AGENDA

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

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
Wednesday, January 9, 2019 at 6:00 p.m.

Rules of Decorum

"*Members of the Public are advised that all* ***ELECTRONIC DEVICES, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES are to be turned off*** *upon entering the City Council Chambers." If you need to have a discussion with someone in the audience*, kindly step out into the lobby.

Reglas de Comportamiento

"Al público en general se le avisa que todos los ***teléfonos celulares, pagers y demás aparatos de comunicación deben ser apagados*** *al entrar a la sala de audiencias del Consejo Municipal de la Ciudad."* Si usted necesita tener una conversación con alguien que está en la audiencia, amablemente le pedimos que salga del recinto y tenga su conversación en el vestíbulo de la sala de audiencias.

ROLL CALL:

Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer
Gerardo Mayagoitia, City Clerk
Donald J. Wagner, Interim City Administrator
David Mango, Director of Building and Planning
Ofelia Mancera, Finance Director
Roxanne Diaz, Interim City Attorney

In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 6:15 p.m. Time allotted per speaker: 3 minutes.
No agenda item may be taken after 9:00 p.m. without a motion to extend time by the majority of Council present.

INVOCATION* AND PLEDGE OF ALLEGIANCE

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

PUBLIC HEARING

1. A public hearing for the proposed uses of the Community Development Block Grant Allocation for Fiscal Year 2019-2020

CONSENT CALENDAR

2. Minutes for 12/12/18 Council Meeting.

3. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.

4. Receive and file revenue report for December 2018.

5. A Resolution of the Successor to the Maywood Community Redevelopment Agency approving the Recognized Obligation Payment Schedule (ROPS 19-20) and the Administrative Budget for the period July 1, 2019 through June 30, 2020; and authorizing staff to forward the ROPS 19-20 and Administrative Budget to Los Angeles County First Supervisorial District Consolidated Oversight Board for approval.

6. Amendment to the adoption of GANN appropriations limit for Fiscal Years 2013/14, 14/15, 16/17 and 18/19

DISCUSSION/ACTION ITEMS

7. Obtain authorization to advertise a Request for Proposal (RFP) for a street (including pavement and concrete) maintenance contractor.

8. Obtain authorization to advertise a Request for Proposal (RFP) for a street striping maintenance contractor.

9. Obtain authorization to advertise a Request for Proposal (RFP) for a street sign purchasing and installation services contractor.

10. Obtain approval for change order for the Sewer Replacement Project in the amount of $36,336.59.

11. Resolution of the City Council, City of Maywood, setting a special tax rate of six percent (6%) for commercial cannabis activity in the City.

12. Consideration of the City Administrator Recruitment Process

13. Consideration of the City Attorney Recruitment Process

14. Resolution amending the time for regular City Council meetings to the hour of 7:00 p.m.

CLOSED SESSION

1. Public Employment pursuant to Government Code Section 54957; Title: City Attorney

2. Public Employment pursuant to Government Code Section 54957; Title: City Administrator

3. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Donald Wagner, Interim City Administrator and Roxanne Diaz, Interim City Attorney; Unrepresented Employee: City Administrator

4. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Young Men's Christian Association of Metropolitan Los Angeles v. City of Maywood, Los Angeles County Superior Court Case No. VC066796

5. Conference wth Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Rose Vasquez v. City of Maywood, et. al., Los Angeles County Superior Court Case No. BC710399

6. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); DTLA Investments LLC v. City of Maywood, Los Angeles County Superior Court Case No. BC628555

7. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Gustavo Pantoja et al. vs. Consolidated Disposal Services LLC, Los Angeles County Superior Court Case No. BC697244 and City of Maywood vs. Consolidated Disposal Services LLC, et al., Los Angeles County Superior Court Case No. BC697218

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

ADJOURNMENT - The next Regular Meeting of the Maywood City Council is on January 23, 2019.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I, G Padilla, Gerardo Mayagoitia, City Clerk or Guillermo Padilla, 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) 562-5714 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure ♿ accessibility.

COUNCIL AGENDA

ITEM No 1

AGENDA REPORT
CITY OF MAYWOOD

DATE: JANUARY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD J. WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2019-2020

RECOMMENDATION

That the Maywood City Council, after holding a public hearing, adopt a Resolution approving the Fiscal Year (FY) 2019-2020 Community Development Block Grant (CDBG) programs as outlined in the proposed program budget.

FISCAL IMPACT

There is no fiscal impact with this action.

LEGAL REVIEW

The City Attorney has not reviewed this staff report.

BACKGROUND

Each program year, the City receives an annual CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles Community Development Commission (LACDC). The CDBG allocation from the LACDC for FY 2019-2020 will form part of the City's General Budget.

It is estimated that the City's allocated funding will be $396,631. As a CDBG Subrecipient of the LACDC, the City of Maywood must submit a CDBG Program Planning Summary describing the proposed programs and funding allocations for FY 2019-2020 by February 1, 2019.

The intended use of this funding is for various community development programs and projects to benefit low- and moderate-income persons.

DISCUSSION

The CDBG Program seeks to ensure that the needs and resources of the community are included in a comprehensive planning effort to revitalize distressed neighborhoods and help low- and moderate-income residents.

Currently, CDBG funds are used to fund a portion of the Graffiti Removal Program, Code Enforcement, and the Sewer Repair Project.

HUD encourages and requires that the City involve the general public in the development of the City's CDBG Program. This public hearing was noticed through the attached public hearing notice, pursuant to HUD and LACDC requirements, and complies with citizen participation regulations.

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

PROPOSED FY 2019-2020 CDBG PROGRAM DESCRIPTIONS

Graffiti Removal Program:

The Graffiti Removal program provides for the removal of graffiti from public areas and private property where graffiti is visible from the public right-of-way. CDBG funds pay for graffiti removal contractor services. CDBG program regulations identify graffiti abatement as a public service, which is subject to a fifteen percent (15%) cap of the annual allocation (15% of $396,631 = $59,494). FY 2019-2020 funding request is $59,494.

Code Enforcement:

The Code Enforcement program aids in the elimination of substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformance with City zoning and building ordinances, as well as State and County Health codes. CDBG funds pay for a portion of the salary of two (2) code enforcement officers, and for non-personnel costs associated with program implementation. In addition, CDBG funds are used for project administration at 20% of the project allocation (20% of $150,000 = $30,000). FY 2019-2020 funding request is $150,000.

Neighborhood Sewer Improvement Project:

The Neighborhood Sewer Improvement Project will provide funding for the repair, replacement and upgrade of the outdated sewer system within the City to alleviate hazardous conditions and the intrusion of contaminants into adjoining substructures as well as damage to the existing groundwater system. The proposed allocation includes funding for CDBG project administration and contract compliance. The FY 2019-2020 funding request is $187,137.

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

Attachments: 1) Resolution
2) Proposed Program Budget – Exhibit "A"
3) Public Hearing Notice

ATTACHMENT 1
Resolution

RESOLUTION NO. 6004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING FISCAL YEAR 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET

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

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

WHEREAS, the City will receive a Community Development Block Grant (CDBG) allocation from the Los Angeles County Community Development Commission in the amount of $396,631 in FY 2019-2020 CDBG funds; and

WHEREAS, staff has prepared the proposed FY 2019-2020 CDBG program budget to the City Council attached hereto as Exhibit "A".

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

SECTION 1. That the Maywood City Council approve CDBG program budget and instruct staff to submit the CDBG Program Planning Summary for approval to the Los Angeles County Community Development Commission.

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

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

PASSED, APPROVED AND ADOPTED this 9th day of January 2019.

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, Interim City Attorney

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

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify the foregoing Resolution No. 6004 was duly passed and adopted by the City Council of the City of Maywood, at a special meeting held on the 9th day of January, 2019, by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED

Gerardo Mayagoitia, City Clerk

ATTACHMENT 2
Proposed Program Budget (Exhibit A)

Exhibit A

CDBG Program Budget FY 2019-2020

PROGRAM	ALLOCATION	UNALLOCATED	TOTALS
PUBLIC SERVICE ACTIVITIES			
(15% of Annual Allocation: $59,494)			
Graffiti Removal Program	$ 59,494		$ 59,494
CODE ENFORCEMENT			
Code Enforcement Program	$ 150,000		$ 150,000
PUBLIC WORKS PROJECT			
Neighborhood Sewer Repair Project	$ 187,137		$ 187,137
	$ 396,631	**$ -**	**$ 396,631**

ATTACHMENT 3
PUBLIC HEARING NOTICE

PUBLIC NOTICE
CITY OF MAYWOOD

FISCAL YEAR (FY) 2019-2020
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Maywood will receive an estimated $396,631 in Community Development Block Grant (CDBG) funds based on the current year allocation as a participant in the FY 2019-2020 Los Angeles Urban County CDBG program. These funds will be available to the City on July 1, 2019.

List of FY 2019-2020 CDBG Program and Projects

Graffiti Removal Program	$ 59,494
Code Enforcement Program	$150,000
Sewer Repair Project	$187,137
Total 2019-2020 CDBG Budget	**$396,631**

The City has scheduled a public hearing to discuss the programs and budget for the CDBG funds. The funds may be used for a variety of community development activities such as residential and commercial property rehabilitation, graffiti removal, land acquisition, public service activities, public works improvements, economic development activities, and planning and administration of the CDBG programs.

The Maywood City Council will conduct a public hearing at its meeting of January 9, 2019. Staff will present details of the proposed use of the CDBG funds.

ACTION PLAN

Goal

To carry out the primary objective of the Housing and Community Development Act of 1974, as amended, to develop a viable urban community by providing decent housing and suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income.

Objectives

Staff is recommending the following objectives for the FY 2019-2020 program year:

1. To provide planning and administrative capacity to implement the City's CDBG program objectives.
2. To provide funding for the continuation of a Graffiti Removal Program.
3. To provide Code Enforcement officers to patrol the City to maintain a safe and desirable living and working environment.
4. To provide funding for the design and implementation of a Sewer Repair Project.

All programs will be implemented to provide primary benefit to low- and moderate-income residents of the City.

In the past years, the City has used CDBG funds for housing rehabilitation, economic development, repayment of Section 108 loans, public facilities, graffiti removal, fair housing services, family services, parks and public works improvements, children's lunch program, and program planning and administration activities.

All interested persons are invited to attend the City Council public hearing at 7:00 p.m., on Wednesday, January 9, 2019 in the City Council Chambers, located at 4319 East Slauson Avenue, Maywood. Those wishing to comment on this item may do so in person at the public hearing, or by submitting written comments by 5:00 p.m., Thursday, January 3, 2019, to the address above.

Additional details concerning any of the above information may be obtained by calling the City of Maywood Building and Planning Department at (323) 562-5703. Detailed information concerning eligible activities and past programs is also available in the Building and Planning Department at City Hall.

David Mango
Director of Building and Planning

Posted: 12/20/18 G. Padilla

COUNCIL AGENDA

ITEM No. 2

December 12, 2018

MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA

Mayor opened the meeting at approximately 6:00 p.m.

ROLL CALL:

Ramon Medina, Mayor
Ricardo Villarreal, Mayor Pro Tem (Absent)
Eduardo De La Riva, Councilmember
Joaquin Lanuza, Councilmember
Carlos Alvarez, Councilmember
Interim City Administrator, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
Assistant City Attorney, Julia Sylva
City Clerk, Gerardo Mayagoitia
Deputy City Clerk, Guillermo Padilla
Gloria Viramontes, City Treasurer (Absent)

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)
At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

CONSENT CALENDAR

1. Minutes for 11/28/18 Council Meeting. **Motion by Alvarez. Second by Lanuza. AYES: Alvarez, Lanuza, De La Riva and Medina. ABSENT: Villarreal**

2. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll. **Motion by Alvarez. Second by Lanuza. AYES: Alvarez, Lanuza, De La Riva and Medina. ABSENT: Villarreal**

3. Receive and file revenue report for November 2018. **Motion by Alvarez. Second by Lanuza. AYES: Alvarez, Lanuza, De La Riva and Medina. ABSENT: Villarreal**

4. A Resolution of the City Council, City of Maywood, setting a special tax rate to be imposed on commercial cannabis activity conducted in the City. **Motion to pull, study and discuss by De La Riva. Second by Lanuza. AYES: Alvarez, Lanuza, De La Riva and Medina. ABSENT: Villarreal**

5. Set a public hearing for January 9, 2019 to receive input on the Fiscal Year 2019-2020 Community Development Block Grant Program. **Motion by Alvarez. Second by Lanuza. AYES: Alvarez, Lanuza, De La Riva and Medina. ABSENT: Villarreal**

DISCUSSION/ACTION ITEMS RELATED TO GENERAL MUNICIPAL ELECTION OF NOVEMBER 6, 2018

6. A Resolution of the City Council, City of Maywood, Certifying the results of the General Municipal election held on November 6, 2018. **Motion by Lanuza. Second by Alvarez. AYES: Alvarez, Lanuza, De La Riva and Medina. ABSENT: Villarreal**

PRESENTATION(S)

7. Recognition of service and presentation to outgoing Mayor Pro Tem Villarreal.

8. Recognition of service and presentation to outgoing Councilmember Lanuza.

9. Administration of Oaths of Office and Presentation of Certificates of Election in Conference Room:
    a. Eddie De La Riva, City Councilmember
    b. Heber Marquez, City Councilmember
    c. Ricardo Lara, City Councilmember

REORGANIZATION

10. Reorganization of the City Council:
    a. Nomination and Selection of Mayor. **Motion by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina.**
    b. Nomination and Selection of Mayor Pro Tem. **Motion by Medina. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina.**

11. City Council Appointments to Boards and Committees. **Motion by De La Riva to push item to January 9, 2019 Council Meeting.**

CLOSED SESSION

12. Public Employment pursuant to Government Code Section 54957; Title: Interim City Attorney. **Unanimous Vote: Appoint Richards, Watson & Gershon, with Roxanne Diaz, as the Designated Interim City Attorney.**

13. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Don Wagner, Interim City Manager; Unrepresented Employee: Interim City Attorney. **Unanimous Vote: Appoint Richards, Watson & Gershon, with Roxanne Diaz, as the Designated Interim City Attorney.**

14. Subsequent Need Item: **Conference with Legal Counsel – Existing Litigation** (Government Code § 54956.9)
Name of Case: *DTLA Investments, LLC, v. City of Maywood*, LASC Case No.: BC 628555
Unanimous Vote: Continue with Settlement Negotiations as agreed to by the Parties at Mediation of May 1, 2017.

