITEMS

10. CONSIDERATION TO APPROVE COMMUNITY BENEFIT FUND APPLICATION FROM SOUTHEAST COMMUNITY FOUNDATION (SCF) IN THE AMOUNT OF \$14,960 FOR TUTORING SERVICES

Amy Condit, Cassandra Harris, and Carmen Martinez, representing the Southeast Community Foundation, provided a presentation on the Community Benefit Fund application in the amount of \$14,960 for tutoring services. Motion to approve by Mayor Pro Tem Marquez, seconded by Council Member De La Riva. Motion passed by the following vote: Ayes: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Members De La Riva, Garcia, and Flores.

11. MAYWOOD TEEN CENTER IMPROVEMENT PROJECT UPDATE

City Manager Vasquez provided an overview of the Maywood Teen Center Improvement Project, followed by a presentation from Amit Bhargava of IDS Group. The City Council received and filed the report. No formal action was required.

12. APPROVAL OF THE THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND JENNIFER E. VASQUEZ AND ADOPTION OF RESOLUTION NO. 6428 UPDATING AND AMENDING THE SALARY SCHEDULE RELATED TO THE CITY MANAGER

City Attorney Roxanne Diaz presented a report on the Third Amendment to the City Manager Employment Agreement between the City of Maywood and Jennifer E. Vasquez and adoption of Resolution No. 6428 updating and amending the salary schedule related to the City Manager. Motion to approve by Mayor Aguiluz, seconded by Council M Motion passed by the following vote: Ayes: Mayor Aguiluz, Mayor Pro Tem Marquez, Council Members De La Riva, Garcia, and Flores.

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.

The following individuals participated in public comments:

1. Anselmos Salas
2. David Perez

XI. ADJOURNMENT - The meeting was adjourned at 8:13 p.m. The next Regular Meeting of the Maywood City Council is August 27, 2025, at 6:00 p.m. in the City Council

Chambers.

Attest by: _____
Deputy City Clerk, Miguel Leon

Approved by: _____
Mayor, Mayra Aguiluz

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT JULY 2025

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for July 2025.

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.

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 the end of the month. The 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 balances as of July 31, 2025.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. July 2025 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of July 31, 2025

Description	Type	Ending Balance as of 7/31/2025
A - Non-Investment Cash Accounts		
US Bank - Corporate Checking	Cash	\$ 3,270,460.87
Total Cash Accounts		<u>\$ 3,270,460.87</u>
B - Investment Accounts		
Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$ 16,539,192.20
California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,167,910.59
California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,075,622.14
Total Investment Accounts		<u>\$ 18,782,724.93</u>
Total Cash and Investments		<u>\$ 22,053,185.80</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT JULY 2025

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report for the month of July 2025.

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 gradually begin to align with the projected budget. See attachment 1 and 2 for revenue details comparison between July 2024 and July 2025 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 2025 - City of Maywood FY 2025-2026 General Fund
2. July 2025 - City of Maywood FY 2025-2026 Special Revenue

Year-To-Date Revenue Report-General Fund

FY 2025-2026

As of July 31, 2025

Acct #	Account Description	Adopted Budget FY 2025-26	July 2024	July 2025	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Taxes:							
Various	Property Taxes	\$ 793,230	\$ -	\$ -	\$ -	0.00%	Major payments receive in December and March.
4203/4302	Franchise & Collectors Fee	604,000	-	-	-	0.00%	Received Quarterly.
4211	Utility Users Tax	1,500,000	-	-	-	0.00%	Received in the following month.
4206	Transfer Tax	16,000	-	-	-	0.00%	Based on activities.
4202	Transient Occupancy Tax (TOT)	83,000	-	-	-	0.00%	Received Quarterly.
4212	Cannabis Sales Tax	1,650,000	-	-	-	0.00%	Received Quarterly.
4201	Sales and Use Tax (Retail Sales Tax)	2,240,720	-	-	-	0.00%	Received in the following month.
Taxes Total		6,886,950	-	-	-	0.00%	
Licenses & Permits:							
4301	Compliance Program Fee	47,810	-	-	-	0.00%	Payment is generally received in March.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,220	1,526	1,161	(365)	8.78%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	100,000	8,779	22,233	13,454	22.23%	Fees fluctuate based on activities.
Various	Other Fees & Permits	25,694	738	732	(6)	2.85%	Fees fluctuate based on activities.
4320	Occupancy Permits	1,200	-	-	-	0.00%	Fees fluctuate based on activities.
4313	Building Permits	70,000	6,983	6,866	-117	9.81%	Fees fluctuate based on activities.
4751	Rental Registry Program Fees	60,000	-	2,214	2,214	0.00%	The City started collecting the fees in January 2025.
4307	Commercial Cannabis Renewal Fees	74,250	-	-	-	0.00%	Five business licenses: one due in December and four due in April.
4322	Parking Permits	65,000	100	-	(100)	0.00%	Parking Permits issued during Sept.
4311	Apartment License	22,000	-	-	-	0.00%	Majority of payments are received in January-March.
4205	Business License Tax	267,000	-	-	-	0.00%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	30,600	-	-	-	0.00%	State Allocation.
4107	Motor Vehicle License Fee (VLF) in lieu	3,783,840	-	-	-	0.00%	City receives two payments per year: January and May.
Licenses and Permits Total		4,560,614	18,126	33,206	15,080	0.73%	
Charges for Services:							
4704	Plan Check Fees	65,000	3,488	1,914	(1,574)	2.94%	Fees fluctuate based on activities.
4702	Rents & Concessions	25,005	3,969	2,084	(1,885)	8.33%	Monthly payments.
Charges for Services Total		90,005	7,457	3,998	(3,459)	4.44%	

Year-To-Date Revenue Report-General Fund

FY 2025-2026

As of July 31, 2025

Acct #	Account Description	Adopted Budget FY 2025-26	July 2024	July 2025	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Fines and Forfeitures:							
4401	Penalties: Apartment & Business Lic	13,000	-	-	-	0.00%	Penalties generally occur after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	240,000	-	-	-	0.00%	Monthly Payments.
4403	Citations: Administrative	5,000	-	400	400	8.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	450,000	1,940	2,085	145	0.46%	Fees fluctuate based on activities. Payments are received two months after the citations
Fines and Forfeitures Total		708,000	1,940	2,485	545	0.35%	
Leases and Concessions:							
4501	Leased Property Rental Income	59,880	2,500	5,064	2,564	8.46%	Payments received monthly.
Leases and Concessions Total		59,880	2,500	5,064	2,564	8.46%	
Miscellaneous:							
4817	Good Corporate Citizen Program	21,000	-	-	-	0.00%	Payment is generally received in March.
4803	Interest Income	550,000	-	-	-	0.00%	Internal allocations are done quarterly.
4821	Other Interest Income	8,950	-	-	-		
4809	Miscellaneous Revenue	10,000	910	5	(905)	0.05%	Amount received varies from year to year.
4814	Refunds & Overpayments-Reimb	10,000	-	-	-	0.00%	Amount received varies from year to year.
4816	Rebates & Insurance Claims Pymts	2,000	-	-	-	0.00%	Amount received varies from year to year.
4819	Donations	20,000	-	1,600	1,600	8.00%	Amount received varies from year to year.
Various	County/State/Federal Grants	-	-	-	-	0.00%	expenditures.
4850	Parks & Rec Revenues	2,600	-	-	-	0.00%	
4800	Transfer In -General	552,000	-	-	-	0.00%	
Miscellaneous Revenue Total		1,176,550	910	1,605	695	0.14%	
Pension/Retirement Fund:							
4830	Retiree Pension Levy	1,300,000	-	-	-	0.00%	Majority of payments are received in January & June.
Retiree Pension Levy Total		1,300,000	-	-	-	0.00%	
General Fund Revenue Total							
		\$ 14,781,999	\$ 30,933	\$ 46,358	\$ 15,425	0.31%	

Year-To-Date Revenue Report-Special Revenue Funds
FY 2025-2026
As of July 31, 2025

Fund #	Fund Description	Adopted Budget FY 2025-26	July 2024	July 2025	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(A/C)	
212	Gas Tax Fund	\$ 749,414	\$ -	\$ -	\$ -	0.00%	Received monthly.
214	Transportation Development Act (TDA) Bikeway	100,026	-	-	-	0.00%	Reimbursement based on actual expenditures.
216	SB-1 Road Maintenance Rehabilitation Act Fund	657,040	-	-	-	0.00%	Received monthly.
221	Proposition A Transit Fund	632,687	63,757	56,803	(6,954)	8.98%	Received monthly.
222	Proposition C Transit Fund	541,131	53,197	47,248	(5,949)	8.73%	Received monthly.
223	Air Quality Management District (AQMD) Fund	32,500	-	-	-	0.00%	Received quarterly.
224	Measure R Transit Fund	413,474	39,661	35,333	(4,328)	8.55%	Received monthly.
225	Measure M Transit Fund	470,937	44,912	40,106	(4,806)	8.52%	Received monthly.
227	LACMTA - Exchange STP-L for Metro Fund	75,014					
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	175,000	-	-	-	0.00%	Received monthly.
243	Community Development Block Grant (CDBG)	632,388	-	-	-	0.00%	Reimbursement based on actual expenditures.
251	Street Lighting Fund	204,520	-	-	-	0.00%	Payments start in November.
261	Federal / State / County Grants	18,894,412	-	-	-	0.00%	Reimbursement based on actual expenditures.
272	Measure A Park Fund	634,746	-	-	-	0.00%	Reimbursement based on actual expenditures.
280	Measure W Safe Clean Water Program Fund	175,000	-	-	-	0.00%	Payment Starts in December.
412	Sewer Enterprise Fund	-	-	-	-	0.00%	Payment Starts in November.
501	PLHA Fund (Permanent Local Housing Allocation)	267,788	-	-	-	0.00%	Reimbursement based on actual expenditures.
611	Redevelopment Successor Agency Fund	-	-	-	-	0.00%	
Special Revenue Funds Total		\$ 24,656,077	\$ 201,527	\$ 179,490	\$ (22,037)	0.73%	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6429 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 ACH registers and payroll wire transfers dated 7/8/2025 through 8/15/2025 and adopt Resolution NO. 6429 approving the 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 all disbursement documents to ensure that they meet the approval requirements and adequate support documentation.

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's adopted City Budget.

A1.1 Prepayment - 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 Prepaid and or to-be-paid for Regular Payments. These "disbursements" are accounted for in the FY 2024-25 and FY 2025-26 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 \$2,073,150.85 for the period from 7/8/2025 to 8/15/2025. This amount consists of Warrant Registers of \$1,009,681.60, ACH registers of \$937,634.73 and Payroll Wire Transfers of \$125,834.52.

ATTACHMENT(S)

1. Resolution No.6429 Approving the Warrants for Register 8.27.25
2. Exhibit A Summary Warrant Demand 8.27.25
3. Exhibit B Warrant Register Detail 8.27.2025

RESOLUTION NO. 6429

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire
Transfers/Automated Clearing House (ACH) Transactions for \$2,073,150.85 are hereby
ratified:

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

PASSED, APPROVED AND ADOPTED THIS 27th day of August 2025.

Mayra Aguiluz, Mayor

ATTEST:

APPROVED AS TO FORM:

Miguel Leon, Deputy City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Miguel Leon, 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.6429, 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 27th day of August, 2025, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Miguel Leon, Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, August 27, 2025

Accounts Payable

	Amount
Accounts Payable void warrants for payment:	\$ -
Accounts Payable prepaid warrants for payment: Checks No. 093615 - 093721	1,009,681.60
Accounts Payable regular warrants for payment: ACH No. 381 - 413	<u>937,634.73</u>
Sub-total	\$ <u>1,947,316.33</u>

Payroll /Wire Transfer

07/31/25 Payroll Pay Period 7/13/2025 - 7/26/2025	62,204.31
08/14/25 Payroll Pay Period 7/27/2025 - 8/9/2025	<u>63,630.21</u>
Sub-total	\$ <u>125,834.52</u>

Total Demands	<u><u>\$ 2,073,150.85</u></u>
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Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
093615	P	7/22/2025	Van Lant & Fankhanel LLP	11,000.00	City's FY23-24 Measure W Annual Audit Svcs	General Fund	100
		7/22/2025	Van Lant & Fankhanel LLP	37,400.00	City's FY23-24 Annual Audit Svcs	General Fund	100
093616	P	7/31/2025	Abigail Flores	48.00	Citation Refund 7/24/25	General Fund	100
093617	P	7/31/2025	Abila	1,125.00	MIP/Microix Cloud Subscriptions	General Fund	100
093618	P	7/31/2025	ACC Business	829.96	Internet Svcs 6/11/25 - 7/10/25	General Fund	100
093619	P	7/31/2025	AFSCME District Council 36	1,227.57	Dues May-Jun 2025	General Fund	100
093620	P	7/31/2025	Alta Environmental	1,079.48	Professional Svcs Jun 2025	General Fund	100
		7/31/2025	Alta Environmental	5,926.61	Professional Svcs Jun 2025	Measure W	280
093621	P	7/31/2025	Amazon Capital Services	128.29	Admin Dept- Black Toner 6/30/25	General Fund	100
		7/31/2025	Amazon Capital Services	397.30	Admin Dept- Toner Cartridges 6/30/25	General Fund	100
		7/31/2025	Amazon Capital Services	32.30	Admin Dept- Various Supplies 7/8/25	General Fund	100
		7/31/2025	Amazon Capital Services	33.96	CH- Coffee Cups 6/30/25	General Fund	100
		7/31/2025	Amazon Capital Services	72.32	CH-Variou Supplies 6/30/25	General Fund	100
		7/31/2025	Amazon Capital Services	(65.58)	City Clerk- Chair Mat 2/26/25	General Fund	100
		7/31/2025	Amazon Capital Services	237.04	CS Dept- Canopy 7/21/25	General Fund	100
		7/31/2025	Amazon Capital Services	170.51	CS Dept- Various Supplies 7/7/25	General Fund	100
		7/31/2025	Amazon Capital Services	164.61	PW Dept- Water Cooler Dispenser 7/8/25	General Fund	100
093622	P	7/31/2025	AT&T	31.58	Emergency Elevator Phone Svcs 6/10/25-7/9/25	General Fund	100
093623	P	7/31/2025	AT&T U-verse	107.00	CY Internet Svcs 7/19/25-8/18/25	General Fund	100
093624	P	7/31/2025	Benefit Coordinators Corporation (BCC)	1,643.58	Dental & Vision Benefits Jul 2025	General Fund	100
		7/31/2025	Benefit Coordinators Corporation (BCC)	173.56	Dental & Vision Benefits Jul 2025	Gas Tax Fund	212
		7/31/2025	Benefit Coordinators Corporation (BCC)	8.02	Dental & Vision Benefits Jul 2025	Prop A Fund	221
		7/31/2025	Benefit Coordinators Corporation (BCC)	32.24	Dental & Vision Benefits Jul 2025	Prop C Fund	222
		7/31/2025	Benefit Coordinators Corporation (BCC)	23.65	Dental & Vision Benefits Jul 2025	Measure R Fund	224
		7/31/2025	Benefit Coordinators Corporation (BCC)	64.50	Dental & Vision Benefits Jul 2025	Measure M Fund	225
		7/31/2025	Benefit Coordinators Corporation (BCC)	148.12	Dental & Vision Benefits Jul 2025	CDBG	243

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		7/31/2025	Benefit Coordinators Corporation (BCC)	6.45	Dental & Vision Benefits Jul 2025	Street Lighting Fund	251
		7/31/2025	Benefit Coordinators Corporation (BCC)	20.88	Dental & Vision Benefits Jul 2025	Successor Agency Fund	611
093625	P	7/31/2025	Bordin Semmer LLP	1,435.00	Legal Svcs Apr 2025	General Fund	100
		7/31/2025	Bordin Semmer LLP	568.49	Legal Svcs Mar 2025	General Fund	100
		7/31/2025	Bordin Semmer LLP	4,150.00	Legal Svcs Mar-Apr 2025	General Fund	100
		7/31/2025	Bordin Semmer LLP	3,019.61	Legal Svcs May 2025	General Fund	100
093626	P	7/31/2025	BPR Consulting Group LLC	14,461.78	Professional Svcs Jun 2025	General Fund	100
		7/31/2025	BPR Consulting Group LLC	1,894.32	Professional Svcs May 2025	General Fund	100
093627	P	7/31/2025	Brent Talmo	1,005.00	Retiree Medical Reimb Aug 2025	General Fund	100
093628	P	7/31/2025	Bruce Leflar	887.86	Retiree Medical Reimb Aug 2025	General Fund	100
093629	P	7/31/2025	Burke, Williams & Sorensen, LLP	8,240.35	Legal Svcs Mar 2025	General Fund	100
093630	P	7/31/2025	C J Concrete Construction, Inc.	3,631.20	Sidewalk Rehabilitation FY24-25 CDBG 6/30/25	CDBG	243
093631	P	7/31/2025	California Consulting Inc.	3,725.00	Grant Writing Svcs Jul 2025	General Fund	100
093632	P	7/31/2025	California Contract Cities Association - CCCA	4,700.00	Annual Membership FY25-26	General Fund	100
093633	P	7/31/2025	Celestial Air Conditioning Co. Inc.	1,072.08	PW Dept - Air Conditioner Svcs 7/17/25	General Fund	100
093634	P	7/31/2025	Christine M. Locher	426.70	Retiree Medical Reimb Aug 2025	General Fund	100
093635	P	7/31/2025	City of Bell	12,731.04	Shelter Bed Program Oct-Dec 2024 & Jan-Feb 2025	Permanent Local Housing Allocation	501
093636	P	7/31/2025	CoreLogic Solutions LLC.	150.00	Property Finder Svcs Jun 2025	General Fund	100
093637	P	7/31/2025	County of L.A. Dept. of Animal Control	9,980.16	Animal Control for Jun 2025	General Fund	100
093638* - 093639	P	7/31/2025	Crosstown Electrical & Data Inc.	424.43	Riverfront Park 6/18/25	General Fund	100
		7/31/2025	Crosstown Electrical & Data Inc.	302.00	Riverfront Park 6/24/25	General Fund	100
		7/31/2025	Crosstown Electrical & Data Inc.	310.83	6136 Prospect St 6/19/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	201.49	Slauson Ave & Alamo Ave 6/4/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	152.90	Slauson Ave & Corona Ave 6/4/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	144.92	Slauson Ave & Fishburn Ave 6/4/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	151.00	Slauson Ave & Gifford Ave 6/4/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	2,550.20	Slauson Ave & Gifford Ave 6/6/25	Gas Tax Fund	212

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		7/31/2025	Crosstown Electrical & Data Inc.	75.50	Slauson Ave & Maywood Ave 6/13/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	914.03	Slauson Ave & Maywood Ave 6/24/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	322.42	Slauson Ave & Pine Ave 6/4/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	2,550.20	Slauson Ave & Pine Ave 6/6/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	143.65	Slauson Ave & Randolph St 6/4/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	302.00	Slauson Ave & Woodlawn Ave 6/26/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	75.50	Slauson Ave & Woodlawn Ave 6/4/25	Gas Tax Fund	212
		7/31/2025	Crosstown Electrical & Data Inc.	1,125.00	City's Street Preventive Maintenance Jun 2025	Street Lighting Fund	251
093640	P	7/31/2025	Dave and Frank Automotive	224.93	Vehicle Repair VIN#308395 7/17/25	General Fund	100
093641	P	7/31/2025	Dewey Pest Control	162.50	Pest Control Svcs Jul 2025	General Fund	100
		7/31/2025	Dewey Pest Control	152.50	Pest Control Svcs Jun 2025	General Fund	100
093642	P	7/31/2025	Diana Cho & Associates	2,772.00	Code Enforcement Consulting Jun 2025	CDBG	243
		7/31/2025	Diana Cho & Associates	352.00	Consulting Svcs Park Impv Proj FY24-25 Jun 2025	CDBG	243
		7/31/2025	Diana Cho & Associates	440.00	Consulting Svcs Sidewalk Rehab Proj FY24-25 Jun 2025	CDBG	243
093643	P	7/31/2025	Faithful Door Solutions & Equipment, Inc.	1,983.16	CH- Lobby Door Svcs 7/10/25	General Fund	100
		7/31/2025	Faithful Door Solutions & Equipment, Inc.	1,227.08	CH-Building Gates Repairs 6/26/25	General Fund	100
093644	P	7/31/2025	GameTime	32,376.26	Maywood Park Playground Improvement Project 10-21-24	Grant Fund	261
093645	P	7/31/2025	George Clark Barrientos	200.00	Settlement Claim 5/27/25	General Fund	100
093646	P	7/31/2025	George Hills Company	1,016.90	City Claims/Adjuster Jun 2025	General Fund	100
093647	P	7/31/2025	Graffiti Protective Coatings Inc.	6,889.20	Citywide Graffiti Removal Jun 2025	General Fund	100
		7/31/2025	Graffiti Protective Coatings Inc.	11,110.80	Citywide Graffiti Removal Jun 2025	Gas Tax Fund	212
		7/31/2025	Graffiti Protective Coatings Inc.	5,232.93	Graffiti Bus Shelter Maint Apr 2025	Prop C Fund	222
		7/31/2025	Graffiti Protective Coatings Inc.	5,232.93	Graffiti Bus Shelter Maint Jun 2025	Prop C Fund	222
093648	P	7/31/2025	HD Supply formerly Home Depot Pro	63.99	PW Dept- Various Supplies 7/1/25	Gas Tax Fund	212
		7/31/2025	HD Supply formerly Home Depot Pro	70.95	PW Dept- Various Supplies 7/9/25	Gas Tax Fund	212
093649	P	7/31/2025	HdL Software LLC	2,122.39	Business License Processing Svcs Jun 2025	General Fund	100
093650	P	7/31/2025	Hinderliter de Llamas & Assoc.	12,500.00	Cannabis Management Prog Svcs Jun 2025	General Fund	100
093651	P	7/31/2025	Jennifer E. Vasquez	652.57	Reimb Lodging CM Conference 5/17/25	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
093652	P	7/31/2025	Jesus Cortez	48.00	Citation Refund 7/15/25	General Fund	100
093653	P	7/31/2025	Team Outfitters	1,989.00	Community Benefit Fund-MaCES Band T-Shirts 6/27/25	General Fund	100
093654	P	7/31/2025	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Svcs 6/15/25-7/14/25	General Fund	100
093655	P	7/31/2025	L.B. Johnson Hardware #1	49.53	PW Dept - Various Supplies 7/10/25	General Fund	100
		7/31/2025	L.B. Johnson Hardware #1	25.22	PW Dept- Various Supplies 7/11/25	General Fund	100
093656	P	7/31/2025	Laura Ahrens	768.52	Retiree Medical Reimb Aug 2025	General Fund	100
093657	P	7/31/2025	Mayra Aguiluz	861.33	Reimb Lodging Conference - City Council 5/18/25	General Fund	100
093658	P	7/31/2025	Maywood Car Wash	431.14	City Vehicles Fuel & Car Wash Jun 2025	General Fund	100
093659	P	7/31/2025	Maywood Mutual Water No.1	138.93	3530 E Slauson Ave 4/23/25-6/24/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	232.85	3630 E Slauson Ave 4/23/25-6/24/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	218.02	3728 E Slauson Ave 4/23/25-6/24/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	89.49	4400 E Slauson Ave 4/21/25-6/24/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	69.72	4400 E Slauson Ave 4/23/25-6/24/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	89.49	5921 Atlantic Ave 4/23/25-6/24/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	69.72	5961 Atlantic Ave 4/23/25-6/24/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	158.70	6027 Atlantic Ave 4/21/25-6/20/25	General Fund	100
		7/31/2025	Maywood Mutual Water No.1	163.65	6135 Atlantic Ave 4/21/25-6/20/25	General Fund	100
093660	P	7/31/2025	Olivarez Madruga Law Organization, LLP	2,046.00	Legal Svcs 6/30/25	General Fund	100
093661	P	7/31/2025	PETTY CASH	101.58	Petty Cash Reimb 7/25/25	General Fund	100
093662	P	7/31/2025	Phoenix Group Information Systems	203.43	Admin Citations Processing Fee Jun 2025	General Fund	100
093663	P	7/31/2025	BlueTriton Brands, Inc.	289.89	CH & PW Dept Drinking Water 6/25/25-7/25/25	General Fund	100
093664	P	7/31/2025	Revueltas Landscape Inc	6,020.00	Landscaping Svcs Jun 2025	General Fund	100
		7/31/2025	Revueltas Landscape Inc	4,325.00	Landscaping Svcs Jun 2025	Gas Tax Fund	212
093665	P	7/31/2025	Robert Leach	1,005.00	Retiree Medical Reimb Aug 2025	General Fund	100
093666	P	7/31/2025	Romo Planning Group, Inc.	6,348.00	Professional Svcs- Jun 2025	General Fund	100
093667	P	7/31/2025	Ronald Lindsey	1,690.43	Retiree Medical Reimb Aug 2025	General Fund	100
093668	P	7/31/2025	Sanchez Awards	152.83	City Council & Staff Name Plate 7/5/25	General Fund	100
		7/31/2025	Sanchez Awards	398.70	City Council Plaques 7/5/25	General Fund	100
093669	P	7/31/2025	Southeast Rio Vista YMCA	13,262.00	YMCA Yearly Programming- Swim Lesson, Day Camp Mar-Jun 2025	Local Fiscal Recovery Fund	273