DISCUSSION/ACTION ITEMS

15. Resignation of City Attorney, dated November 14, 2018, effective December 12, 2018, and Resignation of Elections Official, Julia Sylva, dated December 12, 2018, effective at midnight December 12, 2018. Receive and File. **Motion by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina.**

16. Appointment of Interim City Attorney and approval of an agreement with Richards, Watson & Gershon for Legal Services. **Motion by Medina. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina.**

ADJOURNMENT Meeting adjourned at approximately 7:48p.m. Next Regular Meeting of the Maywood City Council is on January 9, 2019 at 6:00pm

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

RESOLUTION NO. 6005

ITEM No. 3

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

WHEREAS, the following listed demands have been audited 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/ACH Transactions for $729,981.49 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 9th day of January, 2019.

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

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

I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6005 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 9th of January, 2019 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Gerardo Mayagoitia

Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, January 9, 2019

Accounts Payable			**Amount**
Accounts Payable prepaid warrants for payment: Checks No. 085532 - 085569 & 085571 - 085574, 085576, 085577, 085579, 085588, 085589, 085591, 085592, 085595 - 085597, 085599		$	160,146.95
Accounts Payable regular warrants for payment: Checks No. 085570, 085575, 085578, 085580 - 085587, 085590, 085593, 085594, 085598, 085600 - 085602		$	419,792.76
	Sub-total	$	579,939.71
Wire Transfers/ACH Transactions			
12/07/18	CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	$	98,089.77
12/07/18	CalPERS Health Premium - Dec 2018	$	28,315.59
12/07/18	CalPERS for Employer Contribution - Pay Period 11/11/18-11/24/18	$	5,291.14
12/07/18	ADP Payroll Fees	$	178.75
12/14/18	CalPERS for Employer Contribution - Pay Period 11/25/18-12/08/18	$	5,101.65
12/21/18	ADP Payroll Fees	$	174.00
12/24/18	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement Nov 2018	$	12,000.00
12/24/18	Lease Payment for Front Counter Cash Registers - Dec 2018	$	114.23
12/28/18	ADP Payroll Fees	$	390.00
01/02/19	Merchant Fees	$	386.65
	Sub-total	$	150,041.78
	Total Demands	**$**	**729,981.49**

EXHIBIT A

City of Maywood
Detail Warrants for Payment
Warrants No. 085532 to 085602

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description
085532	P	12/18/2018	American Guard Services, Inc.	1,111.59	Crossing Guard Services-Maywood Elementary October 2018
085533	P	12/18/2018	Calmex Graphics	315.36	City of Maywood Envelopes - Business/Apt License Mailing
085534	P	12/18/2018	Daily Journal Corporation	2,853.98	Publication of Official Notices
085535	P	12/18/2018	Dave And Frank Automotive	45.64	Tire Repair/Engine Work
085536	P	12/18/2018	Dewey Pest Control	92.00	December 2018 Pest Control City Hall
085537	P	12/18/2018	Dunbar Armored Inc	337.79	December 2018 Cash Handling Service
085538	P	12/18/2018	Emil Gasparian	500.00	Newly appointed Council Member photos
085539	P	12/18/2018	George Hill Company	375.80	City Claims/Adjuster Services November 2018
085540	P	12/18/2018	John Balderas	2,100.00	Professional Municipal Accounting Services July 2018
085541	P	12/18/2018	Los Angeles County Metro Transit Authority	4,140.00	December 2018 Metro TAP Cards
085542	P	12/18/2018	Maywood Mutual Water No.3	2,913.70	5950 Riverfront Park 11-01-2018 to 11-30-2018
085543	P	12/18/2018	Parker Consulting	870.91	Equipment: ASUS ZenBook 13.3 Inch Laptop
085544	P	12/18/2018	Procure America	134.37	Utility Services Review and Analysis
085545	P	12/18/2018	Los Angeles County Department of Public Health	111.00	Backflow Inspection Fee FY 18/19
085546	P	12/18/2018	Redfire Technology Services	2,116.00	December 2018 I.T. Services
085547	P	12/18/2018	Southern California Edison	15,783.07	Various Locations 10-23-2018 to 11-21-2018
085548	P	12/18/2018	State Compensation Insurance Fund	13,136.53	Workers Comp Insurance Audit FY 17/18
085549	P	12/18/2018	The Gas Company	59.65	City Hall/Sheriff's Sub Station/Library (11-06-2018 - 12-07-2018)
085550	P	12/18/2018	Time Warner Cable	627.79	Internet and Phone December 2018
085551	P	12/18/2018	Vivint Solar Development, LLC	1,124.58	Refunds Building Permit
085552	P	12/18/2018	Xerox	347.72	November 2018 Base Charge and Printing Fee
085553	P	12/20/2018	American Paper Plastic	768.03	Janitorial Supplies: City Hall
085554	P	12/20/2018	Aquatech Engineering, Inc.	205.00	Test Backflow Assembly-Irrigation
085555	P	12/20/2018	CoreLogic Solutions, LLC.	150.00	Property Finder November 2018
085556	P	12/20/2018	County of Los Angeles Department of Animal Control	5,041.61	Animal Control Services November 2018
085557	P	12/20/2018	County of Los Angeles Registrar-Recorder/County Clerk	2,679.24	Candidate Statement Printing Gubernatorial Election 11-06-18

EXHIBIT B

City of Maywood
Detail Warrants for Payment
Warrants No. 085532 to 085602

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description
085558	P	12/20/2018	Dapeer, Rosenblit & Litvak, LLP	186.00	Code Enforcement Legal Services: November 2018
085559	P	12/20/2018	Graffiti Protective Coatings	15,000.00	CityWide Graffiti Removal November 2018
085560	P	12/20/2018	Kane, Ballmer & Berkman	180.00	Successor Agency Legal Counsel: November 2018
085561	P	12/20/2018	L.B. Johnson Hardware Co.	10.93	Office Supplies
085562	P	12/20/2018	Lucas Builders, Inc.	60,158.75	City of Maywood Sewer Replacement Project 601890-16
085563	P	12/20/2018	Mapcon Technologies, Inc.	299.00	Online Implementation Training Building/Planning Work Order Software
085564	P	12/20/2018	Redfire Technology Services	105.00	Upgrade PC Hard Drive
085565	P	12/20/2018	Salazar Landscaping	8,324.00	Landscape Maintenance December 2018
085566	P	12/20/2018	Southern California Edison	103.92	5317 Atlantic PED 11/14/18-12/14/18
085567	P	12/20/2018	Staples Business Advantage	418.71	Office Supplies
085568	P	12/20/2018	Xerox Financial Services	153.30	Copier Lease: 11-22-2018 - 12-21-2018
085569	P	1/3/2019	Allen B. McDade	632.25	Retiree Medical Reimbursement January 2019
085570		1/3/2019	American Guard Services, Inc.	5,412.96	Crossing Guard Services November 2018 Crossing Guard Services-Maywood Elementary November 2018
085571	P	1/3/2019	Angel Villegas	492.63	Retiree Medical Reimbursement January 2019
085572	P	1/3/2019	AT&T	0.22	MTA Line 11/17/2018-12/16/2018
085573	P	1/3/2019	Brent Talmo	284.77	Retiree Medical Reimbursement January 2019
085574	P	1/3/2019	Bruce Leflar	1,101.28	Retiree Medical Reimbursement January 2019
085575		1/3/2019	Calmex Graphics	423.78	Business Cards: City Councilmembers
085576	P	1/3/2019	Christine M. Locher	258.83	Retiree Medical Reimbursement January 2019
085577	P	1/3/2019	Department of Motor Vehicles	44.00	Registration CAV Decal Stickers
085578		1/3/2019	Diana Cho & Associates	1,827.50	CDBG Consulting November 2018 Code Enforcement Project Administration CDBG Consulting November 2018 Sewer Repair Project
085579	P	1/3/2019	Edward Ahrens	1,101.28	Retiree Medical Reimbursement January 2019
085580		1/3/2019	PALP, Inc. dba Excel Paving Company	220,971.90	Pavement Rehabilitation Project FY 18/19 Various Streets
085581		1/3/2019	Graffiti Protective Coatings	4,000.00	December 2018 Bus Shelter Maintenance November 2018 Bus Shelter Maintenance
085582		1/3/2019	Interior Demolition, Inc.	3,067.05	Retention Release for Install Perm 8 ft Chain Link Fence

City of Maywood
Detail Warrants for Payment
Warrants No. 085532 to 085602

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description
085583		1/3/2019	Interwest Consulting Group	59,115.75	City Engineering Services: November 2018: Fund 04 Gas Tax $10,070.00 -Crown Castle Encroachment Permit -City Street Signs -Public Works Contractor RFP -Maywood Storm Drain Screens -60th & Heliotrope Traffic Study Fund 10 Proposition C $680.00 -Bus Stop Investigation Fund 13 STP-L $7,862.50 -Slurry Seal Project Fund 16 CDBG $9,497.00 -EPA Sewer Grant Project -Sewer Replacement Project Fund 20 Measure M $13,407.50 -Pavement Rehabilitation Fund 35 Sewer Enterprise $14,033.75 -Sanitary Sewer Management Plan Fund 62 Street Lighting $3,340.00 -Street Light Conversion LED
085584		1/3/2019	John Balderas	4,380.00	Professional Municipal Accounting Services August 2018 Professional Municipal Accounting Services September 2018
085585		1/3/2019	KBJ Auto Detail	414.00	City Vehicle Fleet: Car Wash Service December 2018
085586		1/3/2019	Law Offices of Julia Sylva, ALC	11,716.92	December 2018 Legal Services
085587		1/3/2019	Lucas Builders, Inc.	53,637.00	City of Maywood Sewer Replacement Project 601890-16
085588	P	1/3/2019	Milagro Strategy Group	4,000.00	December 2018 Public Relations Services
085589	P	1/3/2019	Municipal Waste Solutions	4,500.00	January 2019 Waste & Recycling Consulting November 2018 Waste & Recycling Consulting Overage
085590		1/3/2019	National Plant Services, Inc.	7,090.00	Clean 8 Inch Siphon Heliotrope & Randolph 11-30-2018 Install Flow Meter and Monitor LACSD - 52nd Street 10-09-18
085591	P	1/3/2019	Paul Pine	1,101.28	Retiree Medical Reimbursement January 2019
085592	P	1/3/2019	Petty Cash	444.56	Petty Cash Reimbursements
085593		1/3/2019	Phoenix Group Information Systems	2,091.17	November 2018 Parking Citation Processing Fee
085594		1/3/2019	PSOMAS	9,780.00	Sewer System Evaluation - Hydraulic Analysis Component
085595	P	1/3/2019	Robert Leach	1,005.00	Retiree Medical Reimbursement January 2019
085596	P	1/3/2019	Ronald Lindsey	1,102.61	Retiree Medical Reimbursement January 2019

City of Maywood
Detail Warrants for Payment
Warrants No. 085532 to 085602

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description
085597	P	1/3/2019	Scott C. Anderson	1,101.28	Retiree Medical Reimbursement January 2019
085598		1/3/2019	Siemens Industry, Inc	4,154.86	Street Light Response Call Out November 2018 Traffic Signal Maintenance November 2018 Traffic Signal Response Call Outs November 2018
085599	P	1/3/2019	Sparkletts Drinking Water Corp	95.99	City Hall Office Water
085600		1/3/2019	State Water Resource Control Board	14,230.00	Annual Permit Fee 10/01/18-09/30/19
085601		1/3/2019	Twining	15,251.43	Street Resurfacing Project Materials Testing
085602		1/3/2019	V & M Iron Works	2,228.44	Payment Plan: Installment 15 Repair Damaged Street Sign 52nd & Atlantic

TOTAL: **$579,939.71**

COUNCIL AGENDA

ITEM No. 4

City of Maywood - Revenue Summary
For the Month of December 2018

Row Labels	GL Title	General Fund 01	CDBG 16	Non Major Funds*	Grand Total
4010	Current Year Secured & Redemptions	93,421.86			93,421.86
4040	Rubbish Assessment	2,427.08			2,427.08
4070	Homeowner Exemptions	180.96			180.96
4075	Pension Taxes Revenue			174,614.96	174,614.96
4080	Landscape & Lighting Assesments			68,916.18	68,916.18
4085	Sewer District Assessment			113,305.03	113,305.03
4090	1/2 Public Safety Augmentation-Prop172	7,967.08			7,967.08
4100	Sales Tax Revenue	123,207.15			123,207.15
4110	Proposition A Allocations			48,804.99	48,804.99
4115	Measure M			34,027.18	34,027.18
4120	Proposition C Allocations			40,479.33	40,479.33
4121	Metro Reimbursement			5,432.00	5,432.00
4140	Utility Users Tax	51,063.75			51,063.75
4170	Business License	10,610.00			10,610.00
4171	SB1186 Fee	640.00			640.00
4172	License Processing Fee	207.00			207.00
4175	Tobacco Retailer License	34.50			34.50
4182	Public Works Permit Fees	2,268.50			2,268.50
4190	Apartment License	1,930.00			1,930.00
4200	Parking Permits	2,255.20			2,255.20
4220	Building Permits	3,132.51			3,132.51
4225	Plumbing Permits	224.40			224.40
4230	Electrical Permits	217.40			217.40
4240	Mechanical Permits	156.00			156.00
4245	Miscellaneous Building Permits	194.00			194.00
4250	Occupancy Permits	2,235.20			2,235.20
4253	Pre-sale Property Report Fee	110.00			110.00
4260	Parking Cites	6,324.07			6,324.07
4265	SEMC: Court Collections	9,428.00			9,428.00
4300	Interest Income			67.17	67.17
4320	Leased Property Rental Income	4,500.00			4,500.00
4339	Road Maintenance & Rehabilitation (Section2032)			41,224.65	41,224.65
4351	Measure R			30,479.53	30,479.53
4400	JAG.LLEBG.COPS GRANT			26,799.86	26,799.86
4433	HCDA: Sewer Repair Project		242,686.00		242,686.00
4435	Plan Check Fees	351.88			351.88
4480	Vending Machine Revenue	22.50			22.50
4481	Baseball Field Permit	420.00			420.00
4500	Miscellaneous Revenue	184.00			184.00
4545	Over/Short	1.19			1.19
4600	MTA Bus Pass Revenue			384.00	384.00
4650	Rebates & Insurance Claim Payments	53,925.29			53,925.29
Grand Total		**377,639.52**	**242,686.00**	**584,534.88**	**1,204,860.40**

*** Prop A, Prop C, Measure R, STP-L Fund, Pension/Retirement Fund, Bikeway Fund, Successor Agency, Air Quality Improvement Fund, SLESF Fund (Law Enf. Suppl.Fund), Section 108 Fund, Street Lighting Fund, Measure M, & SB1 Transportation Fund**

COUNCIL AGENDA

ITEM No. 5

STAFF REPORT
CITY OF MAYWOOD

DATE: JANUARY 9 , 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD J. WAGNER, INTERIM CITY ADMINISTRATOR

BY: OFELIA MANCERA, FINANCE DIRECTOR OM

SUBJECT: A RESOLUTION OF THE SUCCESSOR TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 19-20) AND THE ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020; AND AUTHORIZING STAFF TO FORWARD THE ROPS 19-20 AND ADMINISTRATIVE BUDGET TO LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD FOR APPROVAL

RECOMENDATION

Adopt Resolution SA 19-01 approving the Successor Agency to the Maywood Community Redevelopment Agency Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for the period July 1, 2019 through June 30, 2020; and authorizing staff to submit ROPS 19-20 and Resolution to Los Angeles County First Supervisorial District Consolidated Oversight Board ("Oversight Board") for approval and submission to the California State Department of Finance for approval pursuant to Health and Safety Code Section 34177.

FISCAL IMPACT

Adopting the ROPS 19-20 and Administrative Budget is a required step in winding down the former Maywood Redevelopment Agency, which includes completing contractual obligations and projects which are currently underway, as well as following a number of state required steps to conclude the activities of the former agency. The funding for the administration and enforceable obligations of the Successor Agency is included within the Recognized Obligation Payment Schedule.

BACKGROUND

AB X1 26 (the "Dissolution Act") was enacted in June 2011 as part of the Fiscal Year 2011-2012 State budget package. Under the Dissolution Act, all redevelopment agencies in the State of California were dissolved effective February 1, 2012. The City of Maywood City Council assumed the duties of unwinding the affairs of the La Habra Redevelopment Agency as the Successor Agency. Under the Redevelopment Dissolution Act, the Successor Agency is required to approve a Recognized Obligation Payment Schedule (ROPS) and submit it to the County Auditor-Controller, the State Department of Finance, and the State Controller's Office. After review and approval by the City Council as the Successor Agency, the ROPS must be approved by the Oversight Board.

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 board each encompassing the five supervisorial districts. The First Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Maywood. The ROPS covers the period from July 1, 2019 through June 30, 2020, separated into two six-months periods; listing the nature, amount and source(s) of payment of all outstanding "enforceable obligations" of the former Agency to be paid or performed by the Successor Agency during each six-month period.

DISCUSSION

The Maywood Community Redevelopment Agency, Maywood, California ("Agency") was formed for the purpose of revitalizing areas with the City of Maywood pursuant to Health and Safety Code Section 33000, et. Seq. One of the responsibilities of the Successor Agency is to prepare a Recognized Obligation Payment Schedule ("ROPS") and administrative budget which sets forth the nature, amount and source(s) of payment of all "enforceable obligations" of the Redevelopment Agency (as defined by law) to be paid by the Successor Agency after the Redevelopment Agency's dissolution.

Pursuant to Health and Safety Code Section 34177(m) (1) (A), the law provides that the successor agency shall compete the Recognized Obligation Payment Schedule (ROPS) in the manner provided for by the Department of Finance. Pursuant to Health and Safety Code Section 34177(1)(2), the Successor Agency is required to prepare the ROPS and Administrative Budget covering the period July 1, 2019 and June 30, 2020 (ROPS 19-20), and all successor agencies are required to submit their ROPS by February 1, 2019 to the Department of Finance. The ROPS 19-20, if approved by the Successor Agency, will be subsequently presented to Oversight Board for approval and, submitted to the Department of Finance and County Auditor-Controller prior to the deadline of February 1, 2019

CONCLUSION

Staff recommends adoption of Resolution No 19-01, a Resolution of the Successor Agency to the City of Maywood Community Redevelopment Agency approving the Recognized Obligation Payment Schedule and Administrative Budget for the period July 1, 2019 through June 30, 2020; and authorizing staff to forward the Recognized Obligation Schedule and Administrative Budget to Los Angeles County First Supervisorial District Oversight Board for review and

approval; and subsequently to submitting the ROPS and Resolution to the Department of Finance by February 1, 2019.

ATTACHMENTS

Exhibit A: ROPS FY 19-20
Exhibit B: Administrative Budget
Exhibit C; Successor Agency Resolution No 19-01

EXHIBIT A

Recognized Obligation Payment Schedule (ROPS 19-20) - Summary
Filed for the July 1, 2019 through June 30, 2020 Period

Successor Agency: **Maywood**
County: Los Angeles

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	19-20A Total (July - December)	19-20B Total (January - June)	ROPS 19-20 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):**	$ 434,031	$ 823,867	$ 1,257,898
F	RPTTF	434,031	823,867	1,257,898
G	Administrative RPTTF	-	-	-
H	**Current Period Enforceable Obligations (A+E):**	$ 434,031	$ 823,867	$ 1,257,898

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

EXIIIBIT A

Maywood Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail

July 1, 2019 through June 30, 2020

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											19-20A (July - December)						19-20B (January - June)					
											Fund Sources						Fund Sources					
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20B Total
5	Successor Agency Staff	Admin Costs	7/1/2015	12/31/2015	City of Maywood	Administrative Costs-Staff		$ 21,336,178		$ 1,257,898	$ 0	$ 0	$ 0	$ 434,031	$ 0	$ 434,031	$ 0	$ 0	$ 0	$ 823,867	$ 0	$ 823,867
6	Maintenance & Improvement-CDC Agency-owned properties	Property Maintenance	7/1/15	12/31/15	City of Maywood	Maintenance & Improvement-CDC Agency-owned properties a. 5102 District Blvd. (commercial site) b. 5110 District Blvd. (commercial site) c. 5515 Maywood Ave. (pocket park site) d. 4801 E. Slauson Ave. (commercial site)		121,434	N	$ 121,434				60,717		$ 60,717				60,717		$ 60,717
12	Series 2017A-1Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	8/1/2037	Wells Fargo Bank	Series 2017A-1Tax Allocation Bonds		19,840,725	N	$ 808,176				339,692		$ 339,692				268,484		$ 268,484
13	Series 2017A-2Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	8/1/2037	Wells Fargo Bank	Series 2017A-2Tax Allocation Bonds		252,125	N	$ 7,728				4,316		$ 4,316				3,412		$ 3,412
14	Series 2017B-Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	8/1/2037	Wells Fargo Bank	Series 2017B-Tax Allocation Bonds		1,115,844	N	$ 514,500				23,306		$ 23,306				491,254		$ 491,254
15	Bank Trustee Admin Fee	Fees	10/18/2017	8/1/2037	Wells Fargo Bank	Series 2017-Tax Allocation Bonds		6,000	N	$ 6,000				6,000		$ 6,000						$ -
16	Sewer Maintenance Improvement	Improvement/Infrastructure	2/10/2018	8/10/2018	TBD	Sewer Maintenance Improvement	Citywide		Y	$ -						$ -						$ -
17									N	$ -						$ -						$ -
18									N	$ -						$ -						$ -
19									N	$ -						$ -						$ -
20									N	$ -						$ -						$ -
21									N	$ -						$ -						$ -
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79									N	$ -						$ -						$ -

EXHIBIT A

Maywood Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances
July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
1	**Beginning Available Cash Balance (Actual 07/01/16)** RPTTF amount should exclude "A" period distribution amount					1,941,159	
2	**Revenue/Income (Actual 06/30/17)** RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller					1,662,552	
3	**Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)**					1,379,138	
4	**Retention of Available Cash Balance (Actual 06/30/17)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 16-17 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required					
6	**Ending Actual Available Cash Balance (06/30/17)** C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	$ 0	$ 0	$ 0	$ 0	$ 2,224,573	

EXHIBIT A

Maywood Recognized Obligation Payment Schedule (ROPS 19-20) - Notes July 1, 2019 through June 30, 2020	
Item #	**Notes/Comments**

EXHIBIT B

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY
ADMINISTRATIVE BUDGET
(July 1, 2019 to June 30, 2020)
ROPS FY 19-20

SALARIES AND BENEFITS	$ 92,433
PROFESSIONAL SERVICES	
Legal Services:	$ 25,000
Auditing Services	4,000
TOTAL	$ 121,433

Note: The Administrative Budget covers costs incurred by the City of Maywood and professional services for the operations to the Successor Agency of the Maywod Community Redevelopment Agency.

EXHIBIT C

RESOLUTION NO. SA 19-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING AND ADOPTING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020 (ROPS 19-20) 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 to the City of Maywood; 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 First Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Maywood; and

WHEREAS, the First Supervisorial District Consolidated Oversight Board will hold a regular meeting on January 14, 2019; and

WHEREAS, Health and Safety Code Section 34177(1)(2) requires the Successor Agency to submit the ROPS to the Oversight Board for approval; and

WHEREAS, Health and Safety Code Section 34177(1)(2) requires the Oversight Board to approve the Successor Agency's establishment of the ROPS prior to the Successor Agency acting upon the ROPS; and

WHEREAS, the Maywood City Council opted to serve as Successor Agency to the Maywood Community Redevelopment Agency ("Successor Agency"); and

WHEREAS, under the Dissolution Bills, the Maywood Oversight Board was formed and must receive a Recognized Obligation Payment Schedule ("ROPS") from Successor Agency that sets forth all of the Successor Agency's financial obligations over a twelve-month period (fiscal year); and

WHEREAS, on January 9, 2019, the City as Successor Agency to the Maywood Community Redevelopment Agency reviewed and approved a resolution adopting the Recognized Obligation Payment Schedule and Administrative Budget for the period July 1, 2019 through June 30, 2020 (ROPS 19-20) – Exhibit A and Exhibit B, respectively; and

WHEREAS, the Successor Agency is also required to submit an Administrative Budget to the Oversight Board that itemizes the Successor Agency's administrative costs over the same twelve-month period; and

WHEREAS, the Administrative Budget attached (Exhibit B) hereto covers the Successor Agency's administrative costs for the period July 1, 2019 through June 30, 2020;

WHEREAS, the Recognized Obligation Payment Schedule for the period July 1, 2019 through June 30, 2020 is due to the California Department of Finance on or before February 1, 2019.

NOW THEREFORE, THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

SECTION 1. The Successor Agency finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The ROPS 19-20 for the period July 1, 2019 through June 30, 2020, and attached hereto as Exhibit A, are hereby approved, adopted, and incorporated by reference by the Successor Agency pursuant to Health & Safety Code Section 34177.

SECTION 3. The Administrative Budget for the period July 1, 2019 through June 30, 2020, and attached hereto as Exhibit B, is hereby approved, adopted, and incorporated by reference by the Successor Agency pursuant to Health & Safety Code Section 34177.

SECTION 4. The Successor Agency hereto authorizes staff to take all necessary administrative actions to comply with Health & Safety Code Section 34177.

SECTION 5. The Successor Agency Secretary shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions and directs Successor Agency staff to submit all required Resolutions and ROPS documents to the Department of Finance on or before the February 1, 2019 deadline.

SECTION 6. If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are severable. The Successor Agency herby declares that it would have adopted this Resolution regardless that one or more portion may be determined to be invalid.

PASSED, APPROVED AND ADOPTED ON by the City Council of the City of Maywood at a regular meeting held on January 9, 2019.