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
093670	P	7/31/2025	Staples Business Advantage	66.18	CH-Various Office Supplies 6/30/25	General Fund	100
		7/31/2025	Staples Business Advantage	544.74	CH-Various Office Supplies 7/12/25	General Fund	100
		7/31/2025	Staples Business Advantage	224.96	CH-Various Office Supplies 7/19/25	General Fund	100
093671	P	7/31/2025	T-MOBILE	590.95	Cell Phone Svcs 6/21/25-7/20/25	General Fund	100
093672	P	7/31/2025	Quadient Finance USA Inc.	150.00	Postage Usage Jul 2025	General Fund	100
093673	P	7/31/2025	Transtech Engineers Inc	79.00	CIP Management Svcs May 2025	General Fund	100
		7/31/2025	Transtech Engineers Inc	30,173.25	General City Engineering Svcs May 2025	General Fund	100
		7/31/2025	Transtech Engineers Inc	7,980.50	General City Engineering Svcs May 2025	Gas Tax Fund	212
		7/31/2025	Transtech Engineers Inc	37,985.75	CIP Management Svcs May 2025	Fund	224
		7/31/2025	Transtech Engineers Inc	1,422.00	CIP Management Svcs May 2025	CDBG	243
		7/31/2025	Transtech Engineers Inc	5,909.00	CIP Management Svcs May 2025	Grant Fund	261
		7/31/2025	Transtech Engineers Inc	346.00	General City Engineering Svcs May 2025	Grant Fund	261
		7/31/2025	Transtech Engineers Inc	4,423.00	CIP Management Svcs May 2025	Local Fiscal Recovery Fund	273
		7/31/2025	Transtech Engineers Inc	2,253.00	CIP Management Svcs May 2025	Enterprise Fund	412
093674	P	7/31/2025	U.S. Bank Corporate Payment System	5,859.16	Credit Card- 7/15/25 stmt	General Fund	100
093675	P	7/31/2025	UniFirst Corporation	81.40	Building Mat Svcs 5/16/25	General Fund	100
		7/31/2025	UniFirst Corporation	81.40	Building Mat Svcs 6/13/25	General Fund	100
		7/31/2025	UniFirst Corporation	81.40	Building Mat Svcs 6/27/25	General Fund	100
		7/31/2025	UniFirst Corporation	75.40	Building Mat Svcs 7/4/25	General Fund	100
093676	P	7/31/2025	Yoda Painting Inc.	3,175.00	CH Painting Project 5/1/25	Local Fiscal Recovery Fund	273
093677	P	8/5/2025	Rodolfo Arechiga Vargas	180.00	CS Dept- National Night Out Event DJ 8/7/25	General Fund	100
093678	P	8/15/2025	Abila	3,135.17	MIP/Microix Cloud Subscriptions & Professional Svcs 6/30/25	General Fund	100
093679	P	8/15/2025	Abila	9,131.49	MIP/Microix Cloud Subscriptions & Professional Svcs 6/30/25	General Fund	100
093680	P	8/15/2025	Amazon Capital Services	278.15	CH-Various Supplies 7/22/25	General Fund	100
		8/15/2025	Amazon Capital Services	87.86	PW Dept- American Flag 7/23/25	General Fund	100
093681	P	8/15/2025	American Marker	99.12	HD- Embroidery 8/1/25	General Fund	100
093682	P	8/15/2025	AT&T	31.58	Emergency Elevator Phone Svcs Jul 2025	General Fund	100
093683	P	8/15/2025	Base Hill Inc.	6,572.97	Janitorial Services Jul 2025	General Fund	100
093684	P	8/15/2025	Brinks Inc.	328.70	Armored Truck Svcs Aug 2025	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		8/15/2025	Brinks Inc.	31.29	Cash Handling Svcs Jul 2025	General Fund	100
093685	P	8/15/2025	California Consulting Inc.	3,900.00	Grant Writing Svcs Aug 2025	General Fund	100
093686	P	8/15/2025	Cat Specialties Inc.	472.67	Admin/CS Dept-Shirts 5/22/25	General Fund	100
		8/15/2025	Cat Specialties Inc.	379.50	PW Dept -Uniform Shirts 6/30/25	General Fund	100
093687	P	8/15/2025	Celestial Air Conditioning Co. Inc.	1,266.90	PW Dept - Svcs Air Conditioning 7/20/25	General Fund	100
093688	P	8/15/2025	Charter Communications Holdings, LLC	651.01	CH Internet & Phone Svcs Aug 2025	General Fund	100
		8/15/2025	Charter Communications Holdings, LLC	325.00	CY Internet Svcs Aug 2025	General Fund	100
093689	P	8/15/2025	Dave and Frank Automotive	104.26	Vehicle Repair VIN# 08062 7/16/25	General Fund	100
093690	P	8/15/2025	Dewey Pest Control	162.50	Pest Control Svcs Aug 2025	General Fund	100
093691	P	8/15/2025	Faithful Door Solutions & Equipment, Inc.	867.67	PW Dept - Pedestrian Gate Svcs 7/30/25	General Fund	100
093692	P	8/15/2025	Gateway Cities Afforrdable Housing Trust	7,732.50	FY25-26 GCAHT Membership 7/11/25	General Fund	100
093693	P	8/15/2025	George Hills Company	410.90	City Claims/Adjuster Jul 2025	General Fund	100
093694	P	8/15/2025	Gilbert Livas	1,527.33	Planning & Economic Development Svcs Jun 2025	General Fund	100
093695	P	8/15/2025	HD Supply formerly Home Depot Pro	13.63	PW Dept- Hand Soap 7/14/25	General Fund	100
		8/15/2025	HD Supply formerly Home Depot Pro	158.34	PW Dept- Various Supplies 7/14/25	General Fund	100
		8/15/2025	HD Supply formerly Home Depot Pro	890.82	PW Dept- Various Supplies 7/21/25	General Fund	100
		8/15/2025	HD Supply formerly Home Depot Pro	275.54	PW Dept- Various Supplies 7/22/25	General Fund	100
		8/15/2025	HD Supply formerly Home Depot Pro	513.18	PW Dept- Various Supplies 8/6/25	General Fund	100
093696	P	8/15/2025	HDL Coren & Cone	2,718.72	Property Tax Svcs Jul-Sept 2025	General Fund	100
093697	P	8/15/2025	Heber Marquez	300.00	Reimb Conference- City Council 7-10/12-25	General Fund	100
093698	P	8/15/2025	Myers & Sons Hi-Way Safety Inc.	2,780.00	PW Dept - Messageboard Rental 7/7/25	General Fund	100
093699	P	8/15/2025	IDS Group, Inc.	37,778.08	Pro Eng Svcs- Teen Center Improv Proj Jan-Jun2025	Grant Fund	261
093700	P	8/15/2025	Innovative Fence Inc.	314.90	PW Dept - Fence Rental 5110 District Blvd 8/11/25	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		8/15/2025	Innovative Fence Inc.	91.30	PW Dept - Fence Rental Cudahy Ave Svcs 8/4/25	General Fund	100
093701	P	8/15/2025	Interwest Consulting Group	520.50	Professional Svcs Building & Safety Plan Aug 2023	General Fund	100
		8/15/2025	Interwest Consulting Group	312.50	Professional Svcs Building & Safety Plan Feb 2023	General Fund	100
093702* - 093703	P	8/15/2025	L.B. Johnson Hardware #1	6.57	PW Dept - Aerath Adapter 7/29/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	65.83	PW Dept - Disposable Gloves 7/21/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	21.94	PW Dept - Surge Protector 7/29/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	14.26	PW Dept - Toilet paper 7/15/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	111.87	PW Dept - Various Supplies 7/22/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	59.22	PW Dept - Various Supplies 7/23/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	17.53	PW Dept - Various Supplies 7/29/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	18.62	PW Dept - Various Supplies 7/30/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	36.82	PW Dept - Various Supplies 8/1/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	201.75	PW Dept - Various Supplies 8/6/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	84.99	PW Dept -Various Supplies 7/24/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	31.79	Pw Dept -Various Supplies 7/25/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	(6.57)	PW Dept- Aerator Adapter 7/29/25	General Fund	100
		8/15/2025	L.B. Johnson Hardware #1	138.26	PW Dept - Asphalt 7/24/25	Gas Tax Fund	212
		8/15/2025	L.B. Johnson Hardware #1	276.53	PW Dept - Asphalt 7/28/25	Gas Tax Fund	212
		8/15/2025	L.B. Johnson Hardware #1	280.91	PW Dept - Various Supplies 7/28/25	Gas Tax Fund	212
		8/15/2025	L.B. Johnson Hardware #1	138.26	PW Dept -Asphalt 7/24/25	Gas Tax Fund	212
093704	P	8/15/2025	Regional TAP Service Center	633.60	Metro TAP Cards Jul 2025	Prop C Fund	222
093705	P	8/15/2025	LGP Equipment Rentals	237.50	PW Dept - Rental Equipment 8/5/25	General Fund	100
093706	P	8/15/2025	Mayra Aguiluz	61.81	Reimb Lodging Conference - City Council 7/21/25-7/26/25	General Fund	100
		8/15/2025	Mayra Aguiluz	1,231.38	Reimb Lodging,Flight, Meals Conference - City Council 7/21/2	General Fund	100
093707	P	8/15/2025	Tri-City Mutual Water Company	62.55	5000 Slauson Ave Jul 2025	General Fund	100
		8/15/2025	Tri-City Mutual Water Company	2,652.00	5950 Walker Ave Jul 2025	General Fund	100
093708	P	8/15/2025	Nationwide Environmental Services	7,537.00	Street Sweeping Svcs Jul 2025	Gas Tax Fund	212
093709	P	8/15/2025	Public Agency Risk Management Assoc	300.00	Membership Dues FY25-26	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
093710	P	8/15/2025	Perez Plumbing	675.00	PW Dept - Svcs - 7/15/25	General Fund	100
093711	P	8/15/2025	Phoenix Group Information Systems	1,301.29	Parking Permit Processing Fees Jun 2025	General Fund	100
093712	P	8/15/2025	QDoxs	130.08	Copier Base Charge Aug 2025	General Fund	100
093713	P	8/15/2025	Roadline Products Inc.	1,926.73	PW Dept- Various Supplies 6/27/25	Gas Tax Fund	212
		8/15/2025	Roadline Products Inc.	1,926.73	PW Dept- Various Supplies 7/23/25	Gas Tax Fund	212
		8/15/2025	Roadline Products Inc.	660.58	PW Dept- White Paint 7/1/25	Gas Tax Fund	212
093714	P	8/15/2025	Richards Watson & Gershon	8,716.20	Legal Services-0001 Jun 2025	General Fund	100
		8/15/2025	Richards Watson & Gershon	41.50	Legal Services-0013 Jun 2025	Grant Fund	261
		8/15/2025	Richards Watson & Gershon	11,710.60	Legal Services-0015 Jun 2025	Grant Fund	261
		8/15/2025	Richards Watson & Gershon	200.20	Legal Services-0016 Jun 2025	Grant Fund	261
		8/15/2025	Richards Watson & Gershon	6,726.00	Legal Services-0017 Jun 2025	Grant Fund	261
093715	P	8/15/2025	SHERIFF'S DEPT COUNTY OF LOS ANGELES	490,860.55	Municipal Law Enforcement Svcs Jun 2025	General Fund	100
093716	P	8/15/2025	The House of Printing, Inc.	197.55	Business Cards- Housing Dept 8/7/25	General Fund	100
093717	P	8/15/2025	ULINE INC.	274.65	PW Dept- Dog Waste Bags 7/22/25	General Fund	100
		8/15/2025	ULINE INC.	1,672.30	PW Dept- Picnic Table 6/30/25	General Fund	100
093718	P	8/15/2025	UniFirst Corporation	75.40	Building Mat Svcs 7/11/25	General Fund	100
		8/15/2025	UniFirst Corporation	75.40	Building Mat Svcs 7/18/25	General Fund	100
		8/15/2025	UniFirst Corporation	75.40	Building Mat Svcs 8/1/25	General Fund	100
093719	P	8/15/2025	United Pumping Service Inc.	2,635.00	PW Dept - Svcs Waste Disposal 6/20/25	General Fund	100
093720	P	8/15/2025	Vernon City of	23.88	Slauson/Downey 5/13/25-6/12/25	General Fund	100
093721	P	8/15/2025	World Private Security Inc.	5,895.10	Crossing Guard Svcs Jun 2025	Gas Tax Fund	212
ACH-381		7/8/2025	California Public Employees' Retirement System	30,288.60	Health Contribution July 2025	General Fund	100
		7/8/2025	California Public Employees' Retirement System	3,618.13	Health Contribution July 2025	Gas Tax Fund	212
		7/8/2025	California Public Employees' Retirement System	277.96	Health Contribution July 2025	Prop A Fund	221
		7/8/2025	California Public Employees' Retirement System	844.29	Health Contribution July 2025	Prop C Fund	222
		7/8/2025	California Public Employees' Retirement System	587.35	Health Contribution July 2025	Measure R Fund	224
		7/8/2025	California Public Employees' Retirement System	1,231.70	Health Contribution July 2025	Measure M Fund	225

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		7/8/2025	California Public Employees' Retirement System	2,918.54	Health Contribution July 2025	CDBG	243
		7/8/2025	California Public Employees' Retirement System	164.29	Health Contribution July 2025	Street Lighting Fund	251
		7/8/2025	California Public Employees' Retirement System	605.88	Health Contribution July 2025	Successor Agency Fund	611
ACH-382C		7/15/2025	Colonial Life	90.12	Colonial Life June 2025	General Fund	100
ACH-383C		7/17/2025	American Family Life Assurance Company of Columbus (AFLAC)	438.38	Aflac payment June 2025	General Fund	100
ACH-384C		7/14/2025	Southern California Edison	8,101.21	Everett Ave 6/1/2025-6/30/2025	Gas Tax Fund	212
ACH-385C		7/14/2025	Southern California Edison	3,587.84	Various Locations June 2025	General Fund	100
		7/14/2025	Southern California Edison	2,449.78	Various Locations June 2025	Gas Tax Fund	212
		7/14/2025	Southern California Edison	10,365.84	Various Locations June 2025	Street Lighting Fund	251
ACH-386		7/15/2025	US Bank Fees	120.00	Analysis Svc Charges July 2025	General Fund	100
ACH-387		7/28/2025	The Gas Company	26.57	4319 Slauson Ave 6/6/25-7/8/25	General Fund	100
ACH-388		7/28/2025	The Gas Company	33.05	4317 Slauson Ave 6/6/25-7/8/25	General Fund	100
ACH-389		7/15/2025	California Public Employees' Retirement System	8,352.87	CalPERS Contribution 6/15/2025-6/28/2025	General Fund	100
		7/15/2025	California Public Employees' Retirement System	1,064.79	CalPERS Contribution 6/15/2025-6/28/2025	Gas Tax Fund	212
		7/15/2025	California Public Employees' Retirement System	54.28	CalPERS Contribution 6/15/2025-6/28/2025	Prop A Fund	221
		7/15/2025	California Public Employees' Retirement System	262.78	CalPERS Contribution 6/15/2025-6/28/2025	Prop C Fund	222
		7/15/2025	California Public Employees' Retirement System	77.09	CalPERS Contribution 6/15/2025-6/28/2025	Measure R Fund	224
		7/15/2025	California Public Employees' Retirement System	428.83	CalPERS Contribution 6/15/2025-6/28/2025	Measure M Fund	225
		7/15/2025	California Public Employees' Retirement System	664.25	CalPERS Contribution 6/15/2025-6/28/2025	CDBG	243
		7/15/2025	California Public Employees' Retirement System	184.00	CalPERS Contribution 6/15/2025-6/28/2025	Successor Agency Fund	611
ACH-390		7/23/2025	California Public Employees' Retirement System	7,876.01	CalPERS Contribution 6/29/2025-7/12/2025	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
		7/23/2025	California Public Employees' Retirement System	903.25	CalPERS Contribution 6/29/2025-7/12/2025	Gas Tax Fund	212
		7/23/2025	California Public Employees' Retirement System	67.92	CalPERS Contribution 6/29/2025-7/12/2025	Prop A Fund	221
		7/23/2025	California Public Employees' Retirement System	309.20	CalPERS Contribution 6/29/2025-7/12/2025	Prop C Fund	222
		7/23/2025	California Public Employees' Retirement System	155.96	CalPERS Contribution 6/29/2025-7/12/2025	Measure R Fund	224
		7/23/2025	California Public Employees' Retirement System	385.22	CalPERS Contribution 6/29/2025-7/12/2025	Measure M Fund	225
		7/23/2025	California Public Employees' Retirement System	642.06	CalPERS Contribution 6/29/2025-7/12/2025	CDBG	243
		7/23/2025	California Public Employees' Retirement System	80.20	CalPERS Contribution 6/29/2025-7/12/2025	Street Lighting Fund	251
		7/23/2025	California Public Employees' Retirement System	183.14	CalPERS Contribution 6/29/2025-7/12/2025	Successor Agency Fund	611
ACH-391		7/23/2025	California Public Employees' Retirement System	227.15	1959 Survivor Billing FY 24/25	General Fund	100
ACH-392		7/23/2025	California Public Employees' Retirement System	646.05	1959 Survivor Billing FY 24/25	General Fund	100
ACH-392-1		7/24/2025	California Public Employees' Retirement System	435,083.00	CalPERS Unfunded Liability FY 25-26	Pension Fund	711
ACH-393		7/24/2025	California Public Employees' Retirement System	4,122.00	CalPERS Unfunded Liability FY 25-26	Pension Fund	711
ACH-394		7/24/2025	California Public Employees' Retirement System	87,878.00	CalPERS Unfunded Liability FY 25-26	Pension Fund	711
ACH-395		7/23/2025	Southern California Edison	230.04	5916 King Ave/5913 Mayflower Ave 6/9/2025-7/9/2025	Gas Tax Fund	212
ACH-396		7/31/2025	Southern California Edison	87.83	5317 Atlantic Ave PED 6/16/2025-7/16/2025	Gas Tax Fund	212
ACH-397		7/25/2025	Automatic Data Processing	569.24	Payroll Fees July 2025	General Fund	100
ACH-398		7/29/2025	State Compensation Insurance Fund	7,083.87	Workers Comp Insurance - July 2025	General Fund	100
ACH-399		7/28/2025	The Gas Company	23.82	4323 Slauson Ave 6/06/25-7/08/25	General Fund	100
ACH-400		8/5/2025	8x8 Inc.	464.63	Telephone Srvs July 2025	General Fund	100
ACH-401		8/1/2025	US Bank Fees	25.00	Bank Merchant Fees July 2025	General Fund	100
ACH-402		8/1/2025	US Bank Fees	35.00	Bank Merchant Fees July 2025	General Fund	100

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
ACH-403		8/1/2025	US Bank Fees	932.13	Bank Merchant Fees July 2025	General Fund	100
ACH-404		8/13/2025	California Public Employees' Retirement System	8,165.56	CalPERS Contribution 7/13/2025-7/26/2025	General Fund	100
ACH-404		8/13/2025	California Public Employees' Retirement System	895.53	CalPERS Contribution 7/13/2025-7/26/2025	Gas Tax Fund	212
ACH-404		8/13/2025	California Public Employees' Retirement System	69.99	CalPERS Contribution 7/13/2025-7/26/2025	Prop A Fund	221
ACH-404		8/13/2025	California Public Employees' Retirement System	279.30	CalPERS Contribution 7/13/2025-7/26/2025	Prop C Fund	222
ACH-404		8/13/2025	California Public Employees' Retirement System	115.86	CalPERS Contribution 7/13/2025-7/26/2025	Measure R Fund	224
ACH-404		8/13/2025	California Public Employees' Retirement System	353.26	CalPERS Contribution 7/13/2025-7/26/2025	Measure M Fund	225
ACH-404		8/13/2025	California Public Employees' Retirement System	242.55	CalPERS Contribution 7/13/2025-7/26/2025	CDBG	243
ACH-404		8/13/2025	California Public Employees' Retirement System	70.41	CalPERS Contribution 7/13/2025-7/26/2025	Permanent Local Housing Allocation	501
ACH-404		8/13/2025	California Public Employees' Retirement System	143.05	CalPERS Contribution 7/13/2025-7/26/2025	Successor Agency Fund	611
ACH-405		8/13/2025	Southern California Edison	8,101.21	Everett Ave 7/1/2025-7/31/2025	Gas Tax Fund	212
ACH-406		8/13/2025	Southern California Edison	3,774.73	Various Locations July 2025	General Fund	100
ACH-406		8/13/2025	Southern California Edison	2,410.08	Various Locations July 2025	Gas Tax Fund	212
ACH-406		8/13/2025	Southern California Edison	10,365.84	Various Locations July 2025	Street Lighting Fund	251
ACH-407		8/13/2025	California Public Employees' Retirement System	26,888.90	Health Contribution Aug 2025	General Fund	100
ACH-407		8/13/2025	California Public Employees' Retirement System	3,618.13	Health Contribution Aug 2025	Gas Tax Fund	212
ACH-407		8/13/2025	California Public Employees' Retirement System	277.96	Health Contribution Aug 2025	Prop A Fund	221
ACH-407		8/13/2025	California Public Employees' Retirement System	844.29	Health Contribution Aug 2025	Prop C Fund	222
ACH-407		8/13/2025	California Public Employees' Retirement System	587.35	Health Contribution Aug 2025	Measure R Fund	224
ACH-407		8/13/2025	California Public Employees' Retirement System	1,231.70	Health Contribution Aug 2025	Measure M Fund	225

Check NO.	Prepaid (P)	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	Fund #
ACH-407		8/13/2025	California Public Employees' Retirement System	2,918.54	Health Contribution Aug 2025	CDBG	243
ACH-407		8/13/2025	California Public Employees' Retirement System	164.29	Health Contribution Aug 2025	Street Lighting F	251
ACH-407		8/13/2025	California Public Employees' Retirement System	605.88	Health Contribution Aug 2025	Successor Agency Fund	611
ACH-408		8/13/2025	CareSolice Inc	5,500.00	Mental Health Svcs 7/1/25-11/30/25	General Fund	100
ACH-409		8/5/2025	CA Intergovernmental Risk Authority	115,108.00	Liability Premium FY 25-26	General Fund	100
ACH-410		8/5/2025	Keenan & Associates	97,505.10	Property Coverage Premium FY 25-26	General Fund	100
ACH-411		8/14/2025	US Bank Fees	120.00	Analysis Svc Charges July 2025	General Fund	100
ACH-412		8/14/2025	California Joint Powers Insurance Authority	22,355.58	California Joint Powers Insurance Authority	General Fund	100
ACH-413		8/12/2025	Colonial Life	72.50	Colonial Life July 2025	General Fund	100
		Total ACH and Warrant Registers		1,947,316.33			
		7/31/2025	Payroll Transfer	62,204.31	Pay Period 7/13/2025 - 7/26/2025		
		8/14/2025	Payroll Transfer	63,630.21	Pay Period 7/27/2025 - 8/9/2025		
		Total ACH, Warrant Registers and Payroll Transfer		2,073,150.85			

Note:

* Check #093638 was issued as an overflow to include payment details that could not fit on the stub capacity of check #093639.