Eddie De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Gerardo Mayagoitia, City Clerk

Roxanne Diaz, City Attorney

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

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, California, do hereby certify the foregoing Resolution No.SA19-01 as passed by the City Council of the City of Maywood, signed by the Mayor of said Council and attested by the City Clerk, at a regular meeting and place of the City Council held on the 9th of January, 2019, and that the same was passed by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Gerardo Mayagoitia, City Clerk

STAFF REPORT
CITY OF MAYWOOD

DATE: JANUARY 9 , 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD J. WAGNER, INTERIM CITY ADMINISTRATOR

BY: OFELIA MANCERA, FINANCE DIRECTOR OM

SUBJECT: APPROVE AND ADOPT RESOLUTION NO. 6006 ESTABLISHING THE APPROPRIATION (GANN) LIMITS FOR FISCAL YEARS 13/14, 14/15, 15/16, 16/17, 17/18 AND 18/19 SET FORTH IN THE ADOPTED BUDGETS AND RESOLUTIONS; BASED ON THE CHANGES FROM POPULATION AND INCOME FACTORS, PURSUANT TO ARTILE XIIIB OF THE CONSTITUTION OF THE OF THE STATE OF CALIFORNIA.

RECOMMENDATION

Staff recommends that Council approve and adopt a resolution establishing the Appropriation (GANN) Limits for fiscal years 13/14, 14/15, 15/16, 16/17, 17/18 and 18/19 as set forth in the adopted budgets, and resolutions; pursuant to Article XIIIB of the Constitution of California.

FISCAL IMPACT

There is no fiscal impact associated with establishing the Appropriation (GANN) Limits or adoption of the resolution. The recalculated appropriation limits for fiscal years 13/14, 14/15, 15/16, 16/17, 17/18 and 18/19 did not exceed the limitations imposed by Proposition 4 (Exhibit D).

BACKGROUND

In November 1979, the California voters passed Proposition 4 (Article XIIIB), which places a ceiling on the amount a local government can spend from "the proceeds of taxations." This appropriation limit is known as "the Gann Spending Limitation" or Gann Limit. The Gann Limit establishes a limit on the proceeds of taxes that may be appropriated for spending in a given fiscal year for each entity of government. The calculation limit is based on actual appropriations from the proceeds of taxes in the 1978/1979 fiscal year, adjusted annually by the percentage

change in California per capital personal income, and change in population change data provided by the State Department of Finance used in the calculation.
Article XIIIB was further amended by Proposition III which was approved by the voters in June 1990, which imposed changes on the calculation of the limit by providing a choice of methodologies for determining the annual inflation factor and for population growth, providing exclusion of certain types of expenditures, and revision to the processes required for refunding taxes collected in excess of the limit. In accordance with legislation, the governing body of each government jurisdiction must, by resolution, establish its annual Appropriation Limit and adopted after (15) days of general public availability for review of this report.

DISCUSSION

In order to increase the accountability of local governments in adopting their Gann Appropriation Limits, California voters approved Proposition 111 in June 1990. Among other things, the Proposition requires the annual Appropriation Limit worksheet to be reviewed (for compliance with adjustment factors) as part of the annual financial audit. For the financial audit ending FY 16/17, an audit finding recommended that we recalculate and adopt new appropriation limits for FY 13/14, FY 14/15, FY 15/16, FY 16/17, FY 17/18, and 18/19 using the same methodology and adjustment factors for maximum appropriation. For Gann Appropriation Limit compliance, the fiscal year corrections and adoption by resolution were necessary, since the appropriation limits carry over from fiscal year to fiscal year on the appropriation limit worksheets (Exhibit B). Under the recommendation of the auditors, the City used the highest factor in order to provide maximum appropriation flexibility. Adoption of Resolution (Exhibit E) will formalize the Gann Limit calculation for FY 13/14, FY 14/15, FY 15/16, FY 16/17, FY 17/18 and FY 18/19.

FY 13/14 Gann Appropriation Limit
Pursuant to Section 7910 of the Government Code of the State of California, the City Council is required to approve the Appropriation "Gann" Limit by Resolution. For Fiscal year 13/14, the appropriation limit has been calculated to be $ 8,870,171 and the City's tax proceeds subject to the appropriation limit are $3,103,550. The City of Maywood has a remaining appropriation capacity of $5,766,621 or 65.01 percent of the appropriation limit. Therefore, the City is under the Appropriation Subject to the Limit and compliance with state law (Exhibit A and Exhibit B).

FY 14/15 Gann Appropriation Limit
Pursuant to Section 7910 of the Government Code of the State of California, the City Council is required to approve the Appropriation "Gann" Limit by Resolution. For Fiscal year 14/15, the appropriation limit has been calculated to be $8,918,798 and the City's tax proceeds subject to the appropriation limit are $2,912,755. The City of Maywood has a remaining appropriation capacity of $6,006,043 or 67.34 percent of the appropriation limit. Therefore, the City is under the Appropriation Subject to the Limit and compliance with state law (Exhibit A and Exhibit B).

FY 15/16 Gann Appropriation Limit
Pursuant to Section 7910 of the Government Code of the State of California, the City Council is required to approve the Appropriation "Gann" Limit by Resolution. For Fiscal year 15/16, the appropriation limit has been calculated to be $9,335,424 and the City's tax proceeds subject to the appropriation limit are $2,944,620. The City of Maywood has a remaining appropriation capacity of $6,390,803 or 68.46 percent of the appropriation

limit. Therefore, the City is under the Appropriations Subject to the Limit and compliance with state law (Exhibit A and Exhibit B).

FY 16/17 Gann Appropriation Limit

Pursuant to Section 7910 of the Government Code of the State of California, the City Council is required to approve the Appropriation "Gann" Limit by Resolution. For Fiscal year 16/17, the appropriation limit has been calculated to be $9,920,348 and the City's tax proceeds subject to the appropriation limit are $2,926,881. The City of Maywood has a remaining appropriation capacity of $6,993,467 or 70.50 percent of the appropriation limit. Therefore, the City is under the Appropriations Subject to the Limit and compliance with state law (Exhibit A and Exhibit B).

FY 17/18 Gann Appropriation Limit

Pursuant to Section 7910 of the Government Code of the State of California, the City Council is required to approve the Appropriation "Gann" Limit by Resolution. For Fiscal year 17/18, the appropriation limit has been calculated to be $10,345,041 and the City's tax proceeds subject to the appropriation limit are $3,302,110. The City of Maywood has a remaining appropriation capacity of $7,042,931 or 68.08 percent of the appropriation limit. Therefore, the City is under the Appropriations Subject to the Limit and compliance with state law (Exhibit A and Exhibit B).

FY 18/19 Gann Appropriation Limit

Pursuant to Section 7910 of the Government Code of the State of California, the City Council is required to approve the Appropriation "Gann" Limit by Resolution. For Fiscal year 18/19, the appropriation limit has been calculated to be $10,779,400 and the City's tax proceeds subject to the appropriation limit are $3,876,195. The City of Maywood has a remaining appropriation capacity of $6,903,206 or 64.04 percent of the appropriation limit. Therefore, the City is under the Appropriations Subject to the Limit and compliance with state law (Exhibit A and Exhibit B).

CONCLUSION

Staff recommends approval and adoption of Resolution No 6006 a Resolution of the City Council of the City of Maywood establishing the Gann Appropriation Limit and repealing all prior resolutions in conflict herewith; in accordance with article XIIIB of the constitution of the State of California for the Fiscal Years 13/14, 14/15, 15/16, 16/17, 17/18 and 18/19. After approval of resolution, the effective date of this Appropriation Limit by resolution will be January 25, 2019.

ATTACHMENTS:

Exhibit A:	Revenue Classifications
Exhibit B:	Comparison of Appropriations Subject to Limit and the Appropriation Limits
Exhibit C:	Department of Finance Price & Population Notifications
Exhibit D:	Appropriations Subject to Limit and the Appropriation Limit Six-Year History
Exhibit E:	Resolution No. 6006, Establishing the Appropriation Limits Pursuant to Article XIIIB of the Constitution of the State of California

Fiscal Year
2013-2014

City of Maywood
Revenue Classification
Fiscal Year 13/14

EXHIBIT A

Revenue Source 2013-2014 Budget (Proposed)	Tax Revenues	Non-Tax Revenues	Total Revenues
Taxes:			
Property Taxes	540,000		540,000
Sales and Use Taxes	1,076,000		1,076,000
Transactions and Use Taxes	1,121,500		1,121,500
			-
Franchise Fees:		300,000	300,000
			-
Licenses & Permits:			-
Business License	366,050		366,050
All Other		117,000	117,000
			-
Fees & Charges:			-
			-
Other Revenue:			-
Fines		412,000	412,000
Other Cost Recovery Revenue			-
			-
Revenue from Other Agencies:			-
			-
Use of Money & Property:		25,000	25,000
			-
Other Revenue:			-
Contracts			-
Cost Reimbursements			-
Other Revenue		2,200,000	2,200,000
Subtotal:	3,103,550	3,054,000	6,157,550
% of Total:	0.0%	100.0%	100%
Interest Income-Gain/Loss Allocation		100	100
Total General Revenue	3,103,550	3,054,100	6,157,650
Total Other Funds			-
Total All Funds	3,103,550	3,054,100	6,157,650

EXHIBIT A

City of Maywood
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual - General Fund
Year Ended June 30, 2014

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes	$ 3,037,500	$ 3,037,500	$ 3,055,644	$ 18,144
Licenses and Permits	366,050	366,050	455,208	89,158
Intergovernmental	2,200,000	2,200,000	2,341,632	141,632
Charges for Services	117,000	117,000	78,296	(38,704)
Use of Money and Property	25,100	25,100	126,925	101,825
Fines and Forfeitures	412,000	412,000	206,535	(205,465)
Legal Settlements	-	-	682,584	682,584
Miscellaneous	-	-	134,257	134,257
Total Revenues	6,157,650	6,157,650	7,081,081	923,431
EXPENDITURES				
Current:				
General Government	5,329,853	2,150,406	1,510,320	640,086
Public Safety	20,000	3,199,447	3,048,686	150,761
Community Development	334,076	334,076	371,270	(37,194)
Parks and Recreation	569,193	569,193	305,086	264,107
Debt Service:				
Principal	45,000	45,000	45,000	-
Interest and Fiscal Charges	212,500	212,500	258,622	(46,122)
Total Expenditures	6,510,622	6,510,622	5,538,984	971,638
Excess of Revenues Over (Under) Expenditures	(352,972)	(352,972)	1,542,097	1,895,069
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Change in Fund Balances	(352,972)	(352,972)	1,542,097	1,895,069
Fund Balances - Beginning of Year	(2,875,314)	(2,875,314)	(2,875,314)	
Fund Balances - End of Year	$ (3,228,286)	$ (3,228,286)	$ (1,333,217)	$ 1,895,069

EXHIBIT B

City of Maywood
Comparison of Appropriations Subject to Limit and the Appropriation Limit
Fiscal Year 13-14

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 13-14 Projected General Fund Revenues			$ 6,157,650
Less:	Non-Tax Proceeds		$ (3,054,100)
Plus:	User Fees in Excess of Costs		$ -
Total Appropriations Subject to the Limit			$ 3,103,550

APPROPRIATION LIMIT

Fiscal Year 12-13 Appropriation Limit:		$ 8,380,314
A. Cost of Living Adjustment - CPI*	1.0512	
B. Population Adjustment **	1.0069	
Change Factor (A x B)	1.0585	
Increase/(Decrease) in Appropriation Limit		$ 489,857
Percentage change compared to the prior fiscal year limit		5.85%
FISCAL YEAR 13-14 APPROPRIATION LIMIT		$ 8,870,171
REMAINING APPROPRIATION CAPACITY		$ 5,766,621
Available capacity as a percentage of Appropriaion Limit		65.01%

Notes (Data reported by the State Department of Finance):
* Based on percentage change in California per capita income.
** Based on annual population change for the County of Los Angeles.

EXHIBIT C

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2013

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, mandates the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2013, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2013-14. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2013-14 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2013.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

ANA J. MATOSANTOS
Director
By:

MICHAEL COHEN
Chief Deputy Director

Attachment

May 2013

EXHIBIT C

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2013-14 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2013-14	5.12

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2013-14 appropriation limit.

2013-14:

Per Capita Cost of Living Change = 5.12 percent
Population Change = 0.79 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.12 + 100}{100} = 1.0512$

Population converted to a ratio: $\frac{0.79 + 100}{100} = 1.0079$

Calculation of factor for FY 2013-14:

$1.0512 \times 1.0079 = 1.0595$

EXHIBIT C

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2012 to January 1, 2013 and Total Population, January 1, 2013

County City	Percent Change 2012-2013	Population Minus Exclusions 1-1-12	 1-1-13	Total Population 1-1-2013
La Habra Heights	0.45	5,355	5,379	5,379
Lakewood	0.45	80,418	80,781	80,781
La Mirada	0.43	48,720	48,930	48,930
Lancaster	0.56	152,868	153,717	158,630
La Puente	0.53	40,008	40,222	40,222
La Verne	1.80	31,476	32,041	32,041
Lawndale	0.46	32,907	33,058	33,058
Lomita	0.54	20,406	20,516	20,516
Long Beach	0.59	464,784	467,538	467,646
Los Angeles	0.95	3,824,199	3,860,719	3,863,839
Lynwood	1.02	69,931	70,645	70,645
Malibu	0.48	12,706	12,767	12,767
Manhattan Beach	0.47	35,257	35,423	35,423
Maywood	0.45	27,486	27,610	27,610
Monrovia	0.54	36,745	36,943	36,943
Montebello	0.47	62,889	63,184	63,184
Monterey Park	0.43	61,184	61,445	61,445
Norwalk	0.29	105,132	105,439	106,093
Palmdale	0.49	153,785	154,535	154,535
Palos Verdes Estates	0.49	13,523	13,589	13,589
Paramount	0.42	54,395	54,624	54,624
Pasadena	0.52	139,291	140,020	140,020
Pico Rivera	0.53	63,199	63,534	63,534
Pomona	0.66	149,729	150,724	150,942
Rancho Palos Verdes	0.47	41,901	42,097	42,114
Redondo Beach	0.53	67,041	67,396	67,396
Rolling Hills	0.43	1,876	1,884	1,884
Rolling Hills Estates	0.49	8,101	8,141	8,141
Rosemead	0.49	54,199	54,464	54,464
San Dimas	0.51	33,516	33,686	33,686
San Fernando	1.33	23,764	24,079	24,079
San Gabriel	0.52	39,945	40,153	40,153
San Marino	0.33	13,202	13,246	13,246
Santa Clarita	15.44	177,534	204,951	204,951
Santa Fe Springs	1.77	16,479	16,771	16,816
Santa Monica	0.86	90,267	91,040	91,040
Sierra Madre	0.49	10,969	11,023	11,023
Signal Hill	0.75	11,135	11,218	11,218
South El Monte	0.55	20,200	20,312	20,312
South Gate	0.79	94,367	95,115	95,115
South Pasadena	0.47	25,737	25,857	25,857

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT C

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2012 to January 1, 2013 and Total Population, January 1, 2013

County City	Percent Change 2012-2013	--- Population Minus Exclusions --- 1-1-12	 1-1-13	Total Population 1-1-2013
Temple City	0.52	35,766	35,952	35,952
Torrance	0.46	146,188	146,860	146,860
Vernon	0.83	120	121	121
Walnut	0.91	29,676	29,947	29,947
West Covina	0.45	106,766	107,248	107,248
West Hollywood	0.45	34,698	34,853	34,853
Westlake Village	0.45	8,304	8,341	8,341
Whittier	0.46	85,696	86,093	86,093
Unincorporated	-2.09	1,061,526	1,039,366	1,040,390
County Total	0.69	9,879,254	9,947,906	9,958,091

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year
2014-2015

City of Maywood
Revenue Classification
Fiscal Year 14/15

EXHIBIT A

Revenue Source 2014-2015 Budget (Proposed)	Tax Revenues	Non-Tax Revenues	Total Revenues
Taxes:			
Property Taxes	713,200		713,200
Sales and Use Taxes	1,103,000		1,103,000
Transactions and Use Taxes	900,000		900,000
			-
Franchise Fees:		226,000	226,000
			-
Licenses & Permits:			-
Business License	196,000		196,000
All Other		293,200	293,200
			-
Fees & Charges:		10,600	10,600
			-
Other Revenue:			-
Fines		271,600	271,600
Other Cost Recovery Revenue			-
			-
Revenue from Other Agencies:			-
			-
Use of Money & Property:		104,300	104,300
			-
Other Revenue:			-
Contracts			-
Cost Reimbursements			-
Other Revenue		2,481,800	2,481,800
Subtotal:	2,912,200	3,387,500	6,299,700
% of Total:	46.2%	53.8%	100%
Interest Income-Gain/Loss Allocation	555	645	1,200
Total General Revenue	2,912,755	3,388,145	6,300,900
Total Other Funds			-
Total All Funds	2,912,755	3,388,145	6,300,900

City of Maywood

General Fund 1

The General Fund is the primary operating fund of the City used to account for all revenues and expenditures not legally restricted for a special use. The principal sources of revenue include sales tax, utility users tax, property tax, vehicle license fees, transient occupancy tax, franchise fees, licenses and permits. The General Fund revenues are used by the City to provide a broad range of services including most of the traditional local municipal services. All General Fund operations have been succinctly consolidated into three primary departments consisting of General Government, Community Development, and Community Services.

Summary of General Fund Revenues and Expenditures

	FY 2013-14 Budget	FY 2013-14 Estimated	FY 2014-15 Budget	FY 2015-16 Budget
Revenues:				
General Fund	6,040,650	7,376,947	6,300,900	6,172,900
Total Revenues	$6,040,650	$7,376,947	$6,300,900	$6,172,900
Expenditures:				
General Government	5,123,058	6,040,650	5,100,200	5,041,200
Community Development	509,933	262,703	496,439	496,439
Community Services	875,955	601,000	502,415	502,415
Total Expenditures	$6,508,946	$6,904,353	$6,099,054	$6,040,054

EXHIBIT A

EXHIBIT A

City of Maywood
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual - General Fund
Year Ended June 30, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes	$ 2,942,200	$ 2,942,200	$ 3,337,781	$ 395,581
Licenses and Permits	489,200	489,200	523,844	34,644
Intergovernmental	2,283,000	2,283,000	2,354,289	71,289
Charges for Services	10,600	10,600	117,099	106,499
Use of Money and Property	104,300	104,300	93,194	(11,106)
Fines and Forfeitures	271,600	271,600	294,390	22,790
Legal Settlements	200,000	200,000	173,000	(27,000)
Miscellaneous	-	-	951,100	951,100
Total Revenues	6,300,900	6,300,900	7,844,697	1,543,797
EXPENDITURES				
Current:				
General Government	1,730,200	1,730,200	1,636,701	93,499
Public Safety	3,118,500	3,118,500	3,451,822	(333,322)
Community Development	496,439	496,439	278,739	217,700
Parks and Recreation	502,415	502,415	318,554	183,861
Debt Service:				
Principal	45,000	45,000	45,000	-
Interest and Fiscal Charges	206,500	206,500	206,513	(13)
Total Expenditures	6,099,054	6,099,054	5,937,329	161,725
Excess of Revenues Over (Under) Expenditures	201,846	201,846	1,907,368	1,705,522
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	(40,733)	(40,733)
Total Other Financing Sources (Uses)	-	-	(40,733)	(40,733)
Change in Fund Balances	201,846	201,846	1,866,635	1,664,789
Fund Balances - Beginning of Year	(1,333,217)	(1,333,217)	(1,333,217)	
Prior Period Adjustment	-	-	(1,579,176)	(1,579,176)
Fund Balances - End of Year	$ (1,131,371)	$ (1,131,371)	$ (1,045,758)	$ 85,613

GENERAL FUND REVENUE

EXHIBIT A

REVENUE SOURCE	FY12-13 ACTUAL	FY13-14 ACTUAL	FY13-14 BUDGET	FY14-15 BUDGET	FY15-16 BUDGET
1/2 Cent Public Safety Tax	57,104	61,940	45,000	63,200	64,000
Antenna Rent-Tmobile	0	3,048	0	3,100	3,100
Apartment License	20,849	21,522	20,000	25,000	25,000
Boxing Club Revenue	0	8,820	0	9,000	9,100
Building Permits	64,061	50,128	70,000	52,000	53,000
Business Licenses	162,144	191,840	125,000	196,000	199,000
Cash Over/Short	269	0	0	0	0
Contractual Services	30	208	0	0	0
Copies of Maps,Gen, Plans etc	264	420	300	500	600
Current Year Secured Taxes	299,214	326,076	300,000	333,000	340,000
Electrical Permits	1,245	1,553	1,000	1,300	1,300
Fireworks Sales	40,056	997	2,000	1,000	1,000
Franchise Fees	291,245	221,900	300,000	226,000	231,000
Garage Sale Permit	8,967	7,180	6,500	7,300	8,000
Impound Vehicle Release	6,461	6,545	10,000	6,600	6,600
Interest on Investments	4,945	1,155	100	1,200	1,300
Leased Property Rental Income	19,206	56,522	25,000	78,000	78,000
Legal Settlement	2,604	676,349	0	200,000	0
License Processing Fee	1,863	3,161	0	3,200	3,300
Mechanical Permits	3,798	3,317	500	3,400	3,500
Miscellaneous Revenue	824	3,757	1,000	3,800	3,800
Motor Vehicle License Tax	0	12,742	0	13,000	13,000
Occupancy Permit	17,500	8,372	17,000	8,600	9,000
Other Permits	8,937	21,142	48,000	22,000	22,000
Parking Citations	186,870	193,648	300,000	194,000	194,000
Parking Permits	54,681	63,508	0	64,000	64,000
Penalties: Apt & Bus License	4,701	6,778	0	6,900	7,000
Plan Check Fees	16,234	5,636	2,000	5,700	5,900
Plans and Specs Sales	198	335	0	300	300
Plumbing Permits	1,585	1,908	750	1,900	1,900
Pre-Sale Property Report Fee	0	3,674	50,000	3,700	3,800
Property Tax Transfers	17,145	153	11,500	5,000	5,000
Property Taxes Unsecured	159,689	251,807	190,000	257,000	260,000
Public Works Permit Fees	0	4,739	0	4,800	4,900
Refunds	232	1,459	0	300	300
Rents and Concessions	18,054	24,327	0	22,000	22,000
Rubbish Assessment	0	0	5,000	0	0
Sale of Property and Revenue	64,983	0	0	8,000	8,000
Sales & Use Tax LA County	282,863	301,150	300,000	307,000	310,000
Sales/Use Tax	786,100	781,193	776,000	796,000	800,000
SEMC: Court Collections	84,031	70,180	112,000	71,000	72,000
Street Excavations	0	722	0	0	0
Temporary Parking Permits	67,974	67,321	12,000	69,000	70,000
Tobacco Retailer License	23	427	0	400	400
Transfers In	0	718,418	0	0	0
Transfers Out to Other Funds	537	0	0	0	0
Transient Occupancy Tax	34,139	54,134	10,000	55,000	56,000
Utility Users Tax	801,671	884,965	1,100,000	900,000	910,000
Vehicle License Fee	2,235,742	2,250,076	2,200,000	2,270,000	2,300,000
Vending Machine Revenue	2,144	1,695	0	1,700	1,800
Total General Fund Revenue	**$5,831,282**	**$7,376,947**	**$6,040,650**	**$6,300,900**	**$6,172,900**

EXHIBIT B

City of Maywood
Comparison of Appropriations Subject to Limit and the Appropriation Limit
Fiscal Year 14-15

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 14-15 Projected General Fund Revenues			$ 6,300,900
Less:	Non-Tax Proceeds		$ (3,388,145)
Plus:	User Fees in Excess of Costs		$ -
Total Appropriations Subject to the Limit			$ 2,912,755

APPROPRIATION LIMIT

Fiscal Year 13-14 Appropriation Limit:		$ 8,870,171
A. Cost of Living Adjustment - CPI*	0.9977	
B. Population Adjustment **	1.0078	
Change Factor (A x B)	1.0055	
Increase/(Decrease) in Appropriation Limit		$ 48,627
Percentage change compared to the prior fiscal year limit		0.55%
FISCAL YEAR 14-15 APPROPRIATION LIMIT		$ 8,918,798
REMAINING APPROPRIATION CAPACITY		$ 6,006,043
Available capacity as a percentage of Appropriaion Limit		67.34%

Notes (Data reported by the State Department of Finance):
* Based on percentage change in California per capita income.
** Based on annual population change for the County of Los Angeles.

EXHIBIT C

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2014

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2014, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2014-15. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2014-15 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2014.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

KEELY M. BOSLER
Chief Deputy Director

Attachment

EXHIBIT C

May 2014

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2014-15 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2014-15	-0.23

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2014-15 appropriation limit.

2014-15:

Per Capita Cost of Living Change = -0.23 percent
Population Change = 0.95 percent

Per Capita Cost of Living converted to a ratio: $\frac{-0.23 + 100}{100} = 0.9977$

Population converted to a ratio: $\frac{0.95 + 100}{100} = 1.0095$

Calculation of factor for FY 2014-15:

$0.9977 \times 1.0095 = 1.0072$

Fiscal Year 2014-15

EXHIBIT C

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014 and Total Population, January 1, 2014

County City	Percent Change 2013-2014	Population Minus Exclusions 1-1-13	 1-1-14	Total Population 1-1-2014
Los Angeles (Continued)				
La Habra Heights	0.69	5,383	5,420	5,420
Lakewood	0.49	80,830	81,224	81,224
La Mirada	0.45	48,958	49,178	49,178
Lancaster	0.78	153,809	155,012	159,878
La Puente	0.58	40,245	40,478	40,478
La Verne	0.53	32,059	32,228	32,228
Lawndale	0.46	33,077	33,228	33,228
Lomita	0.50	20,528	20,630	20,630
Long Beach	0.51	467,817	470,184	470,292
Los Angeles	1.00	3,863,013	3,901,605	3,904,657
Lynwood	0.42	70,685	70,980	70,980
Malibu	0.71	12,774	12,865	12,865
Manhattan Beach	0.49	35,445	35,619	35,619
Maywood	0.47	27,627	27,758	27,758
Monrovia	0.53	36,966	37,162	37,162
Montebello	0.48	63,222	63,527	63,527
Monterey Park	0.48	61,482	61,777	61,777
Norwalk	0.42	105,501	105,948	106,630
Palmdale	0.66	154,629	155,657	155,657
Palos Verdes Estates	0.50	13,597	13,665	13,665
Paramount	0.72	54,657	55,051	55,051
Pasadena	0.55	140,102	140,879	140,879
Pico Rivera	0.47	63,572	63,873	63,873
Pomona	0.53	150,814	151,611	151,713
Rancho Palos Verdes	0.52	42,121	42,341	42,358
Redondo Beach	0.42	67,437	67,717	67,717
Rolling Hills	0.48	1,886	1,895	1,895
Rolling Hills Estates	0.48	8,145	8,184	8,184
Rosemead	0.49	54,497	54,762	54,762
San Dimas	1.09	33,706	34,072	34,072
San Fernando	0.54	24,093	24,222	24,222
San Gabriel	0.34	40,178	40,313	40,313
San Marino	0.66	13,254	13,341	13,341
Santa Clarita	1.98	205,075	209,130	209,130
Santa Fe Springs	3.12	16,781	17,304	17,349
Santa Monica	1.20	91,094	92,185	92,185
Sierra Madre	0.58	11,030	11,094	11,094
Signal Hill	1.65	11,226	11,411	11,411
South El Monte	0.50	20,325	20,426	20,426
South Gate	0.93	95,173	96,057	96,057
South Pasadena	0.53	25,874	26,011	26,011