* Check #093702 was issued as an overflow to include payment details that could not fit on the stub capacity of check #093703.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY DIRECTORY OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6430 APPROVING AND AUTHORIZING THE EXECUTION AND RECORDATION OF A LAND USE COVENANT (DEED RESTRICTION) AND APPROVAL OF A SITE ACCESS AGREEMENT BOTH FOR THE FORMER ARMSTRONG/W.W. HENRY SITE CLOSURE AT SPEAKER ANTHONY RENDON RIVERFRONT PARK

RECOMMENDATION:

Staff recommends that the City Council (i) adopt Resolution No. 6430, which approves a Land Use Covenant (Deed Restriction) with the California Regional Water Quality Control Board (Water Board) for the Former Armstrong/W.W. Henry site located within Speaker Anthony Rendon Riverfront Park, as required for environmental compliance, in the form negotiated, finalized and approved by the City Attorney and City Manager and authorize the City Manager to execute and record the Deed Restriction; and (ii) approve a Site Access Agreement with ARDEX Americas to facilitate the removal of remediation infrastructure, proper abandonment of site monitoring wells, and demolition of the Dual-Phase Extraction (DPE) system compound in accordance with Water Board directives, in a form negotiated, finalized and approved by the City Attorney and City Manager and authorize the City Manager to execute the Site Access Agreement.

BACKGROUND:

The Former Armstrong/W.W. Henry site, located within Speaker Anthony Rendon Riverfront Park, was historically used for industrial operations. Past operations resulted in soil contamination requiring remediation and long-term monitoring. Since redevelopment into public open space, environmental oversight has continued under the Los Angeles Regional Water Quality Control Board.

On July 8, 2025, City staff met with representatives from the Water Board, the Los Angeles Neighborhood Land Trust, and Amicus Environmental to review the final steps required for case closure. Two key actions are necessary to complete this process:

- Land Use Covenant (Deed Restriction): The Water Board requires the recordation of a covenant imposing long-term land use restrictions to protect public health and safety. This covenant prohibits sensitive uses such as residential, hospital, or school development and requires ongoing compliance with site management practices.
- Site Access Agreement with ARDEX: As the responsible party for remediation, ARDEX Americas must

decommission the site's remaining monitoring wells and remove the DPE system compound. The proposed Site Access Agreement grants ARDEX and its contractors temporary access to perform these closure activities.

DISCUSSION:

Approval of both agreements will fulfill the City's obligations under the Water Board's closure requirements and allow ARDEX to complete the technical remediation steps necessary for case closure.

- The Land Use Covenant will run with the land in perpetuity, ensuring ongoing protections for park users and the surrounding community.
- The Site Access Agreement establishes clear terms for ARDEX's work, including liability, insurance, site restoration, and responsibility for investigation-derived waste disposal.

Together, these actions will facilitate final remediation and ensure the long-term safety of Speaker Anthony Rendon Riverfront Park. The agreements are subject to the Water Board approval so approval of these agreements will be in the final form negotiated and approved by the City Attorney and City Manager.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. Resolution No. 6430 - Land Use Covenant Deed Restriction W.W. Henry Site
2. W.W. Henry Land Use Covenant - Land Use Covenant
3. Maywood Access Agreement - W.W. Henry Site

RESOLUTION NO. 6430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA APPROVING A LAND USE COVENANT (DEED RESTRICTION) FOR THE W.W. HENRY SITE LOCATED AT SPEAKER ANTHONY RENDON RIVERFRONT PARK AS REQUIRED BY THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR ENVIRONMENTAL CASE CLOSURE

WHEREAS, the W.W. Henry site, located within Speaker Anthony Rendon Riverfront Park, was previously used for industrial operations and is undergoing environmental remediation under the oversight of the California State Water Resources Control Board ("Water Board"); and

WHEREAS, the Water Board requires the completion and recordation of a Land Use Covenant (Deed Restriction) over the property as a condition for formal environmental case closure; and

WHEREAS, the Land Use Covenant is intended to impose environmental use restrictions and monitoring obligations that ensure long-term protection of public health and safety; and

WHEREAS, the Water Board requires the Land Use Covenant to be executed by both the property owner (City of Maywood) and the Board, and subsequently recorded with the Los Angeles County Recorder's Office; and

WHEREAS, the City Council desires to authorize the City Manager to execute and record the Land Use Covenant on behalf of the City, in a form approved by the City Attorney, to comply with the Water Board's case closure requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYWOOD AS FOLLOWS:

SECTION 1. The City Council hereby approves the Land Use Covenant (Deed Restriction) for the W.W. Henry site located within Speaker Anthony Rendon Riverfront Park, in a form negotiated, finalized and approved by the City Attorney and City Manager.

SECTION 2. The City Manager is authorized to execute and subsequently record the Land use Covenant (Deed Restriction).

SECTION 3. The City Manager is further authorized to take all necessary and appropriate actions to submit, execute, and record any related documents required by the California State Water Resources Control Board to complete the case closure process.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 27th day of August 2025.

Mayra Aguiluz, Mayor

ATTEST:

APPROVED AS TO FORM:

Miguel Leon, Deputy City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Miguel Leon, 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.6430, 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 27th day of August, 2025, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Miguel Leon, Deputy City Clerk

Recording Requested By:

City of Maywood

When Recorded, Mail To:

Susana Arredondo, Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

FORMER ARMSTRONG/W.W. HENRY PROPERTY
ASSESSOR'S PARCEL NUMBER (APN): 6314-030-900
5920 ALAMO AVENUE, MAYWOOD, CA 90270
LARWQCB SITE CLEANUP PROGRAM NO. 0811

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 27 day of August, 2025, by the City of Maywood ("Covenantor") who is the Owner of record of that certain property identified as APN 6314-030-900 and situated at 5920 Alamo Avenue, in the City of Maywood, County of Los Angeles, State of California, which is more particularly described in Exhibits A and B attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, Los Angeles Region ("Board"), with reference to the following facts:

- A. **Nature of Covenant.** This Covenant is an environmental covenant provided for by Civil Code section 1471 and required by the Board pursuant to Water Code section [13304 FOR PARTIAL CLOSURE (E.G., SOILS ONLY) OR 13307.1 FOR FULL CLOSURE] because the Board has determined that the Burdened Property is not suitable for unrestricted use and that a land use restriction is necessary for the protection of present or future human health, safety, or the environment as result of the presence of hazardous materials, as defined in section 25260 of the Health and Safety Code, in the soil and/or groundwater at the Burdened Property.
- B. **Contamination of the Burdened Property.** The [soil, soil vapor, groundwater] at the Burdened Property were contaminated by multiple industrial manufacturing processes from the 1940s until 1999 when the former W.W. Henry site, the former Precision Arrow property (located north of the former W.W. Henry site), and portions of the Pemaco Superfund site (located east of the W.W. Henry site) were redeveloped into a park operated by the City of Maywood. Before its current use as a park, the most recent use of the site was as a manufacturing facility formerly owned by the W.W. Henry Company/Armstrong World Industries. Organic solvents were used to manufacture flooring adhesive products. The known contamination originally consisted of volatile organic chemicals (VOCs) including benzene and toluene in the eastern portion of the site, and tetrachloroethene (PCE),

trichloroethene (TCE), 1,1-dichloroethane (1,1-DCA), 1,1-dichloroethene (1,1-DCE), 1,1,1-trichloroethane (1,1,1-TCA) for the western portion of the site, which constitute hazardous materials. By means of soil vapor extraction and dual-phase extraction applied at the site from 2005 to 2013, the known contamination has been reduced to less than laboratory - Practical Quantitation Limits (PQLs) or Maximum Contaminant Limits (MCLs) in groundwater, with the exception of cis-1,2-Dichloroethene which slightly exceeded the MCL of 6 ug/L (6.13 ug/L at MW-20) during the second half of 2024. In soil vapor, the known contamination has been reduced to less than San Francisco Regional Water Quality Control Board (SFRWQCB) Environmental Screening Levels (ESLs), with the exception of PCE which slightly exceeded the ESL of 67 ug/m³ in the Western portion of the site (maximum concentration of 87 ug/m³ at ARSV09-10) during the most recent soil vapor sampling conducted in November 2021. Residual toluene concentrations in soil near the former W.W. Henry UST area are lower than the SFRWQCB Leaching to Groundwater ESL, and toluene is not detected in downgradient, perched groundwater.

ARDEX is the successor in interest to WW Henry and the party responsible for all matters pertaining to site contamination, remediation and regulatory compliance. The City of Maywood is the current property owner.

- C. **Exposure Pathways.** The contaminants addressed in this Covenant are present in the soil, soil vapor and groundwater at the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could have taken place via dermal contact, inhalation or ingestion by humans. The risk of public exposure to the contaminants has been mitigated by the remediation and controls described herein.
- D. **Land Uses and Population Potentially Affected.** The Burdened Property is used as a public park and is adjacent to mixed commercial, industrial, and residential land uses.
- E. **Disclosure and Sampling.** Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board and extensive semi-annual sampling of the Burdened Property has been conducted from 2005 through 2024.
- F. **Use of Burdened Property.** Covenantor desires and intends that in order to benefit the Board, and to protect present and future human health, safety, or the environment, the Burdened Property shall be used in a manner consistent with this Covenant as to avoid potential harm to persons or property that might result from any hazardous materials that might remain on portions of the Burdened Property.

ARTICLE I

GENERAL PROVISIONS

- 1.1. **Provisions to Run with the Land.** This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health or safety or the environment as a result of the presence of hazardous materials at the Burdened Property. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the Burdened Property; (b) run with the land pursuant to Civil Code section 1471; and (c) are enforceable by the Board.
- 1.2. **Concurrence of Owners and Lessees Presumed.** After the date of recordation hereof, all purchasers, lessees, and possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.
- 1.3. **Incorporation into Deeds and Leases.** Covenantor desires and covenants that the Restrictions shall be incorporated in and attached to each and all deeds and leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.
- 1.4. **Purpose.** It is the purpose of this instrument to convey to the Board real property rights as specified in this Covenant, which will run with the land, to facilitate the remediation of past environmental contamination and to protect present and future human health, safety, or the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II

DEFINITIONS

- 2.1. **Board.** "Board" shall mean the California Regional Water Quality Control Board, Los Angeles Region and shall include its successor agencies, if any.
- 2.2. **Improvements.** "Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.
- 2.3. **Occupant or Occupants.** "Occupant" or "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.
- 2.4. **Owner or Owners.** "Owner" or "Owners" shall mean the Covenantor and Covenantor's successors in interest who hold title to all or any portion of the Burdened Property.

ARTICLE III

DEVELOPMENT, USE, AND CONVEYANCE OF THE BURDENED PROPERTY

- 3.1. **Restrictions on Development and Use.** Covenantor promises to restrict the use of the Burdened Property as follows:

[INCLUDE THOSE OF THE FOLLOWING PROVISIONS a. through h. AS ARE APPROPRIATE TO THE SITE, AND INCLUDE i. k, and l. WITHOUT CHANGES; RE-LETTER THEM AS NECESSARY]:

- a. Development and use of the Burdened Property shall be restricted to community park uses;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No public or private schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No Owner or Occupant shall conduct or permit excavation work on the Burdened Property other than that required for utility work, site maintenance or landscaping, unless expressly permitted in writing by the Board. Future excavation work on the Burdened Property shall be conducted in accordance with a Soil Management Plan that is submitted to approved by the Board prior to the commencement of work. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the

Owner, Owner's agent, Occupant, or Occupant's agent in accordance with all applicable provisions of local, state and federal law;

- f. Any excavation other than excavation for utility work, site maintenance or landscaping conducted on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan and in accordance with the a Soil Management Plan submitted to and approved by the Board prior to activity commencement.
 - g. All uses and development of the Burdened Property shall be consistent with any applicable Board Order which is hereby incorporated herein by reference, and including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board;
 - h. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board; nor shall the Owner or Occupant permit or engage any third party to do such acts;
 - i. The Owner and/or Occupant shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions, and (2) the type and date of repair of such disturbance. Notifications to the Board shall be made by registered mail within ten (10) working days of both the date of discovery of such disturbance and the date of completion of repairs;
 - j. The Covenantor agrees that the Board, and any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code; and
 - k. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.
- 3.2. **Enforcement.** Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 above shall be grounds for the Board, by the authority of this Covenant, to require that the Owner or Occupant modify or

remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the Board to file civil actions against the Owner or Occupant as provided by law. Nothing in this Covenant shall limit the Board's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws.

- 3.3. **Notice in Agreements.** After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to all or any portion of the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in the soils and/or groundwater under the property, and is subject to a Covenant and Environmental Restriction on Property dated as of [DATE], 20XX, and recorded on [DATE RECORDED], 20XX, in the Official Records of [COUNTY] County, California, as Document No. XXXXX, which Covenant and Environmental Restriction on Property imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV

VARIANCE, TERMINATION, AND TERM

- 4.1. **Variance.** Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a written variance from the provisions of this Covenant.
- 4.2. **Termination.** Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.
- 4.3. **Term.** Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V

MISCELLANEOUS

- 5.1. **No Dedication Intended.** Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.
- 5.2. **Notices.** Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or an official of a government agency being served, or (b) three (3) business days after deposit in

the mail if mailed by United States mail, postage paid certified, return receipt requested, and addressed:

If To: "Covenantor"

The City of Maywood *If To: "Board"*

California Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013

- 5.3. **Partial Invalidity.** If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.
- 5.4. **Recordation.** This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.
- 5.5. **References.** All references to Code sections include successor provisions.
- 5.6. **Construction.** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGES]**

Covenantor: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On _____ before me,

(insert name and title of the officer)

personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

California Regional Water Quality Control Board, Los Angeles Region

Print Name: _____

Signature: _____

Title: Executive Officer

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On _____ before me,

(insert name and title of the officer)

personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

RIVERFRONT PARK LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF THE RIGHTS-OF-WAY FOR 60TH STREET AND WALKER AVENUE WHICH IS THE SAME POINT AS THE SOUTHWEST CORNER OF PARCEL 2 (APN 6314-032-900) AND THE TRUE POINT OF BEGINNING. THENCE, PROCEEDING EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 AND CONTINUING ALONG SAID LINE WHICH IS ALSO THE NORTHERLY LINE OF 60TH STREET AND ALONG THE SOUTHERLY LINE OF PARCEL 3 (APN 6314-030-800) AND CONTINUING EASTERLY ALONG THE SOUTHERLY LINE OF PARCEL 7 (APN 6314-032-008) AND CONTINUING ON ACROSS PARCEL 5 TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY OF THE LOS ANGELES RIVER.

THENCE; NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE LOS ANGELES RIVER TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY OF SLAUSON AVENUE. THENCE; WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE ACROSS PARCEL 5 AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AND NORTHERLY LINES OF PARCEL 4 (APN 6314-003-001), PARCEL 3 (APN 6413-030-800) AND PARCEL 8 (APN 6314-030-004) WHICH ARE ONE AND THE SAME AS THE SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF ALAMO AVENUE.

THENCE; SOUTHERLY ALONG SAID EASTERLY LINE OF ALAMO AVENUE TO A POINT WHERE IT INTERSECTS WITH THE NORTHERLY LINE OF 59TH PLACE. THENCE; EASTERLY ALONG SAID NORTHERLY LINE OF 59TH PLACE TO A POINT THAT INTERSECTS WITH THE PROLONGATION OF THE EASTERLY RIGHT-OF-WAY LINE OF WALKER AVENUE. THENCE; SOUTHERLY ALONG SAID PROLONGATION OF WALKER AVENUE AND CONTINUING SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF WALKER AVENUE TO THE TRUE POINT OF BEGINNING.



Assessor's Parcel Number(s): **6314-030-900**

EXHIBIT B

MAP OF THE BURDENED PROPERTY

[INSERT MAP OF BURDENED PROPERTY. TYPICALLY, THIS IS THE COUNTY'S ASSESSOR MAP WITH A BORDER AND REFERENCE TO THE PROPERTY]

This SITE ACCESS AGREEMENT (the "Agreement") for the City of Maywood's Riverfront Park is entered into by and between the City of Maywood (referred to herein as "Owner"), and ARDEX Americas ("ARDEX"). Owner and ARDEX are each referred to as a "Party" and are collectively referred to as the "Parties". The agreement shall be effective upon the date ("Effective Date") that the Parties have executed this Agreement, as evidenced by the signatures below.

I. Recitals

- A. Owner owns property located at 5920 Alamo Avenue, Maywood, CA which occupies a portion of Riverfront Park, in Los Angeles County, California, Zip Code 90270 (the "Property");
- B. ARDEX desires access to the site described in the attached Exhibit A ("Site") to engage in the activities specified in the attached Exhibit B.
- C. The Property is subject to provisions of the Closure Letter (the "Letter") in the attached Exhibit C issued by the Los Angeles Regional Water Quality Control Board ("Regional Board"), which was directed to ARDEX for the Former Armstrong/W.W. Henry Property;
- D. The Letter requires, among other activities, site closure and proper abandonment and destruction of the Property's remediation infrastructure and demolition of the Dual Phase Extraction system compound;

In consideration of the mutual promises and for any other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and ARDEX agree as follows:

II. Agreement

- A. **Purpose of agreement.** Owner hereby grants to ARDEX and its employees, authorized representatives, agents, consultants, engineers, project managers, contractors, and subcontractors (collectively the "Contractors") a non-exclusive license, to enter upon the Property, to perform the work ("Work") as directed by the Letter and related activities, which Work is defined as follows:

- 1. Proper Abandonment and destruction of site monitoring wells; and
- 2. Removal and demolition of system Dual-Phase Extraction (DPE) system compound.
- 3. Any other investigation or remediation required by the Letter that ARDEX decides to implement at the Property only with the expressed prior consent of Owner which will not be unreasonably withheld.

Owner hereby consents to performance of the Work (including, without limitation, abandonment and destruction of site monitoring wells, and removal and demolition of DPE system compound, and related activity in approximately October 2025).

III. Terms and Conditions

- A. **Term of this Agreement.** This Agreement shall commence as of the date on which it is fully executed and delivered by each of the Parties, and shall remain in effect

unless and until terminated with or without cause by a Party. If either Party elects to terminate this Agreement, that Party shall give prior written notice to the other Party not less than fifteen (15) days before such termination. Notwithstanding the termination of this Agreement, the terms and provisions of this Agreement shall survive such termination and remain in full force and effect except to the extent such terms and conditions relate to Work not already performed.

- B. **Site Access.** Owner hereby grants permission to ARDEX to enter the Site and engage in the activities specified in Exhibit B. ARDEX shall give 48 hours' notice to Owner and their designees prior to initial mobilization to the property and promptly notify the City and their designees of material project changes should any occur during the conduct of this work. Upon completion of the activities, ARDEX will restore the Site to a condition substantially similar to its condition and repair at the time of the activities.
- C. **Materials and Waste Generated by the Work.** For purposes of this Agreement, the term "Investigation Derived Waste" or "IDW" means soil, groundwater or other environmental media or material (a) generated from abandonment and destruction of site monitoring wells; or (b) generated from demolition of DPE system compound. ARDEX shall be responsible for signing as the "generator" (using a generator identification number issued by an appropriate governmental authority to ARDEX) any manifest or other document necessary for the proper management, handling, transportation, treatment, storage, and/or disposal of the IDW in accordance with all applicable laws. ARDEX represents and warrants that all IDW will be disposed off at off-Property facilities that maintain proper licenses and permits in accordance with applicable laws. ARDEX will receive from Contractors the information, data, reports, and findings reasonably necessary to implement this paragraph C of this Agreement. ARDEX will cause Contractors to provide such information to Owner regarding IDW and to communicate to Owner the information reasonably necessary to complete the IDW forms. Further, when the Work is completed, ARDEX will restore damage, if any, to the Property caused by Contractors' performance of the Work to the condition immediately preceding performance of the Work using materials reasonably commercially available.
- D. **Property Security.** ARDEX shall be solely responsible for maintaining security related to the Work areas at the Property and shall provide security as ARDEX deems fit in its own discretion.
- E. **Release and Liability.** As consideration for being afforded access to the Site, and unless specifically excluded herein, the Owner hereby waives, releases and discharges ARDEX, its parent and subsidiaries, affiliates and their respective stakeholders, directors, officers and agents from all present or future claims, causes of action, or demands that ARDEX now has or may hereafter accrue on account of any and all known and unknown, or seen and unforeseen bodily and personal injuries or property damage and the consequences thereof resulting, or which may result, from ARDEX's negligent activities upon the Site or the use of any equipment or procedures while on, entering or leaving the Site.

Claims arising out of existing site conditions, the negligence, acts, omissions or willful misconduct of ARDEX, its parent and subsidiaries, affiliates, and their respective shareholders, directors, officers and agents are excluded from this

Release. Any damages directly caused by ARDEX related to the activities Consultant performs on the Site, will be AREDX's responsibility and ARDEX shall be liable for such damages and the direct and actual costs to repair such damages.

- F. **Insurance.** ARDEX and its Contractors shall provide and maintain commercial general liability insurance against any and all valid claims for damages to person or property or loss of life or of property occurring upon the Site and related to the Work.
- G. **Successors and Assigns.** This Site Access Agreement shall be binding on the successors and assigns of the Owner and ARDEX. This agreement may not be assigned in whole or in part without the written consent of the Owner and ARDEX.
- H. **Authorized Signatories.** Each signatory hereto warrants to the other Party that such signatory has authority to sign on behalf of the Party for whom that signatory purports to sign and that when executed and delivered to the Parties this Agreement shall be valid and binding obligation of the Parties, enforceable in accordance with its terms.
- I. **Entire Agreement.** Except as otherwise expressly provided in this Agreement or another Agreement executed by the Parties, this Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous discussion, negotiations, understandings or agreements, whether oral or in writing, between the Parties respecting the subject matter of this Agreement.
- J. **Incorporation of Recitals.** The recitals set forth at the beginning of this Agreement are hereby incorporated by this reference into this Agreement as though fully set forth within the body herein.
- K. **Modification.** This Agreement may be modified at any time by the written agreement of the Parties. All modifications, amendments, changes, revisions, and discharges of this Agreement, in whole or in part and from time to time, shall be binding upon the Parties without any additional legal consideration, so long as the same shall be in writing and executed by all of the Parties.
- L. **Counterparts and Facsimile or Electronic Copy.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. The Parties hereby agree that a facsimile or other electronic copy (such as a ".pdf"/ "Adobe Acrobat" copy) of the signature of the person executing this Agreement on behalf of each Party may be used for any and all purposes, with the same force and effect as an original of such signature.
- M. **Headings.** This section and subsection headings contained in this Agreement are for convenience only and shall not be considered in the construction or implementation of any provision hereof.
- N. **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflict of law principles of the State of California or of any other state or territory;

provided, however that this Agreement shall be given a fair and reasonable construction in accordance with its terms and the intentions of the Parties and without regard to, or aid of, Section 1654 of the California Civil Code. All of the Parties have had an opportunity to review and participate in the drafting of this Agreement, and for that reason the Parties expressly agree that any rule of construction that ambiguities be resolved against the drafter shall not be used or applied in the interpretation of this Agreement.

- O. **Severability.** In the event that any provision or provisions of this Agreement are deemed unenforceable, the Parties shall attempt in good faith to agree to one or more replacement provisions which shall, as nearly as is reasonably feasible, be enforceable and shall effectuate the intentions of the Parties with respect to the subject matter of the provision(s) declared unenforceable; the remaining provisions of this Agreement shall remain in full force and effect.
- P. **Notice.** All notices and demands which any Party is required or desires to give to any other Party shall be given in writing to the address, telecopy number, and/or email address set forth below, provided that if any Party gives notice as provided in this paragraph of a change of name or address, subsequent notices to that Party shall be given as directed in that notice. All notices and demands shall be effective only upon delivery as indicated by return receipt, confirmation of delivery, or similar documentation for other methods of delivery to the Party to whom notice or demand is being given. If method of delivery other than email is used, the noticing Party shall also send notice by email.

To Owner:

With a copy to:

- Q. ARDEX:

400 Ardex Park Drive

Aliquippa, PA 15001

Attn: Jesse David, President

With a copy to: Dawn Vero, Esq.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the day and year indicated below.

Owner

ARDEX

By: _____

By: _____

By: _____

Date: _____

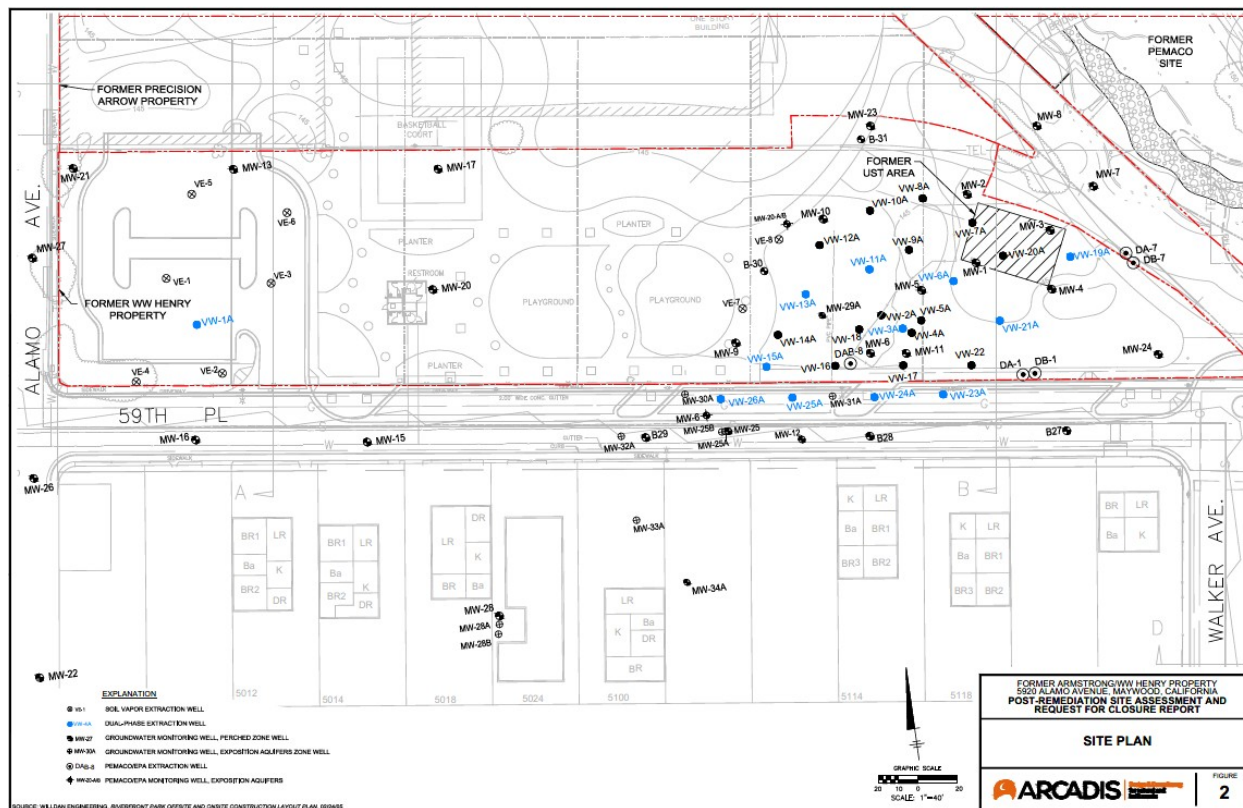
Date _____

DPE System Compound Location:

Exhibit A Site Maps



Site Monitoring Well Locations:



Activities include:

1. Proper abandonment and destruction of site monitoring wells.
2. Removal/demolition of DPE system compound

(Directive Letter to be added once issued by LARWQCB)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6431 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR 2025-26B FISCAL PERIOD JANUARY 1, 2026, THROUGH JUNE 30, 2026 FOR DEPARTMENT OF FINANCE SUBMISSION

RECOMMENDATION:

Staff recommends that the City Council takes the following actions:

1. Receive and file the Amended Recognized Obligation Payment Schedule (ROPS) of the Successor Agency of the Former Redevelopment Agency (RDA) of the City of Maywood for the period January 1, 2026, through June 30, 2026;
2. Authorize Successor Agency staff to provide any additional requested information to the Los Angeles County Auditor-Controller and/or California Department of Finance to substantiate the information contained in the amended ROPS and effectuate said schedule; and
3. Adopt Resolution No. 6431, a Resolution of the Successor Agency for the former Redevelopment Agency of the City of Maywood Redevelopment Agency Approving the amended Recognized Obligation Payment Schedule for the period January 1, 2026, through June 30, 2026 (ROPS 25-26B) Pursuant to Health and Safety Code Section 34177.

BACKGROUND:

The redevelopment dissolution laws (AB 1x 26, et al.) established a comprehensive statutory process for the dissolution and wind down of all redevelopment agencies (RDA). Pursuant to Health and Safety Code (HSC) Section 34177, each Successor Agency (SA) was required to submit a ROPS to the California Department of Finance (DOF) every six months. On September 22, 2015, the Governor signed SB 107 which revised the timeline for the preparation of the ROPS from a bi-annual process to an annual process for the fiscal period beginning July 1, 2016.

Commencing in 2019, SB 107 also requires the transition from local oversight boards to county oversight boards. SB 107 calls for counties with more than 40 Oversight Boards (i.e., Los Angeles County) to be consolidated into five Oversight Boards. The five consolidated Oversight Boards shall have jurisdiction over each Successor Agency located within its borders. Maywood is within the jurisdiction of the Los Angeles County Oversight Board, Fourth District.

Pursuant to AB 1x 26, et al., two documents (see Attachments) are being presented to the SA Board for consideration of approval:

1. Amended Recognized Obligation Payment Schedule (ROPS 25-26B) - Summary outlining A - Enforceable Obligations Funded; E - Redevelopment Property Tax Trust Fund (RPTTF), and H) Current Period Enforceable Obligations for January 1, 2026, through June 30, 2026 - ATTACHMENT 1
2. Amended Recognized Obligation Payment Schedule (ROPS 25-26B) - ROPS Detail January 1, 2026, through June 30, 2026 - ATTACHMENT 2

DISCUSSION:

HSC § 34177 (o)(1)(E) of the Dissolution Law provides that once per Recognized Obligation Payment Schedule period, and no later than October 1, a successor agency may submit one amendment to the Recognized Obligation Payment Schedule approved by the department pursuant to this subdivision, if the oversight board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second one-half of the Recognized Obligation Payment Schedule period, which shall be defined as January 1 to June 30, inclusive. A successor agency may only amend the amount requested for payment of approved enforceable obligations.

This Amended ROPS 25-26 must first be approved by this Successor Agency, then sent to the Fourth District Oversight Board ("Oversight Board") for approval before it can be submitted to the DOF, State Controller's Office, and the County Auditor-Controller no later than October 1, 2025

Amendment to ROPS FY 2025-26B-Item No. 15: Bank Trustee Administrative Fees

Bank Trustee Administrative Fees -(item #15 on ROPS) \$6,000: Staff initially requested \$6,000 for bank trustee administrative fees for the ROPS FY25-26, which was approved by the Department of Finance (DOF). However, in March 2025, during discussions with the bond services consultant, Kosmont Financial Services, staff were informed that the Series 2017A-1 & 2 privately-placed Tax Allocation Bonds (TABs), executed on 10/18/2017, are subject to continuing disclosure requirements which had previously been overlooked.

Since that time, staff have engaged Kosmont Financial Services, who already supports the City with annual reporting on these bonds, to prepare the required continuing disclosure reporting for Fiscal Year 2021 through 2024.

As a result, staff are now requesting an additional \$7,500 to cover the one-time cost of preparing and submitting these past-due reports. In addition, staff are also requesting \$3,000 for continuing disclosure services related to the current fiscal year. The total additional funding request is \$10,500.

CONCLUSION: Following the Successor Agency of the Maywood Community Redevelopment Agency's (City Council's) adoption of the Amended ROPS 2025-2026B (January through June 2026), the attached Resolution will be sent to the Los Angeles County Fourth Supervisorial District Consolidated Oversight Board ("Oversight Board") for approval and then submitted to the State of California's Department of Finance (DOF) by October 1st.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The preparation and submittal of the Amended Recognized Obligation Payment Schedule is for the purpose of allowing the Successor Agency to pay its enforceable obligations for the period from January 1, 2026 to June 30, 2026. Upon the DOF approving the Amended ROPS 25-26 as submitted, it is anticipated that the Successor Agency will receive \$10,500 of Redevelopment Property Tax Trust Fund ("RPTTF"), which will pay for the Series 2017-Tax Allocation Bonds' continuing disclosure fees. If this request is disapproved by the DOF, the \$10,500 will be funded by the City's General Fund.

ATTACHMENT(S)

1. 1- Resolution No. 6431 Amended ROPS FY25-26B
2. 2- Amended ROPS 25-26B Oversight Board Staff Report
3. 3- Amended ROPS FY 25-26 Oversight Board Resolution 6431
4. 4-Amended Recognized Obligation Payment Schedule (ROPS 25-26B) Summary
5. 5-Amended Maywood ROPS 25-26B Detail January 1, 2026-June 30, 2026

RESOLUTION NO. 6431

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JANUARY 1, 2026 THROUGH JUNE 30, 2026 (ROPS 25-26B) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

WHEREAS, pursuant ABx 1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Redevelopment Agency to the City of Maywood was dissolved as of February 1, 2012, and the City of Maywood elected to serve as the Successor Agency to the former Redevelopment Agency of the City of Maywood ("Successor Agency"); and

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts; and

WHEREAS, the Fourth Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency and

WHEREAS, pursuant to Health and Safety Code Section 34177(o), the Successor Agency must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2025 through June 30, 2026 ("ROPS 25-26") and submit ROPS 25-26 to the oversight board of the Successor Agency (the "Oversight Board") for approval; and

WHEREAS, the City is requesting to amend the ROPS 25-26B to request funds to cover the cost of the one-time continuing disclosure reporting and the current year continuing disclosure report for Series 2017 TAB Bonds. The requested adjustment amount is \$10,500.

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(B), at the same time that the Successor Agency submits Amended ROPS 25-26B to the Oversight Board for approval, the Successor Agency must submit a copy of such ROPS to the State Department of Finance (the "DOF"), the County administrative officer, and the County Auditor-Controller; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(C) and Section 34177(o)(1), the Successor Agency must: (i) submit the Oversight Board-approved Amended ROPS 25-26B to the DOF, the Office of the State Controller, and the County Auditor-Controller no later than October 1, 2025, and (ii) post a copy of the Oversight Board-approved Amended ROPS 25-26B on the Successor Agency's website; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Amended ROPS 25-26B, substantially in the form attached hereto as Attachment 1 & 2, is hereby approved. The Executive Director of the Successor Agency, in consultation with the Successor Agency's legal counsel, may modify the Amended ROPS 25-26B as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

Section 3. This Board hereby represents and warrants to the Oversight Board that it examined all of the item on the Amended ROPS 25-26B and finds that the item is necessary for the continued maintenance of Series 2017 Bonds services.

Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing enforceable obligations, or the expeditious wind-down of the affairs of the former Redevelopment Agency of the City of Maywood by the Successor Agency.

Section 4. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved Amended ROPS 25-26B on the Successor Agency's Internet website (being a page on the Internet website of the City of Maywood).

Section 5. The officers and the other Staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF, and making adjustments to Amended ROPS 25-26B pursuant to the DOF's instructions, and any such actions previously taken are hereby ratified and confirmed.

Section 6. The officers and other staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution and the Administrative Budgets and any such actions previously taken are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED THIS 27th day of August, 2025.

Mayra Aguiluz, Mayor

ATTEST:

APPROVED AS TO FORM:

Miguel Leon, Deputy City Clerk

Roxanne Diaz, City Attorney

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

I, Miguel Leon, Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6431 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 27th day of August 2025 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Miguel Leon, Deputy City Clerk

Fourth District Oversight Board Agenda Staff Report

DATE: September 16, 2025

TO: Edward H.J. Wilson, Chair

FROM: Staff to the Successor Agency to the Maywood Community Redevelopment Agency

SUBJECT: RESOLUTION NO. OB-6431 APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE 2025-26B FISCAL PERIOD OF JANUARY 1, 2026 TO JUNE 30, 2026; AUTHORIZING TRANSMITTAL TO THE STATE DEPARTMENT OF FINANCE UNDER DISSOLUTION LAW

RECOMMENDATION:

It is recommended that the Fourth District Oversight Board:

Adopt Resolution No. OB-6431 approving the Amended Recognized Obligation Payment Schedule for the fiscal period of January 1, 2026 to June 30, 2026 ("ROPS 25-26B") therewith, subject to submittal to, and review by the State of California, Department of Finance ("DOF").

BACKGROUND:

The redevelopment dissolution laws (AB 1x 26, et al.) established a comprehensive statutory process for the dissolution and wind down of all redevelopment agencies (RDA). Pursuant to Health and Safety Code (HSC) Section 34177, each Successor Agency (SA) was required to submit a ROPS to the California Department of Finance (DOF) every six months. On September 22, 2015, the Governor signed SB 107 which revised the timeline for the preparation of the ROPS from a bi-annual process to an annual process for the fiscal period beginning July 1, 2016.

As Successor Agency, the City is responsible for all of the assets, properties, contracts, leases, obligations, and records of the former Redevelopment Agency. The ROPS shall include any bonds, loans, payments required by the federal government, contracts, costs associated with Disposition and Development Agreements, and other similar obligations to third parties.

DISCUSSION:

HSC § 34177 (o)(1)(E) of the Dissolution Law provides that once per Recognized Obligation Payment Schedule period, and no later than October 1, a successor agency may submit one amendment to the Recognized Obligation Payment Schedule approved by the department pursuant to this subdivision, if the oversight board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second one-half of the Recognized Obligation Payment Schedule period, which shall be defined as January 1 to June 30, inclusive. A successor agency may only amend the amount requested for payment of approved enforceable obligations.

This Amended ROPS 25-26B was approved by the Successor Agency on August 27, 2025, and must now be approved by the Fourth District Oversight Board ("Oversight Board") before it can be submitted to the DOF, State Controller's Office, and the County Auditor-Controller by no later than October 1, 2025.

DOF provided the Successor Agency with a partially completed ROPS form to standardize the form and make it consistent with DOF's automated tracking system.

ROPS Items

The ROPS 25-26B amended item is as follows:

1. Bank Administrative Services for Series 2017-Tax Allocation Bonds (No. 15) – \$10,500. This is to include the one-time cost for FY 2021-2024 continuing disclosure reporting of \$7,500 and the current year continuing disclosure reporting OF \$3,000.

Copy of the Amended ROPS 25-26B is included with the Oversight Board Resolution, which is included as Attachment 1-2 to this agenda report.

Upon receipt of an Oversight Board-approved Amended ROPS, DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. The RPTTF distribution dates for the ROPS 25-26B period is January 2, 2026.

FISCAL IMPACT:

None until approved by DOF. If the DOF approves the Amended ROPS 25-26B as submitted, it is anticipated that the Successor Agency will receive an additional **\$10,500** of Redevelopment Property Tax Trust Fund ("RPTTF"), to pay the Successor Agency's enforceable obligations for the fiscal year July 1, 2025 to June 30, 2026.

ATTACHMENTS

1. Resolution No. OB 6431 to Approve ROPS 25-26B
 - Attachment 1&2: Amended ROPS 25-26B covering January 2026 through June 2026

**FOURTH DISTRICT OVERSIGHT BOARD
RESOLUTION NO. OB-6431**

A RESOLUTION OF THE LOS ANGELES COUNTY FOURTH SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE 25-26B FISCAL PERIOD OF JANUARY 1, 2026 TO JUNE 30, 2026, INCLUDED THEREWITH, OF THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY, SUBJECT TO SUBMITTAL TO, AND REVIEW BY, THE STATE DEPARTMENT OF FINANCE PURSUANT TO THE DISSOLUTION LAW, AND AUTHORIZING POSTING THEREOF FOR THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, pursuant to Assembly Bill (AB) x1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Maywood Community Redevelopment Agency ("Former Agency") was dissolved as of February 1, 2012, and the City of Maywood elected to serve as the Successor Agency to the Former Agency ("Maywood Successor Agency"); and

WHEREAS, pursuant to the California Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts; and

WHEREAS, the Fourth Supervisorial District Consolidated Oversight Board ("Fourth District Oversight Board") has jurisdiction over the Maywood Successor Agency; and

WHEREAS, the Fourth District Consolidated Oversight Board held a special meeting on September 16, 2026; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Fourth District Oversight Board, has fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues under the Dissolution Law, in particular Section 34188; and

WHEREAS, Sections 34177(m), 34177(o) and 34179 provide that each Recognized Obligation Payment Schedule ("ROPS") is submitted to, reviewed and approved by the successor agency and then reviewed and approved by the oversight board before final review and approval by the State Department of Finance ("DOF"); and

WHEREAS, Section 34177(o) of the Dissolution Law requires that the Amended ROPS 2025-26B fiscal period of January 1, 2026 to June 30, 2026 ("ROPS 25-26B") be submitted to the DOF by the Maywood Successor Agency, after approval by the Fourth District Oversight Board, no later than October 1, 2025; and

WHEREAS, the Amended ROPS 25-26B, in the form required by DOF, is attached as Attachment 1 & 2 and the two attachments are fully incorporated by this reference; and

WHEREAS, the Maywood Successor Agency has reviewed and approved the Amended ROPS 25- 26B at its regular meeting held on August 27, 2025; and

WHEREAS, the Fourth District Oversight Board has reviewed the Maywood Successor Agency's Amended ROPS 25-26B and desires to approve the Amended ROPS 25-26B, therewith, and to authorize the Maywood Successor Agency to transmit such ROPS to the DOF, with copies to the County of Los Angeles Auditor-Controller, and the State Controller's Office pursuant to the Dissolution Law.

NOW THEREFORE, THE LOS ANGELES COUNTY FOURTH SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

SECTION 2. The Fourth District Oversight Board hereby approves the Amended ROPS 25-26B submitted therewith.

SECTION 3. The Fourth District Oversight Board authorizes transmittal to the DOF of the Amended ROPS 25-26B with copies to the County of Los Angeles Auditor-Controller, and the State Controller's Office.