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT C

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014 and Total Population, January 1, 2014

County City	Percent Change 2013-2014	--- Population Minus Exclusions --- 1-1-13	 1-1-14	Total Population 1-1-2014
Los Angeles (Continued)				
Temple City	0.44	35,974	36,134	36,134
Torrance	0.52	146,949	147,706	147,706
Vernon	0.83	121	122	122
Walnut	0.49	29,966	30,112	30,112
West Covina	0.48	107,313	107,828	107,828
West Hollywood	0.56	34,875	35,072	35,072
Westlake Village	0.47	8,347	8,386	8,386
Whittier	0.46	86,144	86,538	86,538
Unincorporated	0.54	1,039,757	1,045,382	1,046,557
County Total	0.78	9,953,626	10,031,664	10,041,797

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year
2015-2016

City of Maywood
Revenue Classification
Fiscal Year 15/16

EXHIBIT A

Revenue Source 2015-2016 Budget (Proposed)	Tax Revenues	Non-Tax Revenues	Total Revenues
Taxes:			
Property Taxes	265,000		265,000
Sales and Use Taxes	1,110,000		1,110,000
Transactions and Use Taxes	1,370,000		1,370,000
			-
Franchise Fees:		231,000	231,000
			-
Licenses & Permits:			-
Business License	199,000		199,000
All Other		297,200	297,200
			-
Fees & Charges:		10,700	10,700
			-
Other Revenue:			-
Fines		272,600	272,600
Other Cost Recovery Revenue			-
			-
Revenue from Other Agencies:			-
			-
Use of Money & Property:		104,400	104,400
			-
Other Revenue:			-
Contracts			-
Cost Reimbursements			-
Other Revenue		2,311,700	2,311,700
Subtotal:	2,944,000	3,227,600	6,171,600
% of Total:	47.7%	52.3%	100%
Interest Income-Gain/Loss Allocation	620	680	1,300
Total General Revenue	2,944,620	3,228,280	6,172,900
Total Other Funds			-
Total All Funds	2,944,620	3,228,280	6,172,900

EXHIBIT A

City of Maywood

General Fund 1

The General Fund is the primary operating fund of the City used to account for all revenues and expenditures not legally restricted for a special use. The principal sources of revenue include sales tax, utility users tax, property tax, vehicle license fees, transient occupancy tax, franchise fees, licenses and permits. The General Fund revenues are used by the City to provide a broad range of services including most of the traditional local municipal services. All General Fund operations have been succinctly consolidated into three primary departments consisting of General Government, Community Development, and Community Services.

Summary of General Fund Revenues and Expenditures

	FY 2013-14 Budget	FY 2013-14 Estimated	FY 2014-15 Budget	FY 2015-16 Budget
Revenues:				
General Fund	6,040,650	7,376,947	6,300,900	6,172,900
Total Revenues	$6,040,650	$7,376,947	$6,300,900	$6,172,900
Expenditures:				
General Government	5,123,058	6,040,650	5,100,200	5,041,200
Community Development	509,933	262,703	496,439	496,439
Community Services	875,955	601,000	502,415	502,415
Total Expenditures	$6,508,946	$6,904,353	$6,099,054	$6,040,054

GENERAL FUND REVENUE

EXHIBIT A

REVENUE SOURCE	FY12-13 ACTUAL	FY13-14 ACTUAL	FY13-14 BUDGET	FY14-15 BUDGET	FY15-16 BUDGET
1/2 Cent Public Safety Tax	57,104	61,940	45,000	63,200	64,000
Antenna Rent-Tmobile	0	3,048	0	3,100	3,100
Apartment License	20,849	21,522	20,000	25,000	25,000
Boxing Club Revenue	0	8,820	0	9,000	9,100
Building Permits	64,061	50,128	70,000	52,000	53,000
Business Licenses	162,144	191,840	125,000	196,000	199,000
Cash Over/Short	269	0	0	0	0
Contractual Services	30	208	0	0	0
Copies of Maps,Gen, Plans etc	264	420	300	500	600
Current Year Secured Taxes	299,214	326,076	300,000	333,000	340,000
Electrical Permits	1,245	1,553	1,000	1,300	1,300
Fireworks Sales	40,056	997	2,000	1,000	1,000
Franchise Fees	291,245	221,900	300,000	226,000	231,000
Garage Sale Permit	8,967	7,180	6,500	7,300	8,000
Impound Vehicle Release	6,461	6,545	10,000	6,600	6,600
Interest on Investments	4,945	1,155	100	1,200	1,300
Leased Property Rental Income	19,206	56,522	25,000	78,000	78,000
Legal Settlement	2,604	676,349	0	200,000	0
License Processing Fee	1,863	3,161	0	3,200	3,300
Mechanical Permits	3,798	3,317	500	3,400	3,500
Miscellaneous Revenue	924	3,757	1,000	3,800	3,800
Motor Vehicle License Tax	0	12,742	0	13,000	13,000
Occupancy Permit	17,500	8,372	17,000	8,600	9,000
Other Permits	8,937	21,142	48,000	22,000	22,000
Parking Citations	186,870	193,648	300,000	194,000	194,000
Parking Permits	54,681	63,508	0	64,000	64,000
Penalties: Apt & Bus License	4,701	6,778	0	6,900	7,000
Plan Check Fees	16,234	5,636	2,000	5,700	5,900
Plans and Specs Sales	198	335	0	300	300
Plumbing Permits	1,585	1,908	750	1,900	1,900
Pre-Sale Property Report Fee	0	3,674	50,000	3,700	3,800
Property Tax Transfers	17,145	153	11,500	5,000	5,000
Property Taxes Unsecured	159,689	251,807	190,000	257,000	260,000
Public Works Permit Fees	0	4,739	0	4,800	4,900
Refunds	232	1,459	0	300	300
Rents and Concessions	18,054	24,327	0	22,000	22,000
Rubbish Assessment	0	0	5,000	0	0
Sale of Property and Revenue	64,983	0	0	8,000	8,000
Sales & Use Tax LA County	282,863	301,150	300,000	307,000	310,000
Sales/Use Tax	786,100	781,193	776,000	796,000	800,000
SEMC: Court Collections	84,031	70,180	112,000	71,000	72,000
Street Excavations	0	722	0	0	0
Temporary Parking Permits	67,974	67,321	12,000	69,000	70,000
Tobacco Retailer License	23	427	0	400	400
Transfers In	0	718,418	0	0	0
Transfers Out to Other Funds	537	0	0	0	0
Transient Occupancy Tax	34,139	54,134	10,000	55,000	56,000
Utility Users Tax	801,671	884,965	1,100,000	900,000	910,000
Vehicle License Fee	2,235,742	2,250,076	2,200,000	2,270,000	2,300,000
Vending Machine Revenue	2,144	1,695	0	1,700	1,800
Total General Fund Revenue	**$5,831,282**	**$7,376,947**	**$6,040,650**	**$6,300,900**	**$6,172,900**

EXHIBIT B

City of Maywood
Comparison of Appropriations Subject to Limit and the Appropriation Limit
Fiscal Year 15-16

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 15-16 Projected General Fund Revenues			$ 6,172,900
Less:	Non-Tax Proceeds		$ (3,228,280)
Plus:	User Fees in Excess of Costs		$ -
Total Appropriations Subject to the Limit			$ 2,944,620

APPROPRIATION LIMIT

Fiscal Year 14-15 Appropriation Limit:		$ 8,918,798
A. Cost of Living Adjustment - CPI*	1.0382	
B. Population Adjustment **	1.0082	
Change Factor (A x B)	1.0467	
Increase/(Decrease) in Appropriation Limit		$ 416,626
Percentage change compared to the prior fiscal year limit		4.67%
FISCAL YEAR 15-16 APPROPRIATION LIMIT		$ 9,335,424
REMAINING APPROPRIATION CAPACITY		$ 6,390,803
Available capacity as a percentage of Appropriaion Limit		68.46%

Notes (Data reported by the State Department of Finance):
* Based on percentage change in California per capita income.
** Based on annual population change for the County of Los Angeles.

EXHIBIT C

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2015

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2015, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2015-16. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2015-16 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

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Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

KEELY M. BOSLER
Chief Deputy Director

Attachment

EXHIBIT C

May 2015

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2015-16 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2015-16	3.82

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2015-16 appropriation limit.

2015-16:

Per Capita Cost of Living Change = 3.82 percent
Population Change = 0.93 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.82 + 100}{100} = 1.0382$

Population converted to a ratio: $\frac{0.93 + 100}{100} = 1.0093$

Calculation of factor for FY 2015-16:

$1.0382 \times 1.0093 = 1.0479$

EXHIBIT C

Fiscal Year 2015-16

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County City	Percent Change 2014-2015	— Population Minus Exclusions — 1-1-14	 1-1-15	Total Population 1-1-2015
La Canada Flintridge	0.23	20,544	20,592	20,592
La Habra Heights	0.31	5,422	5,439	5,439
Lakewood	0.42	81,261	81,601	81,601
La Mirada	0.66	49,198	49,521	49,521
Lancaster	0.65	155,090	156,099	160,784
La Puente	0.48	40,496	40,690	40,690
La Verne	2.48	32,241	33,042	33,042
Lawndale	0.48	33,242	33,403	33,403
Lomita	0.45	20,640	20,733	20,733
Long Beach	0.48	470,501	472,779	472,779
Los Angeles	1.09	3,911,307	3,953,775	3,957,022
Lynwood	0.52	71,012	71,381	71,381
Malibu	0.50	12,871	12,935	12,935
Manhattan Beach	0.36	35,633	35,763	35,763
Maywood	0.41	27,769	27,884	27,884
Monrovia	0.61	37,179	37,406	37,406
Montebello	0.86	63,555	64,104	64,104
Monterey Park	0.42	61,805	62,063	62,063
Norwalk	0.42	105,997	106,439	107,166
Palmdale	0.82	155,734	157,009	157,009
Palos Verdes Estates	0.44	13,670	13,730	13,730
Paramount	0.41	55,076	55,302	55,302
Pasadena	0.40	140,949	141,510	141,510
Pico Rivera	0.44	63,902	64,182	64,182
Pomona	0.49	151,683	152,419	152,419
Rancho Palos Verdes	0.44	42,360	42,547	42,564
Redondo Beach	0.51	67,749	68,095	68,095
Rolling Hills	0.42	1,896	1,904	1,904
Rolling Hills Estates	0.42	8,189	8,223	8,223
Rosemead	0.42	54,786	55,017	55,017
San Dimas	1.84	34,086	34,713	34,713
San Fernando	1.35	24,232	24,558	24,558
San Gabriel	0.46	40,332	40,517	40,517
San Marino	0.50	13,347	13,414	13,414
Santa Clarita	1.91	209,231	213,231	213,231
Santa Fe Springs	1.57	17,311	17,582	17,627
Santa Monica	1.14	92,229	93,283	93,283
Sierra Madre	0.32	11,098	11,133	11,133
Signal Hill	1.49	11,415	11,585	11,585
South El Monte	1.99	20,435	20,841	20,841

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT C

Fiscal Year 2015-16

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County City	Percent Change 2014-2015	--- Population Minus Exclusions --- 1-1-14	 1-1-15	Total Population 1-1-2015
South Gate	0.46	96,101	96,547	96,547
South Pasadena	0.58	26,022	26,174	26,174
Temple City	0.34	36,152	36,275	36,275
Torrance	0.44	147,782	148,427	148,427
Vernon	0.82	122	123	123
Walnut	0.44	30,124	30,257	30,257
West Covina	0.48	107,879	108,401	108,401
West Hollywood	2.09	35,090	35,825	35,825
Westlake Village	0.41	8,389	8,423	8,423
Whittier	0.43	86,577	86,948	86,948
Unincorporated	0.45	1,046,288	1,050,987	1,051,872
County Total	0.82	10,044,719	10,126,867	10,136,559

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year
2016-2017

City of Maywood
Revenue Classification
Fiscal Year 16/17

EXHIBIT A

Revenue Source 2016-2017 Budget (Proposed)	Tax Revenues	Non-Tax Revenues	Total Revenues
Taxes:			
Property Taxes	277,140		277,140
Sales and Use Taxes	1,304,850		1,304,850
Transactions and Use Taxes	1,164,500		1,164,500
			-
Franchise Fees:		388,500	388,500
			-
Licenses & Permits:			-
Business License	180,000		180,000
All Other		420,700	420,700
			-
Fees & Charges:		43,800	43,800
			-
Other Revenue:			-
Fines		275,000	275,000
Other Cost Recovery Revenue			-
			-
Revenue from Other Agencies:			-
			-
Use of Money & Property:		71,900	71,900
			-
Other Revenue:			-
Contracts			-
Cost Reimbursements			-
Other Revenue		2,615,440	2,615,440
Subtotal:	2,926,490	3,815,340	6,741,830
% of Total:	43.4%	56.6%	100%
Interest Income-Gain/Loss Allocation	391	509	900
Total General Revenue	2,926,881	3,815,849	6,742,730
Total Other Funds		25,674,942	25,674,942
Total All Funds	2,926,881	29,490,791	32,417,672