SECTION 4. The Maywood City Manager/Executive Director and/or his authorized designee, is directed to post this Resolution, including the Amended ROPS 25-26B, on the City's website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h) written notice and information about certain actions taken by the Fourth District Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing. The Fourth District Oversight Board's action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of September 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST:

Edward H.J. Wilson,
Chair Fourth
Supervisory District
Consolidated Oversight Board

Cesar Hernandez, Deputy Clerk

Amended Recognized Obligation Payment Schedule (ROPS 25-26B) - Summary
Filed for the January 1, 2026 through June 30, 2026 Period

Successor Agency: Maywood
County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	ROPS 25-26B Authorized Amounts	ROPS 25-26B Requested Adjustments	ROPS 25-26B Amended Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 340,995	\$ 10,500	\$ 351,495
F RPTTF	215,995	10,500	226,495
G Administrative RPTTF	125,000	-	125,000
H Current Period Enforceable Obligations (A+E)	\$ 340,995	\$ 10,500	\$ 351,495

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Maywood
Amended Recognized Obligation Payment Schedule (ROPS 25-26B) - ROPS Detail
January 1, 2026 through June 30, 2026

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
			\$15,336,658	\$-	\$-	\$-	\$215,995	\$125,000	\$340,995	\$-	\$-	\$-	\$10,500	\$-	\$10,500	
5	Successor Agency Staff Administrative Costs	Admin Costs	\$250,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
12	Series 2017A-1Tax Allocation Bonds	Bonds Issued After 12/31/10	\$14,308,828	-	-	-	207,360	-	\$207,360	-	-	-	-	-	\$-	
13	Series 2017A-2Tax Allocation Bonds	Bonds Issued After 12/31/10	\$181,830	-	-	-	2,635	-	\$2,635	-	-	-	-	-	\$-	
15	Bank Trustee Admin Fee	Fees	\$6,000	-	-	-	6,000	-	\$6,000	-	-	-	10,500	-	\$10,500	The City was unaware Continued Disclosure Reports are required for bond-Series 2017A-1& 2 Tax.
17	Property Management Plan and Property Disposition	Property Dispositions	\$590,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF PAVEMENT REHABILITATION PROGRAM FY 2024-2025, CITY PROJECT NO. 6224

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept project completion for the City of Maywood Pavement Rehabilitation Program FY 2024-2025 Project as performed by Onyx Paving Company, Inc., for a total amount of \$1,242,346.96; and
2. Authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and
3. Authorize the City Manager to release a retention payment of \$62,117.35 to Onyx Paving Company, Inc. within 35 days following recordation of the Notice of Completion pursuant to contract documents.

BACKGROUND:

On January 6, 2025, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on February 5, 2025, at 2:00 PM.

On February 5, 2025, at 2:00 PM, a total of ten (8) bids were received. Staff conducted a bid analysis based on the base bid amounts for the apparent low bidder, Onyx Paving Company, Inc., and verified their CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, Onyx Paving Company, Inc. was found to be the lowest responsive and responsible bidder.

On February 26, 2025, the City Council awarded a construction contract for \$1,123,000.00 to Onyx Paving Company, Inc. for the Pavement Rehabilitation Program FY2024-2025. The project's construction budget also included a contingency budget of \$168,450.00 (15% of Contract) for any unforeseen conditions as necessary. The total established construction budget was \$1,291,450.00.

DISCUSSION:

On April 14, 2025, Onyx Paving Company, Inc. commenced construction work for the Pavement Rehabilitation Program FY 2024-2025. The project included asphalt concrete resurfacing (cold mill and overlay), asphalt

slurry seal, concrete curb ramps, curb and gutter, sidewalk replacement at various locations, striping and pavement markings, and related work necessary to complete this project. All improvements have been completed satisfactorily, and in conformance with the approved project specifications. The total construction cost amounted to \$1,242,346.96, which is within the approved construction budget.

Staff recommends that City Council accept the project as complete, authorize filing a Notice of Completion, and release of retention payment pursuant to contract documents.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action. All work was completed within the previously approved budget.

ATTACHMENT(S)

1. 1. Attachment No. 1, Notice of Completion – Pavement Rehabilitation Program FY 2024-2025

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MAYWOOD
4319 E Slauson Ave
Maywood, CA 90270

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Maywood
3. The full address of the owner is: 4319 E Slauson Ave, Maywood, CA 90270
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
NONE		

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on July 21, 2025. The work was: Pavement Rehabilitation Program FY2024-2025.

8. The name of the contract, if any, for such work of improvement was
Onyx Paving Company, Inc. March 20, 2025
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in Maywood, County of Los Angeles, State of California, and is described as follows: Various locations city-wide.

10. The street address of the property is NONE
(IF NO STREET ADDRESS HAS BEEN OFFICIALY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

_____, City Manager
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the _____ of _____, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6432 APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No.6432 approving the Amended and Restated Joint Exercise of Powers Authority (JPA) Agreement for the Los Angeles Gateway Region Integrated Regional Water Management Authority (GWMA).

BACKGROUND:

On April 10, 2025, GWMA's Governing Board approved an Amended and Restated JPA. The City of Maywood later adopted this JPA Agreement on May 28, 2025. Shortly thereafter, the City was made aware that the GWMA required a Resolution approving the adoption of the JPA Agreement. Before the City Council, is the requested resolution.

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("Gateway Water Management Authority" or "GWMA") was established in 2007 by a Joint Powers Authority Agreement ("JPA"). The agency was formed to address the state's efforts to encourage and prioritize regional, multi-party, and/or multi-benefit projects for competitive funding. Because GWMA's membership and responsibilities have grown and evolved since its inception, the JPA Agreement was amended to best reflect current and anticipated activities, roles, and responsibilities.

DISCUSSION:

The Gateway Water Management Authority was formed in 2007 to address water supply reliability, water quality, stormwater, and flood control in the Gateway Region of Los Angeles County. With a population of more than 2 million people, GWMA members have successfully worked together to develop regional projects, and seek and receive local, state and/or federal funds to support those projects.

GWMA members are made up of Gateway cities and water agencies that represent distinctive hydrogeological, topographic, demographic, political, and economic elements. Membership in the GWMA has proven to successfully communicate the Gateway region's needs with a single voice increasing opportunities for project and funding partners.

On April 10th, GWMA's Governing Board approved the amended JPA Agreement.

Staff recommends that the City Council approve the attached Resolution approving the JPA agreement, which was approved by the City Council on May 28, 2025.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact related to the approval of this Resolution.

ATTACHMENT(S)

1. JPA Agreement - Amended and Restated GWMA - Fully Executed
2. No. 6432 – JPA Agreement Water Mgmt

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of April 10, 2025, is entered into by and between the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier, the Central Basin Municipal Water District, the Long Beach Public Utilities Department (acting through its Board of Public Utilities Commissioners), and the Water Replenishment District of Southern California, all of which are public agencies and/or municipal corporations. Each of the foregoing are sometimes referred to herein as “Member”, or collectively as “Members.”

RECITALS

(i) In 2007, the cities of Cerritos, Downey, Lakewood, Long Beach, Norwalk, Paramount, Santa Fe Springs, Signal Hill, and South Gate initially entered into a Joint Exercise of Powers Agreement (“Original Agreement”) and created the Los Angeles Gateway Region Integrated Regional Water Management Authority (“GWMA”). Since its creation, additional Members, as listed above in the preamble, have been added to the GWMA pursuant to the provisions of the Original Agreement.

(ii) Each Member is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Agreement in order to exercise powers common to these public agencies.

(iii) This Agreement creates a public entity, separate from its Members, that is capable of carrying out the purposes of this Agreement.

(iv) Each Member is a “local agency,” as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. (“IRWMPA”). As of the effective date of this Agreement, all Members function within the County of Los Angeles.

(v) It remains the intent of the Members in entering into this Agreement to operate as a “regional water management group,” as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members’ jurisdictional areas (collectively, “Gateway Region”) and (b) perform other regional responsibilities for water development and management, as described herein.

(vi) All of the cities which are Members are permittees under the “Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties,” NPDES Permit No. CAS004004 (“MS4 Permit”), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region.

(vii) The Members desire to amend and restate the Original Agreement in order to further state their intent to cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality, as described herein.

(viii) The Members acknowledge that the GWMA may contract and cooperate with other regional water management groups and agencies to develop, administer, update, and implement, an Integrated Water Management Plan for the Greater Los Angeles County area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a “regional water management group,” to jointly prepare, contract for the preparation and implementation of, and/or adopt a “regional plan” for the management of water resources, and for implementation and operation of “qualified projects or programs,” and/or the preparation of “qualified reports and studies,” as those quoted terms are defined in the IRWMPA. In accordance with the IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the preparation of a water supply assessment; the planning, construction or modification of a flood management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program. In addition, the purpose of this Agreement is to implement and from time to time revise certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, that have been developed by the Members and to perform such other responsibilities to promote water quality within the Gateway Region. Notwithstanding the citation of specific legal authority for the foregoing, the Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water storage, water treatment, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies and MS4 operators.

3. Establishment. Pursuant to the Joint Exercise of Powers Act, the Original Agreement established a Joint Powers Authority which is a regional water management group and a public entity separate from the parties to this Agreement. The name of the entity is the “Los Angeles Gateway Region Integrated Regional Water Management Authority” and may be referred to as the “Gateway Water Management Authority.” The GWMA shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This amended and restated Agreement is effective as of the latest date by which a super-majority of the Members, acting through their legislative bodies, adopt resolutions approving this amended and restated Agreement and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the GWMA have been satisfied and all assets of the GWMA have been distributed. A super-majority for purposes of this Section 4 shall mean the affirmative vote of two-thirds (2/3) of the Members.

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the GWMA shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder; provided that, if the City of Long Beach ceases to be a Member, then the GWMA shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder; in that the aforesaid cities are charter cities with statutory authority over a water supply.

6. Governing Board. The governing body of the GWMA is the Governing Board which is comprised of one representative from each Member, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the GWMA and shall act consistent with and in furtherance of the purposes of this Agreement and the GWMA.

(a) Appointment. The legislative body of each of the Member shall appoint one member of the Governing Board and may appoint up to three alternate Board members. If neither the Governing Board member nor the Member's alternate(s) can attend a scheduled meeting, one time per year the chief executive (e.g., city manager) or the assistant chief executive of such Member may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.

(b) Term of Members. Each member and alternate member of the Governing Board serves until removed by the applicable Member's legislative body. Board members and alternates may be removed at any time by the appointing Member's legislative body. Vacancies shall be filled in the same manner as the original appointment.

(c) Compensation. Governing Board members receive no compensation for attending required meetings.

(d) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. Actions taken by the Governing Board shall require a majority or super-majority vote as provided below in Section (e).

(e) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of two-thirds (2/3) of the Governing Board members present.

(f) Responsibilities. The Governing Board will:

- (1) Determine general policy for GWMA activities.
- (2) Act on behalf of all Members in adopting strategies to pursue the purposes of the GWMA and implement such strategies.
- (3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the GWMA, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.
- (4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the GWMA.
- (5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.
- (6) Share costs equally among the Members, except as otherwise provided herein.
- (7) Approve or deny applications from local public agencies for admission to the GWMA or expel a member from the GWMA.
- (8) Adopt by-laws, rules and regulations governing operations of the GWMA.
- (9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*).

(g) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one (1) regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the GWMA and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with rules of procedure adopted by the Governing Board (the most current edition of “Roberts Rules of Order” as of the effective date of this Agreement). Except as specifically provided elsewhere in this Agreement, any rule of procedure affecting the order of business may be suspended with the approval of a majority of Board members then voting.

7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, treasurer and/or such other officers as the Board shall find appropriate. The Governing Board shall also appoint a secretary, who need not be a member of the Governing Board. Each officer shall serve at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the GWMA shall be executed by the Chair or the Executive Officer, and attested to by the Secretary and approved as to form by GWMA’s legal counsel or other appropriate officer.

(b) Employees. The Governing Board may appoint an Executive Officer, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the GWMA directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Governing Board shall appoint a qualified person to act as the Auditor, who need not be a member of the Governing Board. GWMA shall cause an independent annual audit of the GWMA's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the GWMA shall be the depositor and shall have custody of all money of the GWMA received from whatever source. The Auditor of the GWMA shall draw warrants to pay demands against the GWMA when the demands have been approved by the GWMA by its authorized representative pursuant to any delegation of authority by the GWMA. The Treasurer and Auditor shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act. The Governing Board may transfer the responsibilities of Treasurer and/or Auditor to any person or entity as may then be authorized by law.

(d) Consultants. The GWMA is authorized to enter into contracts and pay consultants pursuant to the GWMA's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including the provision of professional, financial, legal, administrative, technical or other services. A consultant may be designated as an officer, including the Executive Officer, of the GWMA.

(e) Lead Agency. The Governing Board may, but is not required to, select from the Members, a Lead Agency for the GWMA. In such case, the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the GWMA, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the GWMA and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. If a lead agency is selected, by majority vote the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the GWMA.

(f) Property of the GWMA. Pursuant to California Government Code Section 6505.6, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Treasurer, to receive, deposit, invest, and disburse the money of the GWMA pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the GWMA, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to implement the agreed upon provisions of the MS4 Permit on behalf of the Members and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the GWMA shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

- (a) To exercise the common powers of its Members;
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
- (e) To acquire, hold or dispose of real or personal property;
- (f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;
- (g) To sue and be sued in its own name;
- (h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
- (i) To obtain insurance for the GWMA and contract for risk management services;
- (j) To invest money of the GWMA in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;
- (k) To prepare and support legislation related to the purposes of this Agreement;
- (l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the GWMA; and
- (m) To exercise all other powers necessary and proper to carry out the provisions of this Agreement.

10. Limitations. The GWMA shall not have the power of eminent domain.

11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the GWMA which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over \$100,000 shall require a super-majority vote of the Governing Board to approve. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member,

shall make the required contribution, provided that any Member not wishing to make such contribution may, in the alternative, withdraw from the GWMA within said period by adopting a resolution of withdrawal by its legislative body and otherwise complying with Section 15.

12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply with the Gateway Cities Region, may apply to become a member of the GWMA pursuant to an action taken by the legislative body of such public agency and may become a Member upon a super-majority vote of the Governing Board and execution of this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a payment of any costs incurred by the GWMA to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the GWMA.

13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the GWMA and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The Auditor shall either prepare or contract with a certified public accountant to prepare an annual audit of the GWMA's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the GWMA, as specified in the Joint Exercise of Powers Act, shall be followed.

14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein or by applicable law, no Member shall be individually responsible for any of the debts, liabilities or obligations of the GWMA, and all such debts, liabilities and obligations shall exclusively be those of the GWMA.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the GWMA and all other Members, and employees, officers and agents of the GWMA, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The GWMA shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation,

operation, functioning, decisions, or actions of the GWMA or the GWMA's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the GWMA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the GWMA, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member public agency or the GWMA solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of GWMA funds to defend, indemnify and hold the GWMA, members of the Governing Board, and/or any employee or agent of the GWMA, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the GWMA.

(d) Self-Insure. The GWMA may self-insure or purchase insurance, and/or-, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.

15. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the GWMA by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than one hundred twenty (120) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the GWMA has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

16. Effect of Termination. Upon termination of this Agreement by the GWMA, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the GWMA. This Agreement may not be terminated so long as the GWMA has any outstanding contractual obligations or other indebtedness.

17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

To Member public agencies at each Member public agency's official business address, personally addressed to that agency's Governing Board member;

To the GWMA at 16401 Paramount Boulevard, Paramount, California 90723. This address shall be the GWMA's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. Except for amendments that change the GWMA's powers, duties, indemnification requirements, or financial responsibilities, this Agreement may be amended by a super-majority vote of the Governing Board. Otherwise, this Agreement may be amended by a majority vote of the Governing Board and by a majority vote of the Members acting by resolution of their legislative bodies.

19. Legal Actions.

(a) Remedies. The GWMA is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the GWMA, service of process on the GWMA shall be made by personal service upon the Executive Officer or Secretary of the GWMA, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

20. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the GWMA of any agency of the GWMA, this Agreement shall be

liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

21. Conflicts of Interest. No officers, official, or employee of the GWMA shall have any financial interest, direct or indirect, in the GWMA nor shall any such person participate in any decision relating to the GWMA which affects his or her financial interests, in violation of any State law or regulation.

22. Books and Records. All books, records, accounts, and documents of the GWMA shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 7920.000, *et seq.*) shall be public records. This Section does not authorize the release of any confidential records which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

23. Principal Office. The principal office of the GWMA shall be that of the office of the Executive Officer or as from time to time designated by the Board.

24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

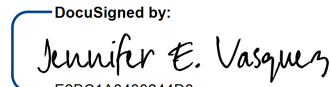
25. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

26. Filing with Secretary of State. The Executive Officer of the Governing Board is directed to file with the office of the California Secretary of State and State Controller a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Sections 6503.5 and 6503.6 and shall file all other official notices as may be required by law.

27. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and amends, replaces, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

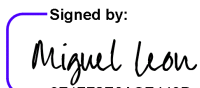
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

DocuSigned by:

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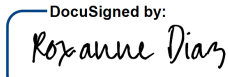
(signature)
Name: Jennifer E. Vasquez
Title: City Manager
City/Agency Name: City of Maywood

ATTEST BY:

Signed by:

6E17F2E0ACE443D...

(signature)
Name: Miguel Leon
Title: Deputy City Clerk

APPROVED AS TO FORM BY:

DocuSigned by:

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(signature)
Name: Roxanne Diaz
Title: City Attorney

RESOLUTION NO. 6432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY

WHEREAS, City of Maywood (the “Agency”) is a “local agency,” as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. (“IRWMPA”); and

WHEREAS, the Agency is a permittees under the “Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties,” NPDES Permit No. CAS004004 (“MS4 Permit”), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region

WHEREAS, the Agency is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and is authorized to enter into an agreement to exercise powers common to the member public agencies.

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Authority (“GWMA”) was established to operate as a “regional water management group,” as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Gateway Region and (b) perform other regional responsibilities for water development and management.

WHEREAS, through the GWMA, participating agencies also cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality.

WHEREAS, on April 10, 2025, the GWMA Board adopted, by a super-majority vote, a proposed amendment to the GWMA’s Joint Exercise of Powers Agreement (the “Amended and Restated Agreement”) to, among other things, update the purposes of the GWMA relating to the MS4 Permit and to make other changes intended to modernize the governance of the GWMA.

WHEREAS, the proposed Amended and Restated Agreement will take effect upon adoption by a super-majority of the legislative bodies of the GWMA’s members.

WHEREAS, the Agency’s legislative body desires to continue participating in the GWMA and to adopt the Amended and Restated Agreement.

THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY RESOLVES AS FOLLOWS:

Section 1. The Maywood City Council approved the “Amended and Restated Joint Exercise of Powers Agreement for the “Fifth Amended and Restated Joint Exercise of Powers Agreement for the Los Angeles Gateway Region Integrated Regional Water Management Authority,” attached hereto as Exhibit “A” to this Resolution on May 28, 2025.

Section 2. The Maywood City Council authorized the City Manager to execute the Amended and Restated Agreement approved in Section 1.

Section 3. The Clerk shall certify to the adoption of this Resolution and shall forward a copy of it to the GWMA.

PASSED, APPROVED AND ADOPTED THIS 27th day of August 2025.

Mayra Aguiluz, Mayor

ATTEST:

Miguel Leon, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Miguel Leon, Deputy City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6432 was adopted at a regular meeting of the City Council of the City of Maywood held on the 27th day of August 2025 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Miguel Leon, Deputy City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES FOR PUBLIC FACILITIES ADA IMPROVEMENTS PROJECT

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to formally advertise a Request for Proposals (RFP) for Engineering Services for the Preparation of Plans, Specifications, and Estimates for Public Facilities ADA Improvements Project.

BACKGROUND:

The City of Maywood is required under Title II of the Americans with Disabilities Act (ADA) to assess its services, policies, and practices to ensure they do not discriminate against individuals with disabilities, and to develop a Transition Plan identifying the physical changes needed to achieve “program access.”

On June 26, 2024, following a competitive RFP process, the City awarded a professional services agreement to Bureau Veritas to conduct a comprehensive self-evaluation of the City’s programs, services, public facilities, and pedestrian infrastructure in the public right-of-way (PROW). This process included extensive public outreach to ensure community feedback was incorporated.

The final ADA Self-Evaluation and Transition Plan was completed on May 2, 2025, and adopted by the City Council on June 25, 2025. The Plan identified accessibility deficiencies in both public facilities and the PROW, evaluated for compliance with Title II of the ADA and Chapter 11B of the California Building Code.

DISCUSSION:

While the Self-Evaluation and Transition Plan addresses public facilities and PROW deficiencies, this RFP focuses exclusively on the design of ADA-recommended accessibility improvements for public facilities. The Maywood Cesar Chavez Library, Pixley Park, and Riverfront Park, although identified in the Plan, are excluded from this project because they are currently undergoing independent improvement or renovation projects.

The facilities included in this project are:

- Benito Juarez Park – 5515 Maywood Avenue
- City Hall – 4319 East Slauson Avenue

- Maywood Boxing Club – 4747 East 56th Street
- Maywood Park & Recreation – 4801 East 58th Street
- Pine Avenue Park – 5313 Pine Avenue
- Public Works Yard – 5600 Heliotrope Avenue

To ensure that accessibility barriers with the greatest impact are addressed first, the City has adopted a multiphase implementation strategy:

- Phase One – City Hall
- Phase Two – Maywood Park & Recreation
- Phase Three – Benito Juárez Park, Maywood Boxing Club, Pine Avenue Park
- Phase Four – Public Works Yard
-

Within each facility, accessibility barriers are prioritized using the following levels:

- Priority 1: Path of travel
- Priority 2: Elements used for programs, services, and activities
- Priority 3: Restrooms and signage
- Priority 4: Access to auxiliary features and amenities
- Priority 5: Employee-only areas

To proceed with the design phase, the attached Request for Proposals (RFP) has been prepared and ready for release through Planet bids. The RFP seeks engineering services for the preparation of plans, specifications, and engineering estimates for ADA-recommended improvements identified in the Self-Evaluation and Transition Plan at the above-listed facilities. Funds in the amount of \$100,000 are budgeted in the 2025/26 CIP for the ADA improvements.

Staff recommends that the City Council authorize the release of the RFP for Engineering services for the Public Facilities ADA Improvements Project.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The release of the RFP has no immediate impact on the General Fund. However, the City has allocated \$100,000 from the General Fund in the FY 2025-26 budget to support this project.

ATTACHMENT(S)

1. RFP For Design Services Maywood Public Facilities ADA



City of Maywood
Request for Proposals
for Engineering Services
for the Preparation of PS&E
(Plans, Specifications and Estimates) for
Maywood Public Facilities ADA Improvements
Project

PROPOSALS MUST BE RECEIVED NO LATER THAN **3:00 P.M.,
October 3, 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: September 2, 2025

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1. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most qualified Consultant to provide engineering services for the preparation of Plans, Specifications, and Estimates (PS&E) for public facilities ADA improvements identified in the City's recently adopted Accessibility Title II Self-Evaluation and Transition Plan dated May 2, 2025. The project scope will address physical barriers to accessibility within City-owned buildings, parks, and other public facilities, in compliance with Title II of the Americans with Disabilities Act (ADA) and Chapter 11B of the California Building Code. Public right-of-way (PROW) deficiencies identified in the assessment are excluded from this contract.