EXHIBIT A

City of Maywood
Revenue by Category

General Fund

Category	FY 2011-12 Actual	FY 2012-13 Actual	FY 2013-14 Actual	FY 2014-15 Actual	FY 2015-16 Budget	FY 2015-16 As of 1/31/16	FY 2015-16 Projected	FY 2016-17 Adopted	FY 2017-18 Adopted
Taxes	3,086,364	3,147,952	3,102,598	3,337,779	2,976,000	1,280,559	3,139,220	3,134,990	3,247,060
Intergovt	2,187,747	2,235,753	2,258,161	2,354,288	2,313,000	1,231,949	2,452,730	2,609,340	2,707,630
Charges for Services	14,256	42,469	46,928	141,136	39,700	60,221	94,010	43,800	43,800
Fines & Forfeitures	181,770	196,716	206,535	294,391	272,600	128,693	266,370	275,000	278,000
Licenses & Permits	378,181	419,187	460,454	523,844	477,100	391,595	656,070	600,700	608,300
Use of Money & Property	35,775	46,543	104,626	69,158	82,400	24,122	71,700	71,900	71,900
Miscellaneous	28,607	6,559	693,345	200,350	12,100	25,616	35,760	7,000	7,000
Fund Exchange	0	0	125,000	923,750	0	0	0	0	0
	5,912,700	6,095,179	6,997,647	7,844,696	6,172,900	3,142,755	6,715,860	6,742,730	6,963,690

All Funds

Category	FY 2011-12 Actual	FY 2012-13 Actual	FY 2013-14 Actual	FY 2014-15 Actual	FY 2015-16 Budget	FY 2015-16 As of 1/31/16	FY 2015-16 Projected	FY 2016-17 Adopted	FY 2017-18 Adopted
Taxes	3,086,364	3,147,952	3,102,598	3,337,779	2,976,000	1,442,343	3,502,540	3,512,840	3,640,030
Intergovt	6,339,029	5,851,442	7,439,767	6,630,918	6,268,000	2,746,532	6,218,515	6,437,330	6,566,990
Charges for Services	372,023	282,759	236,464	328,637	224,255	157,012	281,810	227,400	227,500
Fines & Forfeitures	305,151	280,735	285,349	294,391	272,600	128,693	266,370	275,000	278,000
Licenses & Permits	417,994	419,187	460,454	523,844	477,100	391,595	656,070	600,700	608,300
Use of Money & Property	35,788	47,487	164,378	101,336	82,630	24,634	72,600	72,800	72,800
Miscellaneous	35,685	15,822	693,475	200,350	12,100	25,616	35,760	7,000	7,000
Fund Exchange	0	0	125,000	923,750	0	0	0	0	0
	10,592,034	10,045,384	12,507,485	12,341,005	10,312,685	4,916,425	11,033,665	11,133,070	11,400,620

EXHIBIT B

City of Maywood
Comparison of Appropriations Subject to Limit and the Appropriation Limit
Fiscal Year 16-17

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 16-17 Projected General Fund Revenues			$ 6,742,730
Less:	Non-Tax Proceeds		$ (3,815,849)
Plus:	User Fees in Excess of Costs		$ -
Total Appropriations Subject to the Limit			$ 2,926,881

APPROPRIATION LIMIT

Fiscal Year 15-16 Appropriation Limit:		$ 9,335,424
A. Cost of Living Adjustment - CPI*	1.0537	
B. Population Adjustment **	1.0085	
Change Factor (A x B)	1.0627	
Increase/(Decrease) in Appropriation Limit		$ 584,925
Percentage change compared to the prior fiscal year limit		6.27%
FISCAL YEAR 16-17 APPROPRIATION LIMIT		$ 9,920,348
REMAINING APPROPRIATION CAPACITY		$ 6,993,467
Available capacity as a percentage of Appropriaion Limit		70.50%

Notes (Data reported by the State Department of Finance):
* Based on percentage change in California per capita income.
** Based on annual population change for the County of Los Angeles.

EXHIBIT C

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2016

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY COSTA
Chief Deputy Director

Attachment

EXHIBIT C

May 2016

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

2016-17:

Per Capita Cost of Living Change = 5.37 percent
Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio: $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17:

$1.0537 \times 1.0090 = 1.0632$

EXHIBIT C

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	Percent Change 2015-2016	— Population Minus Exclusions — 1-1-15	 1-1-16	Total Population 1-1-2016
La Canada Flintridge	0.45	20,464	20,556	20,556
La Habra Heights	0.61	5,426	5,459	5,459
Lakewood	0.36	78,187	78,471	78,471
La Mirada	0.38	49,452	49,639	49,639
Lancaster	0.43	151,695	152,349	157,094
La Puente	0.37	40,373	40,521	40,521
La Verne	0.52	33,027	33,200	33,200
Lawndale	0.39	33,365	33,496	33,496
Lomita	0.29	20,232	20,290	20,290
Long Beach	0.66	481,719	484,879	484,958
Los Angeles	1.27	3,977,541	4,028,043	4,030,904
Lynwood	0.20	72,358	72,505	72,505
Malibu	0.50	12,643	12,706	12,706
Manhattan Beach	0.36	35,172	35,297	35,297
Maywood	0.44	28,094	28,219	28,219
Monrovia	0.74	37,254	37,531	37,531
Montebello	0.48	63,620	63,924	63,924
Monterey Park	0.34	61,137	61,346	61,346
Norwalk	0.27	104,278	104,562	105,292
Palmdale	0.60	159,112	160,072	160,072
Palos Verdes Estates	0.42	13,655	13,712	13,712
Paramount	0.46	56,143	56,400	56,400
Pasadena	0.89	139,781	141,023	141,023
Pico Rivera	0.39	64,020	64,272	64,272
Pomona	0.58	154,712	155,604	155,604
Rancho Palos Verdes	0.46	42,825	43,024	43,041
Redondo Beach	0.57	69,101	69,494	69,494
Rolling Hills	0.52	1,933	1,943	1,943
Rolling Hills Estates	0.27	8,006	8,028	8,028
Rosemead	0.44	54,987	55,231	55,231
San Dimas	0.32	34,035	34,144	34,144
San Fernando	0.53	24,404	24,533	24,533
San Gabriel	0.51	40,219	40,424	40,424
San Marino	0.34	13,520	13,566	13,566
Santa Clarita	1.72	215,890	219,611	219,611
Santa Fe Springs	3.29	17,827	18,414	18,459
Santa Monica	0.59	93,093	93,640	93,640
Sierra Madre	0.34	10,976	11,013	11,013
Signal Hill	0.42	11,624	11,673	11,673
South El Monte	1.01	20,605	20,814	20,814

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT C

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	Percent Change 2015-2016	— Population Minus Exclusions — 1-1-15	 1-1-16	Total Population 1-1-2016
South Gate	1.43	98,176	99,578	99,578
South Pasadena	0.38	25,929	26,028	26,028
Temple City	0.89	36,210	36,534	36,534
Torrance	0.41	146,570	147,175	147,175
Vernon	72.13	122	210	210
Walnut	0.52	29,996	30,152	30,152
West Covina	0.74	107,081	107,873	107,873
West Hollywood	0.38	35,788	35,923	35,923
Westlake Village	0.40	8,351	8,384	8,384
Whittier	0.47	87,924	88,341	88,341
Unincorporated	0.28	1,048,161	1,051,078	1,051,989
County Total	0.85	10,145,677	10,231,861	10,241,335

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year
2017-2018

City of Maywood
Revenue Classification
Fiscal Year 17/18

EXHIBIT A

Revenue Source 2017-2018 Budget (Proposed)	Tax Revenues	Non-Tax Revenues	Total Revenues
Taxes:			
Property Taxes	574,159		574,159
Sales and Use Taxes	1,373,230		1,373,230
Transactions and Use Taxes	1,154,000		1,154,000
			-
Franchise Fees:		380,270	380,270
			-
Licenses & Permits:			-
Business License	200,000		200,000
All Other		536,404	536,404
			-
Fees & Charges:		49,800	49,800
			-
Other Revenue:			-
Fines		518,000	518,000
Other Cost Recovery Revenue			-
			-
Revenue from Other Agencies:			-
			-
Use of Money & Property:		71,000	71,000
			-
Other Revenue:			-
Contracts			-
Cost Reimbursements			-
Other Revenue		4,298,500	4,298,500
Subtotal:	3,301,389	5,853,974	9,155,363
% of Total:	36.1%	64.0%	100%
Interest Income-Gain/Loss Allocation	721	1,279	2,000
Total General Revenue	3,302,110	5,855,253	9,157,363
Total Other Funds			-
Total All Funds	3,302,110	5,855,253	9,157,363

EXHIBIT A

City of Maywood
Summary of Revenues
General Fund Adopted Budget
Fiscal Year 2017-2018

		FY 17/18 Adopted Budget
GENERAL FUND		
Taxes (38%)		
Franchise Fees		380,270
Property Taxes		728,159
Utility User Tax		1,000,000
Sales Tax Revenue		1,373,230
	Total	$ 3,481,659
Intergovernmental (29%)		
Rebate for Electrical Cars		40,000
Vehicle License Fee-LA County		2,580,000
	Total	$ 2,620,000
Charges For Services (1%)		
All Other Charges For Services		5,100
Rubbish Assessment		6,200
Plan Check Fees		13,000
Rents and Concessions		25,500
	Total	$ 49,800
Fines & Forfeitures (6%)		
Impound Vehicle Release		20,000
SEMC: Court Collections		180,000
Parking Citations		318,000
	Total	$ 518,000
Licenses & Permits (8%)		
Residential & Building Permits		36,400
Public Works Permit Fees		25,000
Temporary Parking Permits		19,000
Other Fees and Permits		23,100
Occupancy Permits		25,500
Building Permits		75,000
Cannabis		160,104
Parking Permits		150,000
Apartment License		22,300
Business License		200,000
	Total	$ 736,404
Use of Money (1%)		
Interest Income		2,000
Leased Property Rental Income		71,000
	Total	$ 73,000
Miscellaneous (9%)		
Miscellaneous Revenues		5,000
Street Fair Revenue		80,000
Trade of Prop A Funds		770,000
	Total	$ 855,000
Pension Tax Levy		
Retirement		823,500
	Total	$ 823,500
	Total General Fund	$ 9,157,363

EXHIBIT B

City of Maywood
Comparison of Appropriations Subject to Limit and the Appropriation Limit
Fiscal Year 17-18

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 17-18 Projected General Fund Revenues			$ 9,157,363
Less:	Non-Tax Proceeds		$ (5,855,253)
Plus:	User Fees in Excess of Costs		$ -
Total Appropriations Subject to the Limit			$ 3,302,110

APPROPRIATION LIMIT

Fiscal Year 16-17 Appropriation Limit:		$ 9,920,348
A. Cost of Living Adjustment - CPI*	1.0369	
B. Population Adjustment **	1.0057	
Change Factor (A x B)	1.0428	
Increase/(Decrease) in Appropriation Limit		$ 424,693
Percentage change compared to the prior fiscal year limit		4.28%
FISCAL YEAR 17-18 APPROPRIATION LIMIT		$ 10,345,041
REMAINING APPROPRIATION CAPACITY		$ 7,042,931
Available capacity as a percentage of Appropriaion Limit		68.08%

Notes (Data reported by the State Department of Finance):
* Based on percentage change in California per capita income.
** Based on annual population change for the County of Los Angeles.

EXHIBIT C

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2017

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
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Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

EXHIBIT C

May 2017

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2017-18 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2017-18	3.69

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2017-18 appropriation limit.

2017-18:

Per Capita Cost of Living Change = 3.69 percent
Population Change = 0.85 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.69 + 100}{100} = 1.0369$

Population converted to a ratio: $\frac{0.85 + 100}{100} = 1.0085$

Calculation of factor for FY 2017-18: $1.0369 \times 1.0085 = 1.0457$

EXHIBIT C

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	Percent Change 2016-2017	— Population Minus Exclusions — 1-1-16	 1-1-17	Total Population 1-1-2017
La Canada Flintridge	-0.04	20,505	20,497	20,497
La Habra Heights	0.46	5,438	5,463	5,463
Lakewood	0.04	79,239	79,272	79,272
La Mirada	-0.03	49,448	49,434	49,434
Lancaster	-0.03	153,328	153,289	157,820
La Puente	0.04	40,440	40,455	40,455
La Verne	0.35	33,058	33,174	33,174
Lawndale	0.02	33,357	33,365	33,365
Lomita	0.20	20,363	20,403	20,403
Long Beach	0.09	479,679	480,096	480,173
Los Angeles	1.06	3,996,347	4,038,817	4,041,707
Lynwood	0.19	71,863	71,997	71,997
Malibu	-0.04	12,747	12,742	12,742
Manhattan Beach	0.45	35,329	35,488	35,488
Maywood	-0.02	28,023	28,016	28,016
Monrovia	2.95	37,411	38,514	38,514
Montebello	0.20	63,792	63,917	63,917
Monterey Park	0.38	61,372	61,606	61,606
Norwalk	0.00	104,764	104,760	105,526
Palmdale	-0.02	158,643	158,605	158,605
Palos Verdes Estates	-0.08	13,674	13,663	13,663
Paramount	0.10	55,868	55,923	55,923
Pasadena	1.68	140,960	143,333	143,333
Pico Rivera	0.02	64,031	64,046	64,046
Pomona	0.75	154,151	155,306	155,306
Rancho Palos Verdes	0.31	42,736	42,867	42,884
Redondo Beach	0.09	68,844	68,907	68,907
Rolling Hills	0.00	1,922	1,922	1,922
Rolling Hills Estates	-0.02	8,061	8,059	8,059
Rosemead	-0.01	54,990	54,984	54,984
San Dimas	0.05	34,215	34,231	34,231
San Fernando	0.05	24,473	24,486	24,486
San Gabriel	1.69	40,339	41,020	41,020
San Marino	0.00	13,467	13,467	13,467
Santa Clarita	2.97	210,101	216,350	216,350
Santa Fe Springs	-0.02	18,250	18,246	18,291
Santa Monica	0.59	93,282	93,834	93,834
Sierra Madre	-0.03	11,013	11,010	11,010
Signal Hill	0.02	11,607	11,609	11,609
South El Monte	0.31	20,798	20,862	20,862