The Consultant's work will include, but is not limited to, architectural, structural, electrical, mechanical, and plumbing plans; other necessary building-related design services; and geotechnical studies if required. The City intends to award one Professional Services Agreement for this work on a not-to-exceed basis.

2. BACKGROUND

The City of Maywood is initiating ADA public facility improvements identified in its recently adopted Accessibility Title II Self-Evaluation and Transition Plan. This project addresses physical barriers to accessibility within City-owned buildings, parks, and other public facilities, in compliance with Title II of the Americans with Disabilities Act (ADA) and Chapter 11B of the California Building Code.

The work will be limited to the public facilities listed below only and will exclude recommended improvements in the public right-of-way (PROW):

- **Benito Juarez Park** – 5515 Maywood Avenue
- **City Hall** – 4319 E Slauson Avenue
- **Maywood Boxing Club** – 4747 E 56th Street
- **Maywood Park & Recreation** – 4801 E 58th Street
- **Pine Avenue Park** – 5313 Pine Avenue
- **Public Works Yard** – 5600 Heliotrope Avenue

Improvements may include, but are not limited to, accessible parking upgrades, building entryway modifications, interior route adjustments, restroom accessibility improvements, compliant signage, and enhancements to program-related amenities, as prioritized in the Transition Plan.

Barrier removal of physical/structural barriers to accessibility will not be instantaneous, but rather, it will occur over the course of several years. In order to prioritize barrier removal that will have the most impactful effect, the City of Maywood has adopted a multi-phase strategy.

- Phase One – City Hall
- Phase Two – Maywood Park and Recreation

- Phase Three – Benito Jaurez Park, Maywood Boxing Club, Pine Avenue Park
- Phase Four – Public Works Yard

In addition to barrier removal based on a facility phasing, barrier removal at each individual facility will be prioritized further according to their priority level.

The following priority levels have been used to assign priorities to barriers within each property and facility.

- Priority 1: Path of Travel
- Priority 2: Elements used for programs, services, and activities
- Priority 3: Restrooms, Signage
- Priority 4: Access to Auxiliary Features and Amenities
- Priority 5: Employee-only Areas

Click the following link for a copy of the [Accessibility Title II Self-Evaluation and Transition Plan](#).

3. SCOPE OF SERVICES

The purpose of this RFP is to retain a qualified consultant firm to prepare complete Plans, Specifications, and Estimates (PS&E) for ADA accessibility upgrades at the above referenced public facilities. The scope will include all architectural, structural, mechanical, electrical, plumbing, and related design services necessary to correct identified accessibility deficiencies and bring the facilities into compliance with ADA and CBC accessibility standards, as well as applicable building and safety codes.

The selected consultant will be responsible for:

I. PS&E Phase Services

- Review the Accessibility Title II Self-Evaluation and Transition Plan; conduct additional field investigations as necessary. ***With the exception of Maywood Boxing Club and Public Works Yard, the City has available facility plans (that are not as-bults). To view the plans at City Hall, please contact Jerry Gomez jerry.gomez@cityofmaywood.org to schedule an appointment.***
- Prepare Design Plans addressing the specific ADA deficiencies at each facility, including site plans, floor plans, elevations, and accessibility upgrade details. The design plans shall include adequate technical and other information for bidding purposes and implementation/construction.
- Incorporate all necessary improvements to meet current ADA and CBC accessibility standards, consistent with the Transition Plan findings.
- Develop complete construction drawings, technical specifications, and an

itemized cost estimate (“schedule of values”) for bidding. The cost estimate shall include breakdown for each location.

- Coordinate with the City’s Building & Safety Department, Fire Department, and other applicable regulatory agencies to secure all required approvals.
- Provide a preliminary construction schedule.
- Attend monthly progress meetings with City staff and up to two City Council presentations (include as separate task).
- Prepare CEQA documentation if required (include as separate task).

II. Bidding Phase Services

- Respond to bidder questions as necessary.

III. Construction Phase Services

- Provide technical support to the City’s Construction Manager, including responses to RFIs and review of shop drawings.
- Attend construction meetings as requested.
- Review contractor change order requests related to consultant’s design.
- Participate in project walk-throughs and assist with punch list preparation.
- Prepare as-built plans.

4. SCHEDULE

	<u>Deadlines</u>
Release of Requests for Proposals	September 2, 2025
Submittal of Questions	September 16, 2025, by 3:00 pm
Response to Questions	September 22, 2025
Proposal Due Date	October 3, 2025, by 3:00 pm
Proposal Review/Evaluation	October 2025
Interview (if required)	October 2025
Tentative City Council award	October 22, 2025
Tentative Start date	November 8, 2025

* These dates are anticipated and may change.

5. QUESTIONS

All inquiries regarding this request must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

6. 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: Jennifer Vasquez, City Manager
4319 Slauson Avenue
Maywood, CA 90270

Separate files shall be submitted for Technical and Fee Proposals.

Please use the following Title for Technical Proposal:

TECHNICAL PROPOSAL, A&E SERVICES, MAYWOOD PUBLIC FACILITIES ADA IMPROVEMENTS PROJECT

Please use the following Title for Fee Proposal:

FEE PROPOSAL, A&E SERVICES, MAYWOOD PUBLIC FACILITIES ADA IMPROVEMENTS PROJECT

Submittals received after the specified date and time will be considered late and will not be considered for further evaluation.

7. 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. 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 III - 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. At a minimum, Respondent should have at least five (5) years of consecutive experience.
 - c. Provide at least five references that received similar services from 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. Schedule
 - a. Provide a detailed project schedule showing tasks and durations. The final completion date of the schedule shall be the time duration from the date of City's authorization to proceed that the consultant commits to have the PS&E Bid Package ready for construction bid advertisement.
 - b. Show the review durations by City and any other agencies with your estimated duration allocations. Assume 3 review durations for City and LA County Fire Department. Show the time that the Consultant will take to make necessary revisions to the plans per the comments received from City and Fire Department. Indicate any critical paths. The City prefers the schedule to be prepared on MS Project, but, other similar schedule formats are acceptable. City's goal is to have the PS&E Bid Package ready for construction bid advertisement within approximately 6 months or sooner of City's Notice to Proceed to the selected consultant.

B. COST PROPOSAL

The Cost Proposal shall be submitted in a separate electronic file.

Fee shall be provided in detail per each task identified on this RFP and separated by each identified location and furthermore by priorities, including staff hours, hourly rates, and any subconsultant cost (if applicable). If subconsultant is proposed, provide the same detail with hours and hourly rates.

The City reserves the right to award contracts for all, some, or only selected facility locations, depending on available funding.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, 20__ ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform _____.

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

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

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

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

Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

Ver. 3/2020

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

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

Permits and Licenses. Consultant 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.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through _____, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

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, _____, as more particularly described in **Exhibit B** ("Compensation"). 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). In no event shall the Consultant be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative

shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

Invoices. Consultant 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 Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

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

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

5. Independent Contractor.

A. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel

shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification

A. **General Requirements.** The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. **Indemnification.** Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from (i) any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

7. Information and Documents.

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

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City

and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless 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, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their

officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c).

Other Indemnities.

i. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, 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 “Claims”), 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

ii. Consultant shall pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

iii. Consultant 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 Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims 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 Consultant’s

subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

Workers' Compensation Acts not Limiting. Consultant's 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. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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

a. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

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

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

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 Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

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 Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) ☐ If this box is checked, Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

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.

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

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

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

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

Cancellations or Modifications to Coverage. Consultant 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, Consultant 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.

City Remedy for Noncompliance. If Consultant 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 Consultant'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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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

Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

11. Mutual Cooperation.

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

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

12. Records and Inspections. Consultant 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. Consultant 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.

13. Termination of Agreement.

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

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

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

15. Default.

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

In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision

of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

If to Consultant:

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant 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. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it

be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

23. Non-Appropriation of Funds. Payments to be made to Consultant 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant'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.

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Maywood,
a California municipal corporation

Consultant:

NAME OF CONSULTANT

By: _____
Frank Garcia
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

A-1

EXHIBIT B

COMPENSATION

B-1

EXHIBIT C

LABOR CODE 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. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

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.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF THE APPROVAL OF A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF THE GATEWAY CITIES REGIONAL FIBER OPTIC NETWORK (GCRFON)

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Right-of-Way (ROW) Use Agreement between the City of Maywood and the Gateway Cities Council of Governments (GCCOG) for the installation, operation, and maintenance of the Gateway Cities Regional Fiber Optic Network (GCRFON), in the form negotiated, finalized and approved by the City Attorney and City Manager; and
2. Authorize the City Manager to execute the Agreement, and any other necessary documents to carry out the intent of this action, in a form approved by the City Attorney

BACKGROUND:

The Gateway Cities Council of Governments (GCCOG) is leading the development of the Gateway Cities Regional Fiber Optic Network (GCRFON), a regional broadband infrastructure initiative aimed at connecting public agency facilities across Southeast Los Angeles County with high-speed fiber optic communications. This initiative will provide secure and reliable regional communications that support improved municipal operations, emergency preparedness, and digital access for local communities.

The GCCOG pursued a \$46.1 million grant from the California Public Utilities Commission (CPUC) and entered into a Joint Build Agreement with the California Department of Technology (CDT) to design and construct the Gateway Cities Regional Fiber Optic Network (Network) for a total of \$103 million, for the purpose of furthering digital equity and expanding connectivity, competition, affordability, and access in the Gateway region.

Private companies have traditionally been responsible for deploying the infrastructure required to provide Internet access to communities; however, they have not consistently invested in the infrastructure to deliver high-speed broadband via a fiber network. In an effort to satisfy this unserved need, local governments have actively analyzed the benefits of investing in fiber network infrastructures to facilitate broadband service.

One of the benefits of investing in a broadband infrastructure is closing the digital divide and enhancing economic development by supplying high-speed Internet access to residents and businesses. Additionally, businesses that require extensive bandwidth for conducting business are able to capitalize on the community's

infrastructure investment.

The City of Maywood, a participating member of the GCCOG, has been identified as one of the cities included in this multi-jurisdictional project. As a part of its membership in the GCCOG, the City has engaged in the development of the Network, which is being designed to deliver high-speed broadband to the city halls of participating cities and create an opportunity for greater broadband connectivity for residents and businesses in those cities.

DISCUSSION:

The Network is being designed to establish 885,444 feet of new fiber optic backbone cable throughout the Gateway region and interconnect with sections of the Statewide Middle Mile Backbone Network (MMBN). Additionally, the Network is being designed to deliver quality scalable broadband to 4,254 unserved locations as determined by CPUC standards.

For Maywood, the network design includes routes along the City's public rights-of-way, which will be accessed using underground conduit or aerial lines placed on existing poles. While the final routing within Maywood may evolve, all infrastructure will remain within previously disturbed public rights-of-way.

The current design includes 489,046 feet of underground fiber and 184,402 feet of aerial fiber, an upsizing of an existing fiber plant. It will also utilize the existing partner fiber network. The underground routes for the fiber will be placed within existing rights-of-way while all aerial routes will be attached to pre-existing poles. The fiber routes will ensure redundancy and future capacity with the construction of new and existing conduits within previously disturbed rights-of-way within a 288 strand of fiber cable.

The attached Right-of-Way Use Agreement between the City and the GCCOG will allow the City to utilize the Network by granting the GCCOG access to and encroachment of the City's rights-of-way in perpetuity for the purpose of installing, operating, and maintaining the Network. Exhibit A to the Agreement shows the current network design within the boundary of the City, and Exhibit B shows the current entire network design.

The Agreement will grant the City the right to use two (2) strands of dark fiber for municipal purposes (City Strands). The CGCOG will maintain the City Strands for the useful life of the asset. However, the City will be responsible for any required electronics, connections, improvements and equipment required to utilize the City Strands. The City will not have the right to transfer or assign the use of the City Strands.

The network design as depicted in Exhibits A and B of the Agreement may change due to factors unforeseen before and even during construction, which is common for a project of this magnitude. The GCCOG will work with City staff throughout the construction of the Network within the City's boundaries and will provide to the City as-built maps within sixty (60) days of completion of construction and final inspections.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact on the General Fund. All project costs for design, installation, maintenance, and restoration within the City will be covered by the GCCOG through its grants. City staff time associated with permit review and inspection will be coordinated through standard encroachment processes.

However, if the City elects to activate and utilize its allocated two (2) dark fiber strands in the future, it will be responsible for any costs related to network electronics, installation, connections, or upgrades necessary to enable and maintain municipal use. These future costs are currently undefined and would be evaluated and budgeted separately when activation is pursued.

ATTACHMENT(S)

1. GCRFON - Maywood ROW Agreement

**RIGHT-OF-WAY USE AGREEMENT
BETWEEN THE CITY OF MAYWOOD
AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS
FOR THE GATEWAY CITIES REGIONAL FIBER OPTIC NETWORK**

This Right-of-Way Use Agreement ("Agreement") is made by and between the City of Maywood ("City") and the Gateway Cities Council of Governments ("GCCOG"). City and GCCOG are each a "Party" and collectively known as the "Parties."

RECITALS

A. GCCOG has entered into a Joint Build Agreement with the California Department of Technology ("CDT") and has been awarded a grant by the California Public Utilities Commission ("CPUC") to design and construct the Gateway Cities Regional Fiber Optic Network ("GCRFON"), for the purpose of furthering digital equity and expanding connectivity, competition, affordability, and access for its participating member cities.

B. City desires to participate in the GCRFON project and grant GCCOG the right to use certain portions of its public rights-of-way ("ROW") for the purpose of installing, maintaining, and operating the GCRFON, as more fully set forth herein.

C. The City Council determines that participating in the GCRFON project serves the public interest, is beneficial for the broadband connectivity of City facilities, and creates an opportunity for greater broadband connectivity for its residents and businesses.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the Parties agree as follows:

1. GCCOG AUTHORIZATION TO ENCROACH UPON CITY PUBLIC RIGHTS-OF-WAY

Authorization. City hereby grants GCCOG a license to encroach under, on, and along its ROW for the purpose of the installation through securing an encroachment permit(s) , maintenance, and operation of the GCRFON upon various portions of City ROW, as more specifically depicted in Exhibit A attached hereto and incorporated herein, as may be modified or changed in the final design subject to City's approval. GCCOG shall be exempt from permit fees for the purpose of installing, maintaining, and/or operating the GCRFON. **Term.** This license is granted in perpetuity.

City's Use of the GCRFON. City shall have the right to utilize two (2) strands of dark fiber, for non-commercial purposes, along the path preliminarily identified in Exhibit B attached hereto and incorporated herein, as may be modified or changed in the final design ("City Strands"). No rent or license fee shall be payable to GCCOG from City for City's use of the City Strands. GCCOG, at no cost to City, shall maintain the City Strands for the useful life of the asset, and City shall provide at City's cost, all electronics, connections, and other improvements and equipment needed to utilize the City Strands. City shall not have the right to transfer or assign the use of the City Strands.

2. GCCOG'S RESPONSIBILITIES

A. Construction. GCCOG shall communicate and coordinate with City staff regarding the design and construction of the GCRFON. GCCOG shall provide to City staff completed engineering plans, traffic control plans, dates and schedules for construction activities, and other construction details as may arise. GCCOG shall provide City with as-built maps within sixty (60) days of completion of construction and final inspections.

B. Damage to Property. GCCOG shall assume all responsibility for all damage to property (including the GCRFON) that may arise from or be caused by GCCOG's performance under this Agreement or by the performance of any other party which GCCOG directly or indirectly employs to perform under this Agreement. Any damage to any property or public right-of-way resulting from the installation, maintenance, and operation of the GCRFON by GCCOG shall be caused to be repaired by GCCOG at no expense to City and to the reasonable satisfaction of City.

C. Relocation. GCCOG shall remove or relocate, at City's cost and/or expense, the GCRFON, or any part of it, if and when made necessary by either the installation, abandonment, change of grade, alignment or width of any street, sidewalk or other public facility or the construction, maintenance or operation of any City or other public agency underground or aboveground facilities (including, by way of example and not limitation, any sewer, storm drain, conduits, gas, water, electric or other utility systems or pipes), provided that City or other public agency is acting in its governmental capacity. In the event all or any portion of any ROW occupied by GCRFON is needed by City or other public agency for a governmental purpose or in the event the existence of GCRFON or any part of it shall be considered detrimental to the public health, safety, welfare, or convenience or to governmental activities including, but not limited to, interference with City or other public agency construction projects, or is in conflict vertically and/or horizontally with any proposed City or other public agency installation, GCCOG shall remove and relocate GCCOG Fiber Network or the involved part of it, at no cost to the City to such other location or locations in the public rights-of-way as may be designated by City or other public agency. City or other public agency must provide written notice to GCCOG at least one hundred eighty (180) days in advance of the need for such removal or relocation.

D. Dig Alerts. GCCOG shall become a member of the Underground Service Alert of Southern California ("DigAlert") and agrees to maintain and keep current its membership in DigAlert throughout the term of this Agreement, and to comply with applicable noticing and other requirements.

3. CITY RESPONSIBILITIES

To facilitate GCCOG's buildout of the GCRFON with minimal disruption to the general public, City agrees, to the best of its ability during the construction period, to cooperate with GCCOG to coordinate the design and construction of the GCRFON, including, but

not limited to, traffic management and notices to residents and businesses. City shall designate a point-of-contact for communications with GCCOG for GCRFON-related activities. The City Manager or designee shall have the authority to issue any needed approvals on behalf of City regarding the GCRFON.

4. OTHER TERMS

A. Responsibility for Costs. Except as specified otherwise herein, each Party will be responsible for and bear its own costs and expenses incurred at any time in connection with the performance of its responsibilities under this Agreement.

B. Dispute Resolution.

i. If a dispute arises between the parties relating to this Agreement, the Parties agree to use the following procedure prior to resorting to judicial relief by a court of competent jurisdiction: A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with and pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement. Each Party shall pay their own costs of mediation. The Parties shall jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the JAMS if they have been unable to agree upon such appointment within twenty (20) days from the conclusion of the negotiation period. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days.

ii. If the Parties are not successful in resolving the dispute through mediation as described above, the Parties may pursue any remedy at law or in equity by a court of competent jurisdiction.

iii. Notwithstanding the provisions of this subsection, either Party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement or to enjoin the other Party from an asserted breach thereof on a showing that the moving Party would otherwise suffer irreparable harm.

C. Indemnity and Defense.

i. GCCOG shall defend, indemnify, and hold City, its elected officials, officers, agents, employees, and volunteers, harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GCCOG, its officers, agents, or employees.

ii. City shall defend, indemnify and hold GCCOG, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents, employees.

D. Notices. All notices required or provided for under this Agreement shall be in writing, delivered in person or by certified mail, return receipt requested, addressed to the parties as indicated, below. Any notice so delivered shall be effective on the date of its delivery. Any party may change its address for notice by giving ten (10) days' notice of such change in the manner provided for in this paragraph. Notices may be served as follows:

To City: City of Maywood
4319 E. Slauson Ave.
Maywood, CA 90270
Attention: City Manager

To GCCOG: Gateway Cities Council of Governments
16401 Paramount Blvd
Paramount, CA 90723
Attention: Executive Director

E. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of California. Any dispute or controversy arising under or related in any way to this Agreement shall be adjudicated by a state court of competent jurisdiction located in Los Angeles County, California.

F. Prevailing Party. If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing party reasonable costs and expenses in such amount as the court or arbitrator may adjudge to be reasonable attorney's fees and costs incurred by the prevailing Party in such action or proceeding.

G. Assignment. GCCOG may sell, assign, transfer or lease any interest in those portions of the GCCOG Fiber Network within the City or assign or transfer any of its rights or obligations in this Agreement with prior written notice to City.

H. No Waiver. A waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this agreement, whether of the same or different character.

I. Severability. If any part of this Agreement is held invalid, the remaining

terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable, or otherwise frustrate the purposes of this Agreement.

J. Independent Contractor. The Parties are independent entities and are not to be, and shall not be, construed as joint venturers, partners, employer/employee, or agents one of the other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement.

K. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

L. Captions. The captions herein are for convenience and references only and are not a part of this Agreement and do not in any way limit, define or amplify the terms and provisions hereof.

M. Entire Agreement. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements with respect to the subject of this Agreement. No amendment or modification to the Agreement shall be valid and binding unless in writing and signed by authorized representatives of the Parties.

N. Authority to Execute this Agreement. Each person executing this Agreement on behalf of a Party warrants and represents that they have the authority to execute this Agreement on behalf of that Party and the authority to bind that Party to the provisions of this Agreement.

O. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Agreement to be executed as of the date of the last signature below.

[SIGNATURE PAGE FOLLOWS]

CITY OF MAYWOOD

By: _____
Mayra Aguiluz, Mayor

Date: _____

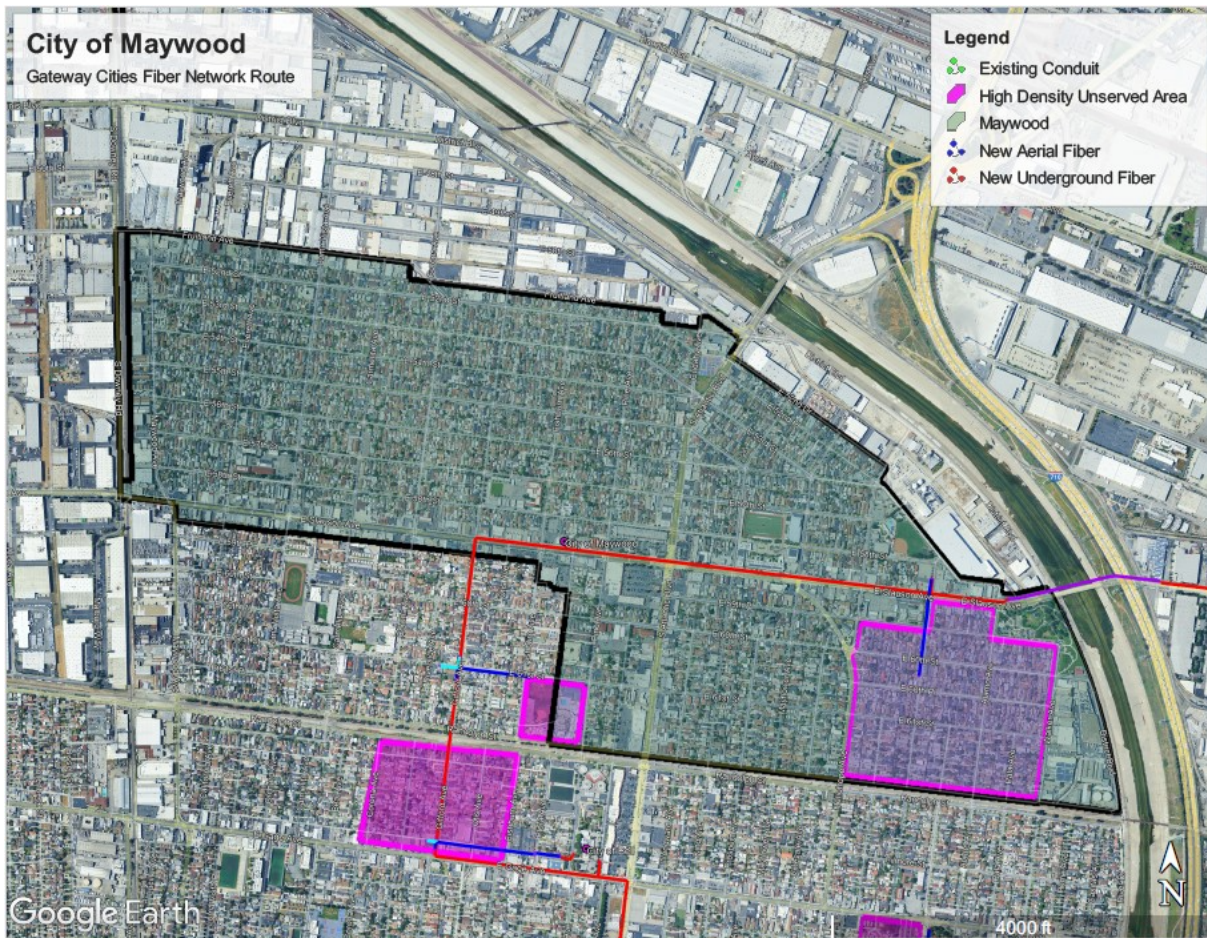
GATEWAY CITIES COUNCIL OF GOVERNMENTS

By: _____
Hector De La Torre,
Executive Director

Date: _____

EXHIBIT A

City Route Design



Route Description Based on Current Design

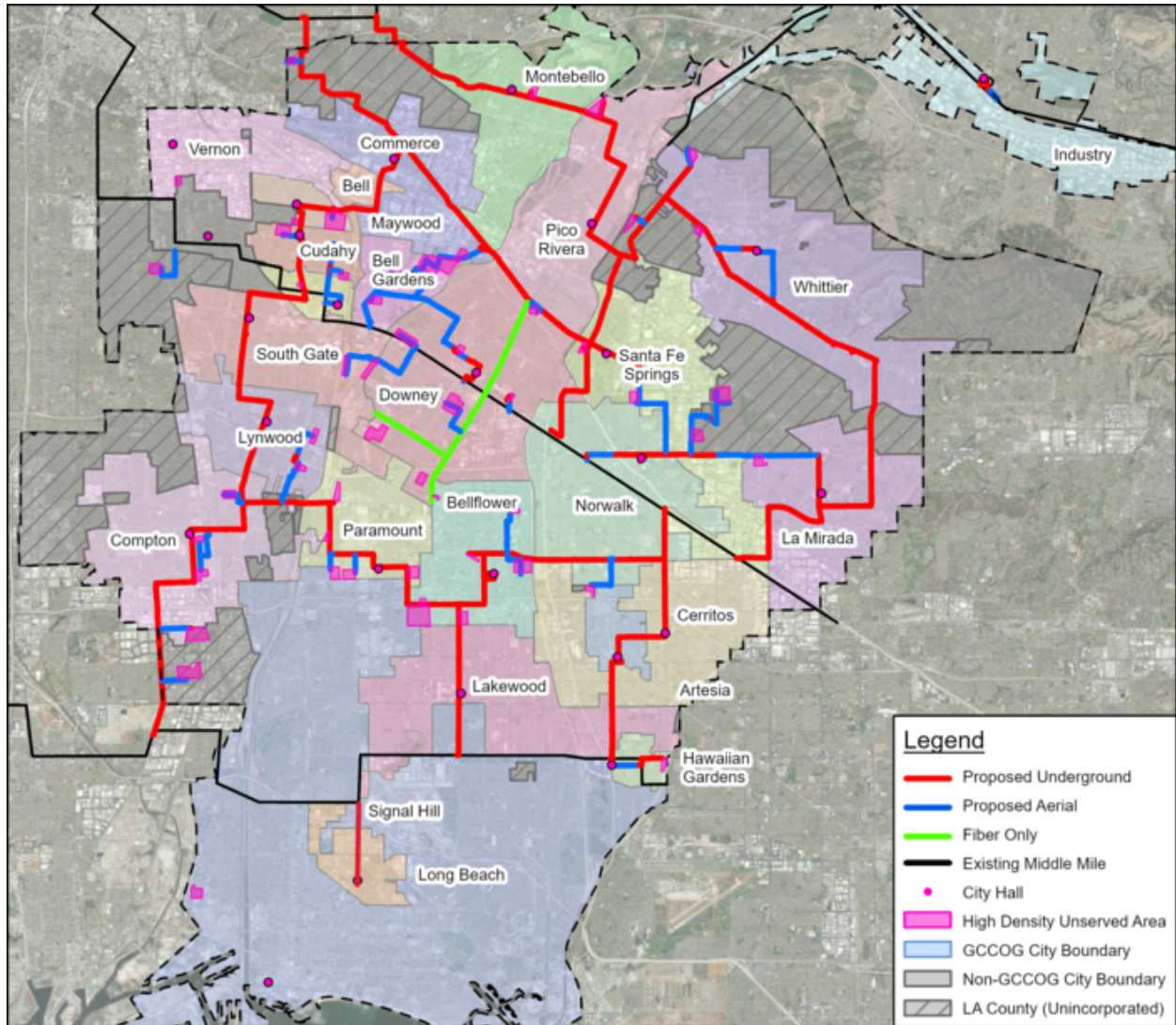
Underground starts on the West side of the Randolph Street and Woodlawn Avenue intersection, running .12 miles North until reaching E 61st Street. Aerial picks up and continues for .32 miles until reaching the end of Woodlawn Avenue. Underground picks up at the end of Woodlawn Avenue for .01 miles, then continues West along E 58th Street for .14 miles. Once reaching Heliotrope Avenue, underground runs 25 feet North along the sidewalk then crosses under Heliotrope Avenue for .01 miles. Aerial picks up on the West side of Heliotrope Avenue and runs .13 miles until ending.

Beginning on E Slauson Avenue near Riverfront Park, underground runs 1.02 miles West along E Slauson Avenue, then cuts South .04 miles along Fishburn Avenue.

At the E Slauson Avenue and Pine Avenue intersection, underground runs .01 miles North on the West side Pine Avenue. Aerial picks up, diagonally running .02 miles across Pine Avenue. Aerial continues .44 miles North, along Pine Avenue, across E 52nd Street. For .12 miles aerial continues along E 52nd Street then diagonally crosses .02 miles before stopping.

EXHIBIT B

Gateway Cities Regional Fiber Optic Network Design



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARDING A COOPERATIVE PURCHASING AGREEMENT TO ZOOM RECREATION, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT BENITO JUÁREZ PARK FOR PARK IMPROVEMENTS PROJECT FY 24-25

RECOMMENDATION:

It is recommended that the City Council award a Cooperative Purchasing Agreement to Zoom Recreation, Inc. in the amount of \$176,756.58 for the purchase and installation of new playground equipment at Benito Juarez Park and authorize the City Manager to execute the contract in a form approved by the City Attorney.

BACKGROUND:

The project includes the construction of new playground equipment, rubberized safety surfacing and related work at Benito Juarez Park. The new playground equipment design layout for Benito Juarez Park was prepared based on the community input and finalized by City staff. Attachment 4 shows the proposed playground layout.

DISCUSSION:

Zoom Recreation, Inc. was selected as the appropriate vendor for the project as they were awarded CMAS (California Multiple Awards Schedule) Contract #4-25-03-1025, for playground equipment and rubberized surfacing procurement and labor services.

The California Multiple Award Schedules (CMAS) program, administered by the Department of General Services, provides State and Local Agencies with a streamlined procurement method for obtaining a wide range of goods and services at competitive prices. Under CMAS, the State establishes agreements with suppliers based on their existing competitively bid federal or other state contracts, thereby ensuring compliance with fair and open competition requirements. Pursuant to California Public Contract Code §10298 and §10299, local agencies are authorized to utilize CMAS contracts in lieu of conducting their own formal bidding process, provided that the purchase is consistent with applicable laws and in the public's best interest. Leveraging CMAS allows the City to expedite procurement, benefit from pre-negotiated pricing, and reduce administrative costs while remaining compliant with State procurement statutes.

Pursuant to City of Maywood Municipal Code, 3-4.13 - Exceptions to competitive bidding (c)(1), the City purchasing officer determines that the competitive bidding already completed for this solicitation.

The project includes the demolition of existing playground on the east of the park (close to the park entrance),

replacement of existing rubberized safety surfacing and installation of a new playground equipment and related work at Benito Juárez Park. Zoom Recreation, Inc. will be responsible to furnish and install the proposed improvements as a turn-key project.

Staff recommends City Council to award a Cooperative Purchasing Agreement to Zoom Recreation, Inc. in the amount of \$176,756.58 for the purchase and installation of new playground equipment at Benito Juárez Park and authorize the City Manager to execute the contract in a form approved by the City Attorney.

With respect to CEQA, Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated cost of the project is \$213,875.46 and will be funded through the Community Development Block Grant (CDBG) Fund (Fund #243) as part of the FY 2025-26 Capital Improvement Program. The City has allocated \$227,622 in CDBG funding for this Park Improvement Project in the FY 2025-26 budget.

Zoom Recreation, Inc. Contract	\$176,756.58
Contingency Budget allowance for unforeseen conditions as necessary (10%)	\$17,675.66
Total Construction Budget	\$194,432.24
Construction management, inspection (10% of construction budget)	\$19,443.22
Project Total	\$213,875.46

ATTACHMENT(S)

1. Zoom Recreation CMAS Contract #4-25-03-1025
2. Agreement with Zoom Recreation, Inc.
3. Zoom Recreation Proposal
4. Proposed Playground Layout
5. Exh B, Federal and County Requirements

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Zoom Recreation Inc.

CMAS NUMBER:	4-25-03-1025
CMAS TERM DATES:	3/21/2025 through 9/30/2025
EFFECTIVE DATE:	3/21/2025
CMAS CATEGORY:	Non-IT Commodities General Provisions
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	February 20, 2025
APPLICABLE CMAS SPECIAL PROVISIONS:	January 2, 2025
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE BUYBOARD CONTRACT #:	679-22
BASE CONTRACT HOLDER:	Superior International Industries
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, installation, and repair of parks and recreation equipment and products. (See page 3 for the restrictions applicable to this CMAS.)

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ZOOM RECREATION INC.
CMAS NUMBER 4-25-03-1025

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

Buyers must verify that the CMAS contractor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS contractor is providing installation and repair services.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

The most current Ordering Instructions, General Provisions, CMAS Special Provisions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions, General Provisions, and CMAS Special Provisions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ZOOM RECREATION INC.
CMAS NUMBER 4-25-03-1025**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Playground-Equip
Playground-Equip Shade
Playground-Surface Rubberized

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, installation, and repair of parks and recreation equipment and products.

The ordering agency must verify all products and/or services, and pricing are currently available on the BuyBoard 679-22 contract at the BuyBoard website. Access the BuyBoard website at [BuyBoard Purchasing Cooperative | BuyBoard](#). Buyers will need to create a user account in the BuyBoard portal to access the pricing. The link to the Superior International Products catalog is: [Products, Shop | BuyBoard | BuyBoard](#).

EXCLUDED PRODUCTS AND/OR SERVICES

Public works services for State Agencies are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**Zoom Recreation Inc.
4000 Barranca Parkway, Suite 250-659
Irvine, CA 92604
Attn: Tina Le**

E-mail: admin@zoomrecreation.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Nancy Le
Phone: (866) 516-5439
E-mail: accounting@zoomrecreation.com
Website: www.zoomrecreation.com**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ZOOM RECREATION INC.
CMAS NUMBER 4-25-03-1025**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 220-434816. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains a 12% discount for custom products.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

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CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Special Provisions.

DELIVERY

10 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. Destination (Free On Board) – Prepaid and Add Seller pays the freight charges.

State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the Freight Analysis Worksheet on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., \$500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the TMU website.

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PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).

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- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Special Provisions, Conflict of Interest, for more information.

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SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

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3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency’s purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless a Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

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CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2021137 expires on 11/30/2026.

If this certification has expired, the current expiration date should be verified at [Cal eProcure](#). The OSDS contact information can be found on the [OSDS website](#). Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

[CMAS Small Business and Disabled Veteran Partners](#) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

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- iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

- 1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
- 2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

This CMAS contains a 12% discount for custom products.

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NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Special Provisions, Provision #14, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

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PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, [Real Estate Services Division \(RESN\) website](#) if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency’s office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, Special Provisions, Public Works Requirements.

State Contractor’s License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the [State Contractor’s License Board](#) website to verify that the Contractor’s License shown below is still active and in good standing.

The CMAS contractor’s California Contractor’s License number is 1067651. This is a Class A General Engineering and C-61/D-34 Prefabricated Equipment license that is valid through 8/31/2026.

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NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

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SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Special Provisions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Special Provisions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

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3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the [CMAS Management Guide](#).

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

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5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMarT) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMarT program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMarT State Financial Marketplace. Buyers may contact the GS SMarT Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMarT and/or Lease SMarT). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMarT Unit via e-mail at SFM@dgs.ca.gov for further information.

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OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS Special Provisions conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed “[Federal Debarment](#)” certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the [DGS Accessibility Policy](#), please visit the DGS website.

CONTRACT

CITY OF MAYWOOD CONTRACT FOR

THIS CONTRACT ("Contract") is made and entered this _____, 20__ ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and _____, a _____ [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). Contractor's California State Contractor's license number is _____; Class _____. Contractor's DIR registration number is _____.

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

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Park Improvements Project FY 24-25 Project ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, 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. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. 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 Labor Code Section 1861, by signing this Contract, the Contractor 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.”

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

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

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

CITY OF MAYWOOD

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

ATTACHMENT A – SECTION 3 REQUIREMENTS

Section XX. Compliance with Section 3 of the Housing and Urban Development Act of 1968

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

Section XX. Compliance with Federal and County Requirements.

As the Services under this Agreement are utilizing U.S. Department of Housing Urban Development Community Development Block Grant Program funds, the Contractor shall follow, adhere and incorporate the requirements set forth in Exhibit X entitled "Federal/County

Requirements”, attached to this Agreement and incorporated herein as if set forth in full, as are applicable to the Services provided to the City under this Agreement.

ATTACHMENT B – SPECIAL REQUIREMENTS

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

(Project name)

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 _____

Dollars (\$ _____), this amount being not less than the total Contract Price, 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 (2) 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: _____
Its

By: _____
Its

By: _____
Its

By: _____
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. **DATE OF BOND MUST NOT BE BEFORE 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.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

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 in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

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

Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) 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: _____
Its

By: _____
Its

By: _____
Its

By: _____
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. **DATE OF BOND MUST NOT BE BEFORE 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.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Maywood ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
 Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:
City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| ☐ General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ *if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:
City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:
City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
_____ applies to all coverage(s) except: _____
_____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**Quote 76-1**

Issue Date May 19, 2025
Expires September 30, 2025

DRAFT**PREPARED BY****Justin Lotz**

Zoom Recreation, Inc.
(866) 516-5439
scheduling@zoomrecreation.com
4000 Barranca Pkwy, Irvine, CA 92604, USA

PREPARED FOR**Okan Demirci**

City of Maywood - Benito Juarez Park
5515 Maywood Ave.
Maywood, CA 90270

QUOTE DETAILS**Benito Juarez Park**

5515 Maywood Ave.
Maywood, CA 90270

DESCRIPTION	QTY	UNIT PRICE	TOTAL
CMAS Contract CMAS Contract #4-25-03-1025			\$0.00
PS3-73245 PS3-73245 Includes 12' Diameter Pinwheel Sail Shade Ages: 2-12 Fall Height: 4' Capacity: 30-35 Use Zone: 32'x34' Color Scheme: TBD			\$44,734.54
SRP Playground:Independent Play:Ascend Rope Climbers:RC-2000-FSR Product Name: RC-2000-FSR Ascend 10' Web Whirl Age Group: 5-12 Use Zone: 22' 10" x 22' 10" Fall Height: 7'			\$19,022.64
SRP Playground:Independent Play:Musical Play Modern Instruments:RECF0056XX Product Name: RECF0056XX Single Post Bongos (includes In-Ground Mount Kit) Age Group: 2-5/5-12/2-12			\$1,812.00
CMAS DISCOUNT 12% Discount for CMAS Contract Purchase			-\$7,868.00
DISCOUNT Additional Discount to match Superior Playground Sale			-\$10,072.00
Freight Freight out, all play equipment			\$7,278.05
Demolition Demolition and offsite disposal of: - Existing concrete and tile climber/crawl tube (assumes no rebar reinforcement) - All Pour-in-place rubber (up to 3" depth)			\$17,430.00

Professional Certified Installation of Playground(s)			\$46,100.00
Professional Certified Installation of Playground Equipment			
• Unloading • Layout • Excavation for footings • In-ground footers • All concrete and required rebar/steel reinforcement • Assembly of structure • Haul and dispose of spoils offsite			
Site Work and Grading			\$4,570.00
Mild site work to extend the PIP rubber safety area into two small wood chip areas			
Area 1: 150 sf			
Area 2: 35 sf			
Base Rock			\$3,000.00
Compacted Base Rock			
Serves as the sub base for pour-in place-rubber safety surfacing			
Pour-in-Place Rubber Surfacing	2,400 Square Feet	\$17.33	\$41,603.00
Provide & install 2,400 SF of 3" TOTAL UNIFORM thickness safety surfacing.			
3" UNIFORM thickness is certified for a max. fall height of 7'-0"			
Wear layer to be 50% STANDARD COLOR* / 50% BLACK mixed with standard aromatic resin.			
* Standard Colors include: Standard Red (Terracotta); Standard Green; Standard Blue; Light (Sky) Blue; and Beige			
* ALL OTHER COLORS ARE SUBJECT TO ADDITIONAL COSTS			
* NO GRAPHICS OR COLOR PATTERN INCLUDED			
Payment & Performance Bond			\$4,210.00
Payment & Performance Bond			
		SUBTOTAL	\$171,820.23
		TAX	\$4,936.35
		TOTAL	\$176,756.58

Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.

This proposal does not provide for the following:

- Service items, unless stated: receipt, inventory, loading, unloading, storage, security of equipment, or security fencing
- Site sub-grade issues: increase in foundation sizes and costs after sealed engineering, material not suitable for footings, material requiring demolition, or contaminates that require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer or gas.

Client acknowledges that Zoom Recreation is not liable for any damage to existing concrete, landscaping or other surfaces while installing and/or using heavy machinery on-site.

If the job is not ready to start when the equipment is complete in production, client will be charged \$200/week in storage fees.

This proposal does not include any bonding, permits, permitting fees, 3rd party inspection fees, or other related fees.

All invoices past due date are subject to an annual interest rate of 18%

Actual structure colors may vary slightly from renderings.

A 50% deposit and signed contract are required upon approval.



Benito Juarez

STRUCTURE PS3-73245 • QUOTE QUO0306622

Design is for illustration purposes only and colors may vary.

Color Key

Post: White
Post Cap: Spring Green
Metal: Blue
Plastic: Spring Green

Panel: Orange
San. Panel: Orange/White
Deck: Blue
Fabric: True Blue



Benito Juarez

STRUCTURE Siteplan • QUOTE QU00306622

Design is for illustration purposes only and colors may vary.

Color Key

Post: White
Post Cap: Spring Green
Metal: Blue
Plastic: Spring Green

Panel: Orange
San. Panel: Orange/White
Deck: Blue
Fabric: True Blue



Benito Juarez

STRUCTURE Siteplan • QUOTE QU00306622

Design is for illustration purposes only and colors may vary.

Color Key

Post: White
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Panel: Orange
San. Panel: Orange/White
Deck: Blue
Fabric: True Blue

REFERENCE NUMBER
PS3-73245

3.5" STEEL STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
20 X 22'	32' X 34'
AGE GROUP	SURFACE AREA
2-12	730 S.F.

USER CAPACITY	4' TIMBER COUNT
30-35	27 BORDERS

FALL HEIGHT
4'

ADA ACCESSIBILITY

ELEVATED
PLAY ACTIVITIES
8

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	3	3
PROVIDED	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325
AND ASTM F1487-17 UNLESS OTHERWISE NOTED.

DATE 1-10-25
SCALE 1/4" = 1'-0"

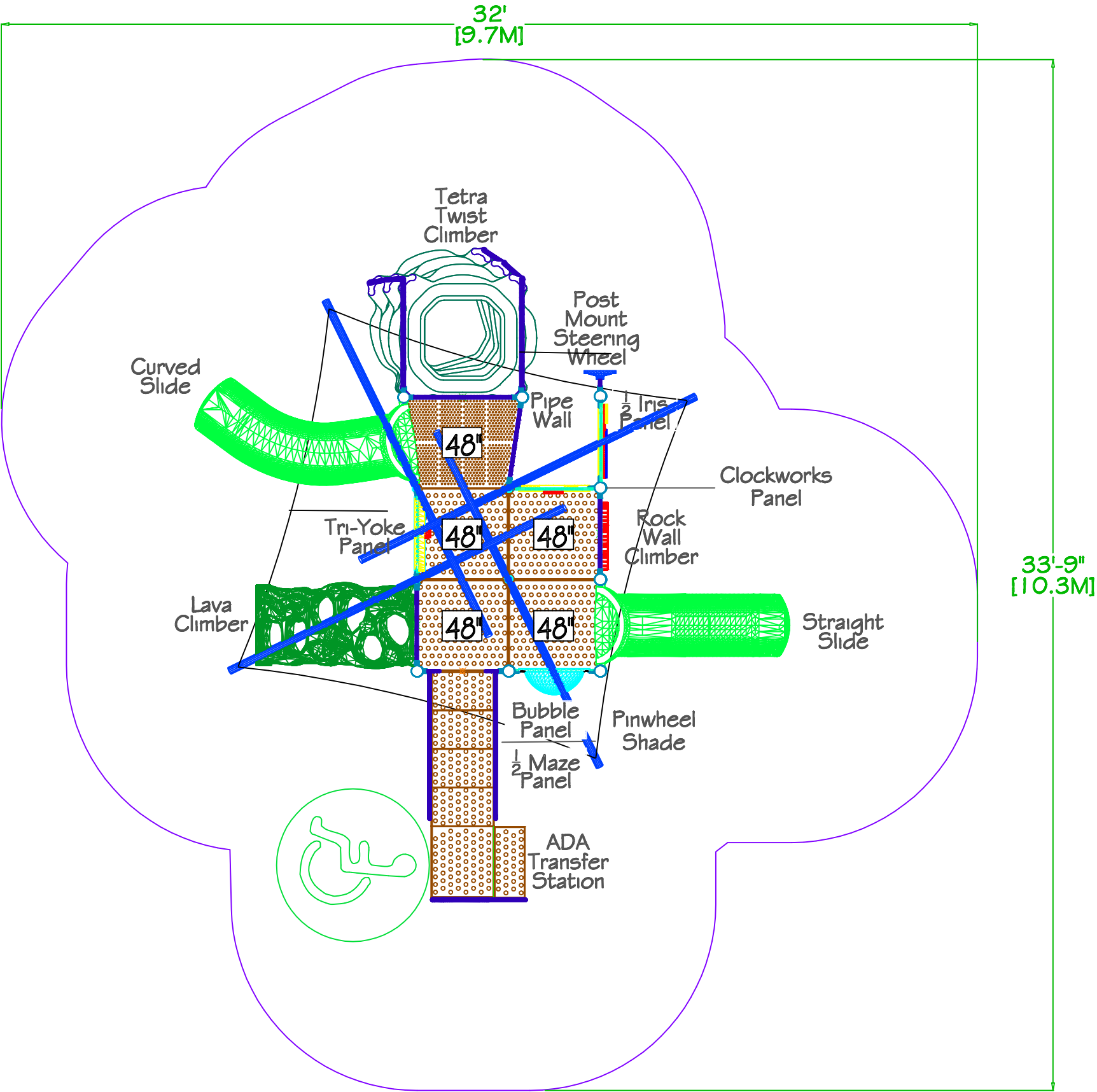
DRAWN/SAVED BY
WSB / WILLOW.BRANSCUM
SHEET 1 OF 3

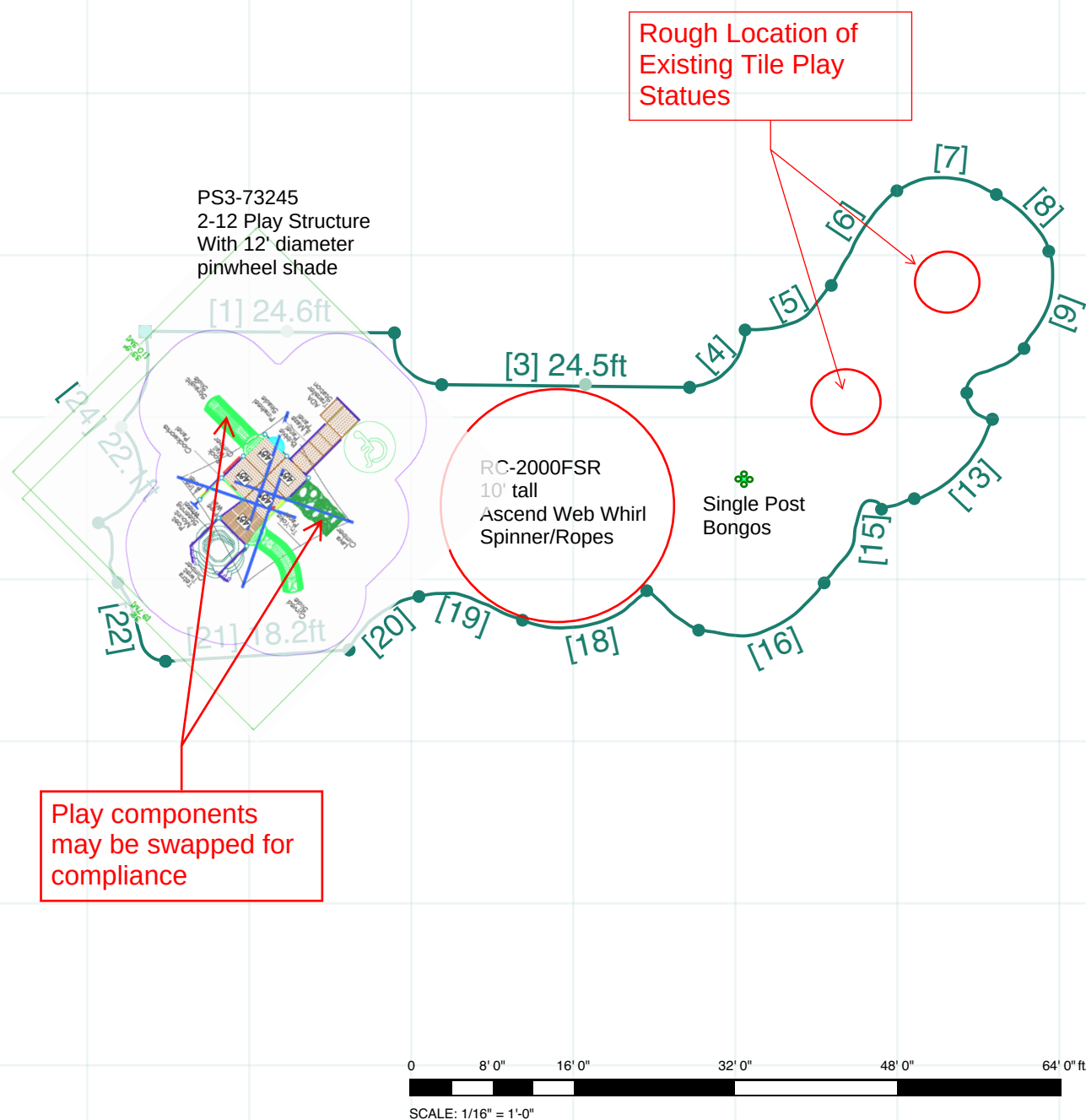
PAGE
PLAN_VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF
SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE
REPRODUCED OR USED IN ANY MANNER WITHOUT
THE EXPRESSED WRITTEN CONSENT OF
SUPERIOR RECREATIONAL PRODUCTS.





(Insert Title as ATTACHMENT Or EXHIBIT)

SPECIAL REQUIREMENTS

The City of Maywood is a participant in the Community Development Block Grant (CDBG), funded by the United States Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA) and requires that the Contractor comply with all standard CDBG regulations. The U. S. Department of Housing Urban Development (HUD) Community Development Block Grant Program (CDBG) funds are being utilized by the City of Maywood for the implementation of the Park Improvements Project FY 2024-2025. As a result, the Contractor agrees to follow, adhere and incorporate the following requirements entitled "FEDERAL/COUNTY REQUIREMENTS" as applicable to the services provided to the City under this Agreement.

- **FEDERAL LABOR STANDARDS PROVISIONS.** The *Federal Labor Standards Provisions (HUD-4010 form)* is included at the end of the provision summary. Keep in mind that the form may be updated from time to time and the most current form must be used. The provision outlines the federal prevailing wage requirements, including a reference to the *Copeland Act* which requires all contractors and subcontractors to submit weekly payroll reports and advises contractors that it is a criminal offense for any person to persuade any other person employed on a federally funded project into giving up any part of their salary to which they are entitled under their contract of employment. The form also included reference to the *Contract Work Hours and Safety Standards Act (CWHSSA)*. CWHSSA applies to contracts in excess of \$100,000 and covers laborers and mechanics, including guards and watchmen, who must be paid at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. Finally the form further outlines the prevailing wage requirements, payroll reporting requirements, apprentice requirements, contract termination, and debarment sanctions pertaining to Federally-assisted construction projects.
- **DAVIS-BACON AND RELATED ACTS (DBRA).** The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.
- **PREVAILING WAGE STATEMENT:** *"This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced." The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening date and can be found on-line at <http://www.wdol.gov>. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail."*
- **CONFLICT OF INTEREST STATEMENT.** *No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Refer to: 2 CFR Part 200.318(c)(1), 24 CFR 85.36 [Non-Profit Organizations– 24 CFR 84.4], and 24 CFR 570.611, respectively, shall apply.*
- **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

➤ **FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246). a. As used in these specifications:

- (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
- (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) Minority includes:

- (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
- (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street

applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed

in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

➤ **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

➤ **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**
(Executive Order 11246)

a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Timetables Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

➤ **CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**

a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

1. Including qualified Small Business and Minority Firms on solicitation lists.
2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

- b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
- c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

- **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- **SECTION 503 of the REHABILITATION ACT of 1973. INDIVIDUALS WITH DISABILITIES.** Section 503 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job. If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.
- **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- **VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974,** as amended. Covered contracts entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.
- **AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- **CLEAN AIR AND WATER ACTS.** Contractors with Federally-assisted construction contracts of \$100,000 or more must comply, and ensure all sub-contractors comply, with the requirements regulated by the Environmental Protection Agency. During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:
 1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act , as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that .a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF MAYWOOD PUBLIC WORKS YARD FENCE REPLACEMENT PROJECT, CITY PROJECT NO. 6122

RECOMMENDATION:

Staff recommends that the City Council accept the project completion for the Maywood Public Works Yard Fence Replacement Project as performed by Quality Fence Company for a total amount of \$116,905; authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and authorize the City Manager to release a retention payment of \$5,845.25 to Quality Fence Company within 35 days following recordation of the Notice of Completion.

BACKGROUND:

On September 25, 2024, the City Council awarded a public works contract totaling \$116,905 to Quality Fence Company for the Maywood Public Works Yard Fence Replacement Project. The project construction budget also includes a contingency budget of \$23,381 (20% of Contract) for any unforeseen conditions as necessary. The total established construction budget was \$154,315.

Construction activities were completed by the Contractor and confirmed by the City Engineer. The work was completed within the approved budget.

DISCUSSION:

The project includes the removal of the existing fence and gates at the public works yard and replace with new 8' chain link fence and swing gate with barbed wire, and an automatic sliding front gate with $\frac{3}{4}$ " schedule 40 PVC conduit as more specifically described in the Contract Documents, and other relevant work at the Maywood Public Works Yard.

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$116,905, which is within the approved construction budget.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action, work was completed within previously approved budget.

ATTACHMENT(S)

1. Attachment No. 1 – Notice of Completion Maywood Public Works Yard Fence Replacement Project

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MAYWOOD
4319 E Slauson Ave
Maywood, CA 90270

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Maywood
3. The full address of the owner is: 4319 E Slauson Ave, Maywood, CA 90270
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

NONE

6. The full names and fill addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

NONE

7. A work of improvement on the property hereinafter described was completed on May 30, 2025. The work was: Maywood PW Yard Fence Replacement Project

8. The name of the contract, if any, for such work of improvement was
Quality Fence Company August 21, 2024

(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE')

(DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in Maywood, County of Los Angeles, State of California, and is described as follows: Maywood Public Works Yard

10. The street address of the property is: 5600 Heliotrope Avenue, Maywood CA 90270

(IF NO STREET ADDRESS HAS BEEN OFFICIALY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

_____, City Manager
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the _____ of _____, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: August 27, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SLWA INSURANCE SERVICES, FOR AN INITIAL TERM OF THREE (3) YEARS

RECOMMENDATION:

It is recommended that the City Council consider and provide direction on approving the Marketing Agreement with Utility Service Partners Private Label, Inc., d/b/a SLWA Insurance Services, for an initial term of three (3) years, in a form approved by the City Attorney and authorizing the City Manager to execute the agreement.

BACKGROUND:

The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements.

This program, the only one of its kind endorsed by the NLC, supports the City's goals by:

- Provide homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program stimulates the local economy by using fully vetted local contractors to complete the repairs.

The NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Customers can cancel at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. It includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer

service line. Covered repairs include, but are not limited to, leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. It includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related materials, including unblocking, repair and replacement. Also, repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage
External Water Line	\$5.49	Unlimited	Unlimited Calls/\$8,500 Per Call
External Sewer Line	\$9.49	Unlimited	Unlimited Calls/\$8,500 Per Call
In-Home Plumbing	\$18.49	Unlimited	Unlimited Calls/\$3,000 Per Call

Implementation: The program would use the City's logo in customer education materials, which will clearly disclose that participation is voluntary and that the Program and the City are separate entities. All marketing materials will be created by SLWA with input from the City and submitted for final City approval prior to distribution. Residents may enroll by mail, phone, or online, and SLWA will handle all billing and customer service functions.

DISCUSSION:

The proposed agreement provides for an initial three-year term. The agreement includes provisions for the use of the City's name and logo in marketing materials, subject to City approval, as well as procedures for the handling of resident contact information for program outreach with privacy protections in place.

Staff recommends that the City Council consider approving the agreement and authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no cost to the City to participate and no anticipated financial impact.

ATTACHMENT(S)

1. NLC Service Line Program Presentation - City of Maywood
2. Marketing Agreement - City of Maywood-CA

NLC Service Line Warranty Program

by



Bill Coffey
Regional Director, Business Development
Bill.Coffey@homeserveusa.com
503-597-9171 (cell)



NLC Service Line Warranty Program by HomeServe



Offering
services for
over 20 years



4.8 out of 5 stars
customer
satisfaction



Program endorsed
since 2010

“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”

*Clarence Anthony, Executive Director
National League of Cities*



HomeServe Key Statistics*

- Over **5 million** customers
- Over **9 million** plans
- Over **1,300** municipal and utility partnerships
- Job serviced **every 43 seconds**
- Customer savings to date: **over \$2 Billion**

* As of January 2023



Aging Infrastructure

Challenging for cities and homeowners

Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

Out of sight, out of mind

- Water lines located outside, usually underground

Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

Common homeowner misconceptions

- City is responsible for maintenance of water and sewer lines on their property
- Repairs are covered by their homeowner's policy



Homeowners are unprepared for emergencies and expect solutions from the city/utility



78% of homeowners believe the utility provider should educate them about repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



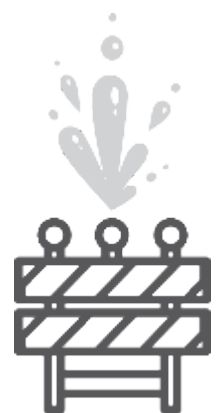
56% of Americans can't cover a \$1,000 emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under \$50,000 a year reported having \$500 or less or no money set aside for a home repair emergency. (Harris Poll/HomeServe 2021)



Solution for Municipalities and their Residents



Residents

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs



Educates residents about their responsibility for exterior lines



Municipality



Reduces calls to the City



Timely repairs reduce water loss from line breaks and use of local contractors infuses money into the local economy



Turnkey program - provides all marketing, billing, claims and customer service

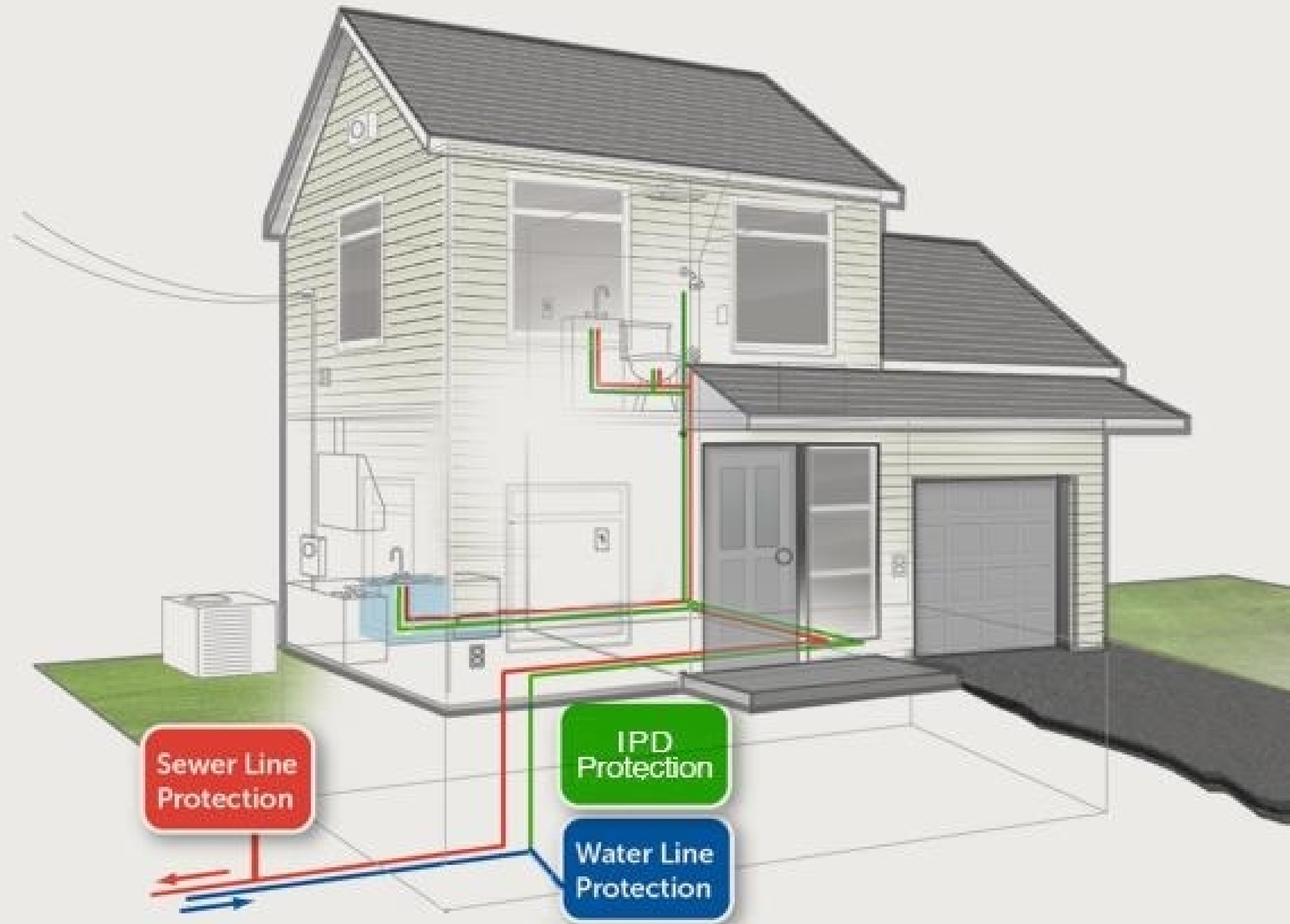


No cost to the City to participate

NLC Service Line Warranty Program



Endorsed by

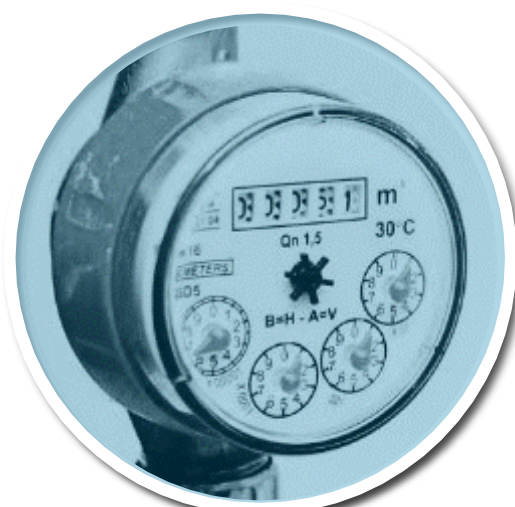


We Deliver Peace of Mind



SEWER LATERAL COVERAGE

Up to \$8,500 coverage
per incident to
repair/replace broken,
cracked, or clogged
exterior lines
\$9.49/mo



WATER LINE COVERAGE

Up to \$8,500 coverage
per incident to
repair/replace broken,
cracked, or clogged
exterior lines
\$5.49/mo



IN-HOME PLUMBING COVERAGE

Up to \$3,000 coverage
per incident on all
interior water, sewer, and
drain lines inside the
home after point of entry
\$18.49/mo



Toll-free emergency
number available
24 hours a day, 365
days a year to
schedule a repair



Guaranteed repairs



Locally based, fully
licensed and vetted
contractors



Quality control to ensure
exceptional customer
experience



No annual or lifetime
limits, deductibles,
service fees, forms, or
paperwork



No pre-inspection
required

Homeowner Education

- No public funds used in the marketing, distribution, or administration of program
- Direct mail only – up to 3 mailing campaigns per year
- City must review and approve marketing material before each and every campaign
- Marketing clearly states City does not provide program and is voluntary for homeowner
- Easy enrollment options – consumer choice of mail, telephone or web



Current California Participants (34)

City of Antioch
City of Chula Vista
City of Claremont
City of Culver City
City of Daly City
City of Duarte
City of Fillmore
City of Fresno
City of Gustine
City of Imperial Beach
City of Laguna Beach
City of La Habra
City of Lemon Grove
City of Rialto
City of San Diego
City of Santa Paula
City of Stockton

City of Vallejo
City of West Covina
City of Yuba City
Town of Yountville
Alameda County Water District
California Water Service Company
Contra Costa Water District
Crestline Village Water District
Diablo Water District
East Valley Water District
Golden State Water Company
Great Oaks Water Company
Liberty Utilities Park Water & Apple Valley
Rincon del Diablo Water District
San Bernardino Municipal Water District
San Jose Water Company
Woodlands Municipal Water District, SLO



NLC Service Line Warranty Program Summary

The NLC Service Line Program helps residents understand their lateral line responsibilities *before* they have an unexpected issue and allows them to choose how they wish to prepare for these potentially expensive incidents. Our program increases the quality of life within your community by helping residents when they need it the most, while also reducing the number of distress calls made to the City.



Our Promise:

We will be a trusted steward
of your brand and reputation.

Questions?

For more information contact:

Bill Coffey

Regional Director

Bill.Coffey@homeserveusa.com

Cell: (503) 597-9171



MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Maywood, California (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a SLWA Insurance Services, a Delaware corporation (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** City grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by City or its Affiliates (defined below), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on City’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed

at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days’ prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

4. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

5. **Confidentiality. “Confidential Information”** of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

6. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a municipality, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

7. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

8. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys’ fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time

that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. Anti-Bribery and Corruption.

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide by the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

10. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party or its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

11. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: City:
City of Maywood
4319 E Slauson Ave
Maywood, CA 90270
Attention: Jennifer Vasquez
email: jennifer.vasquez@cityofmaywood.org

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a SLWA Insurance Services
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department

12. Entire Agreement; No Third-Party Beneficiaries; Severability. The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

13. Assignment. Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns. For purposes of this Agreement, "Affiliate(s)" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. In the case of SLWA, this shall mean its parent, HomeServe USA Corp., and its direct and indirect subsidiaries.

14. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

15. Governing Law; Venue; Waiver of Jury Trial. The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of California, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in California, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

16. Business Partner Code of Conduct. SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserve.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become

aware of any actual or suspected violation of SLWA’s Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA’s Business Partner Code of Conduct)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MAYWOOD

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
D/B/A SLWA INSURANCE
SERVICES**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Revenue Officer

Exhibit A

Marketing Agreement

City of Maywood Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- III. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 5.49 per month)
 - i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
 - ii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 9.49 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 18.49 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- IV. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.