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT C

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	Percent Change 2016-2017	— Population Minus Exclusions — 1-1-16	 1-1-17	Total Population 1-1-2017
South Gate	0.05	98,581	98,633	98,633
South Pasadena	0.00	25,993	25,992	25,992
Temple City	0.00	36,389	36,389	36,389
Torrance	-0.01	147,116	147,101	147,101
Vernon	0.00	209	209	209
Walnut	0.11	30,101	30,134	30,134
West Covina	-0.01	107,819	107,813	107,813
West Hollywood	0.31	35,770	35,882	35,882
Westlake Village	0.00	8,370	8,370	8,370
Whittier	0.10	87,622	87,708	87,708
Unincorporated	-0.25	1,054,688	1,052,097	1,053,030
County Total	0.57	10,173,616	10,231,933	10,241,278

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year
2018-2019

City of Maywood
Revenue Classification
Fiscal Year 18/19

EXHIBIT A

Revenue Source 2018-2019 Budget (Proposed)	Tax Revenues	Non-Tax Revenues	Total Revenues
Taxes:			
Property Taxes	435,240		435,240
Sales and Use Taxes	1,450,061		1,450,061
Transactions and Use Taxes	1,790,000		1,790,000
			-
Franchise Fees:		325,000	325,000
			-
Licenses & Permits:			-
Business License	200,000		200,000
All Other		387,278	387,278
			-
Fees & Charges:		117,200	117,200
			-
Other Revenue:			-
Fines		546,000	546,000
Other Cost Recovery Revenue			-
			-
Revenue from Other Agencies:			-
			-
Use of Money & Property:		77,000	77,000
			-
Other Revenue:			-
Contracts			-
Cost Reimbursements			-
Other Revenue		3,343,700	3,343,700
Subtotal:	3,875,301	4,796,178	8,671,479
% of Total:	44.7%	55.3%	100%
Interest Income-Gain/Loss Allocation	894	1,106	2,000
Total General Revenue	3,876,195	4,797,284	8,673,479
Total Other Funds			-
Total All Funds	3,876,195	4,797,284	8,673,479

EXHIBIT A

City of Maywood
Summary of Revenues
General Fund Proposed Budget
Fiscal Year 2018-19

		FY 18/19 Proposed Budget
GENERAL FUND		
Taxes (41%)		
Franchise Fees		325,000
Property Taxes		435,240
Utility User Tax		940,000
Cannabis Production Fee		850,000
Sales Tax Revenue		1,450,061
	Total	$ 4,000,301
Intergovernmental (29%)		
Rebate for Electrical Cars		20,000
Other (Recycle + ABx1 Reimbursement)		7,200
Vehicle License Fee-LA County		2,750,000
	Total	$ 2,777,200
Charges For Services (1%)		
All Other Charges For Services		3,200
Rubbish Assessment		75,000
Plan Check Fees		16,000
Rents and Concessions		23,000
	Total	$ 117,200
Fines & Forfeitures (6%)		
Impound Vehicle Release		-
SEMC: Court Collections (DMV)		154,000
Parking Citations		392,000
	Total	$ 546,000
Licenses & Permits (6%)		
Residential & Building Permits		81,000
Public Works Permit Fees		27,000
Temporary Parking Permits		-
Other Fees and Permits		29,319
Occupancy Permits		25,000
Building Permits		80,000
Cannabis		29,959
Parking Permits		92,000
Apartment License		23,000
Business License		200,000
	Total	$ 587,278
Use of Money (1%)		
Interest Income		2,000
Leased Property Rental Income		75,000
	Total	$ 77,000
Miscellaneous (6%)		
Miscellaneous Revenues		15,000
Street Fair Revenue		90,000
Trade of Prop A Funds		461,500
	Total	$ 566,500
Retiree Pension Levy (10%)		
Retiree Pension Levy		1,000,000
	Total	$ 1,000,000
	Total General Fund	$ 9,671,479

EXHIBIT B

City of Maywood
Comparison of Appropriations Subject to Limit and the Appropriation Limit
Fiscal Year 18-19

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 18-19 Projected General Fund Revenues			$ 8,673,479
Less:	Non-Tax Proceeds		$ (4,797,284)
Plus:	User Fees in Excess of Costs		$ -
Total Appropriations Subject to the Limit			$ 3,876,195

APPROPRIATION LIMIT

Fiscal Year 17-18 Appropriation Limit:		$ 10,345,041
A. Cost of Living Adjustment - CPI*	1.0367	
B. Population Adjustment **	1.0051	
Change Factor (A x B)	1.0420	
Increase/(Decrease) in Appropriation Limit		$ 434,359
Percentage change compared to the prior fiscal year limit		4.20%
FISCAL YEAR 18-19 APPROPRIATION LIMIT		$ 10,779,400
REMAINING APPROPRIATION CAPACITY		$ 6,903,206
Available capacity as a percentage of Appropriaion Limit		64.04%

Notes (Data reported by the State Department of Finance):
* Based on percentage change in California per capita income.
** Based on annual population change for the County of Los Angeles.

EXHIBIT C

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

EXHIBIT C

May 2018

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

EXHIBIT C

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	Percent Change 2017-2018	— Population Minus Exclusions — 1-1-17	 1-1-18	Total Population 1-1-2018
La Canada Flintridge	0.22	20,638	20,683	20,683
La Habra Heights	0.02	5,453	5,454	5,454
Lakewood	0.07	81,126	81,179	81,179
La Mirada	0.06	49,558	49,590	49,590
Lancaster	0.20	156,617	156,931	161,485
La Puente	0.11	40,640	40,686	40,686
La Verne	0.27	33,169	33,260	33,260
Lawndale	0.08	33,580	33,607	33,607
Lomita	0.27	20,659	20,715	20,715
Long Beach	0.20	477,551	478,498	478,561
Los Angeles	0.82	4,018,598	4,051,443	4,054,400
Lynwood	0.17	71,895	72,015	72,015
Malibu	0.14	12,939	12,957	12,957
Manhattan Beach	0.08	35,961	35,991	35,991
Maywood	0.08	28,021	28,044	28,044
Monrovia	0.13	38,735	38,787	38,787
Montebello	0.29	64,142	64,327	64,327
Monterey Park	0.14	62,154	62,240	62,240
Norwalk	0.23	106,485	106,735	107,546
Palmdale	0.16	158,658	158,905	158,905
Palos Verdes Estates	0.08	13,508	13,519	13,519
Paramount	0.16	55,909	56,000	56,000
Pasadena	0.70	143,379	144,388	144,388
Pico Rivera	0.14	64,170	64,260	64,260
Pomona	0.63	154,718	155,687	155,687
Rancho Palos Verdes	0.22	42,611	42,706	42,723
Redondo Beach	0.11	68,602	68,677	68,677
Rolling Hills	0.05	1,938	1,939	1,939
Rolling Hills Estates	0.06	8,106	8,111	8,111
Rosemead	0.60	54,940	55,267	55,267
San Dimas	0.10	34,471	34,507	34,507
San Fernando	0.17	24,560	24,602	24,602
San Gabriel	0.34	40,781	40,920	40,920
San Marino	0.13	13,255	13,272	13,272
Santa Clarita	0.58	215,348	216,589	216,589
Santa Fe Springs	0.65	18,172	18,290	18,335
Santa Monica	0.12	92,305	92,416	92,416
Sierra Madre	0.12	10,973	10,986	10,986
Signal Hill	1.68	11,555	11,749	11,749
South El Monte	0.09	20,864	20,882	20,882

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT C

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County / City	Percent Change 2017-2018	Population Minus Exclusions 1-1-17	Population Minus Exclusions 1-1-18	Total Population 1-1-2018
South Gate	0.09	98,047	98,133	98,133
South Pasadena	0.08	26,026	26,047	26,047
Temple City	0.48	36,236	36,411	36,411
Torrance	0.06	149,157	149,245	149,245
Vernon	0.00	209	209	209
Walnut	1.01	30,151	30,457	30,457
West Covina	-0.04	108,289	108,245	108,245
West Hollywood	2.53	35,818	36,723	36,723
Westlake Village	0.06	8,353	8,358	8,358
Whittier	0.29	87,117	87,369	87,369
Unincorporated	0.24	1,053,811	1,056,312	1,057,162
County Total	0.51	10,221,926	10,274,346	10,283,729

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

EXHIBIT D

City of Maywood
Appropriations Subject to Limit and The Appropriation Limit
Six-Year History

Fiscal Year	California Per Capita	LA County Population Change	Factor	Appropriation Limit	Appropriation Subject to Limit	Amount Under Limit	Available capacity as a percentage of Appropriaion Limit
2013-14	5.12	0.69	1.0585	8,870,171	3,103,550	5,766,621	65.01%
2014-15	-0.23	0.78	1.0055	8,918,798	2,912,755	6,006,043	67.34%
2015-16	3.82	0.82	1.0467	9,335,424	2,944,620	6,390,803	68.46%
2016-17	5.37	0.85	1.0627	9,920,348	2,926,881	6,993,467	70.50%
2017-18	3.69	0.57	1.0428	10,345,041	3,302,110	7,042,931	68.08%
2018-19	3.67	0.51	1.0420	10,779,400	3,876,195	6,903,206	64.04%

EXHIBIT E

RESOLUTION NO. 6006

A RESOLUTION OF THE CITY OF MAYWOOD ESTABLISHING THE APPROPRIATION LIMIT IN ACCORDANCE WITH ARTICLE XIIIB OF THE CONSTITUTION OF THE STATE OF CALIFORNIA FOR THE FISCAL YEARS 13/14, 14/15, 15/16, 16/17, 17/18 AND 18/19.

WHEREAS, the City Council of the City of Maywood is required pursuant to the provisions of Article XIIIB of the Constitution of the State of California to establish its appropriation limit by resolution; and

WHEREAS, pursuant to Government Code Section 37200, the calculation of the limit and the total appropriations subject to the limit were set forth in the annual budget of the City of Maywood for Fiscal Years 13/14, 14/15, 15/16, 16/17, 17/18 and 18/19, adopted by ordinance of the Council; and

WHEREAS, pursuant to Government Code Section 7901 and 7910, the final calculation of the limit has been determined, and the adjustment factors on which the calculations is based are from the percentage change in California per capita and the percentage change in the population growth in its jurisdiction or from the surround county. For population growth, pursuant to Government Code Section 7901 (b), the City will be using population growth in Los Angeles County; and

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

SECTION 1. That pursuant to Article XIIIB, Section 1, of the Constitution of California and Section 7900-7914 of the Government Code of the State of California, the City appropriation limit must be adjusted for changes from the base year of 1986-87 to the fiscal years ending June 30th, by the changes in the California per capita personal income and the changes in population.

SECTION 2. That the California Department of Finance has notified the City of the change in the California per capita personal income and such change is from the prior calendar years.

SECTION 3. That the California Department of Finance has notified the City of the change in City or County population and such change is a percent from the prior calendar year.

SECTION 4. That the Notice of Public Hearing and State of California Department of Finance calculation factors are hereby approved and by this reference are incorporated as set forth in its entirety.

SECTION 5. That the appropriation limits for the fiscal years 13/14, 14/15, 15/16, 17/18, and 18/19 have been calculated and did not exceed the limitations imposed by Proposition 4 (Gann Amendment).

SECTION 6. That the appropriation limit for fiscal year 2013/14 for the City of Maywood is established at $8,870,171, and did not exceed the appropriation subject to limit of $3,103,550 imposed by Proposition 4 "Gann Amendment".

SECTION 7. That the appropriation limit for fiscal year 2014/15 for the City of Maywood is established at $8,918,798, and did not exceed the appropriation subject to limit of $2,912,755 imposed by Proposition 4 "Gann Amendment".

SECTION 8. That the appropriation limit for fiscal year 2015/16 for the City of Maywood is established at $9,335,424, and did not exceed the appropriation subject to limit of $2,944,620 imposed by Proposition 4 "Gann Amendment".

SECTION 9. That the appropriation limit for fiscal year 2016/17 for the City of Maywood is established at $9,920,348, and did not exceed the appropriation subject to limit of $2,926,881 imposed by Proposition 4 "Gann Amendment".

SECTION 10. That the appropriation limit for fiscal year 2017/18 for the City of Maywood is established at $10,345,041, and did not exceed the appropriation subject to limit of $3,302,110 imposed by Proposition 4 "Gann Amendment".

SECTION 11. That the appropriation limit for fiscal year 2018/19 for the City of Maywood is established at $10,779,400, and did not exceed the appropriation subject to limit of $3,876,195 imposed by Proposition 4 "Gann Amendment".

SECTION 12. That pursuant to Section 7910 of the Government Code of the State of California, the documents used in the determination of the appropriation limit applicable to this Resolution, have been made available for general public inspection prior to the adoption of this Resolution and during the public hearing process.

SECTION 13. This resolution shall take effect (15 days) after the City Clerk certifies to the adoption of this Resolution, including the documents used in the determination of the appropriation limit and made available for general public inspection after the public hearing process.

SECTION 14. That the City Council of the City of Maywood reserves the right to change or revise any growth factor associated with the calculation of the appropriation limit if such changes or revisions would result in a more advantages appropriation limit.

SECTION 15. Adopt Resolution providing for the appropriation and expenditures for all sums set forth in said budget and repealing all resolutions in conflict herewith.

PASSED, APPROVED AND ADOPTED ON by the City Council of the City of Maywood at a regular meeting held on January 9, 2019.

Eddie De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

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

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, California, do hereby certify the foregoing Resolution No.6006 as passed by the City Council of the City of Maywood, signed by the Mayor of said Council and attested by the City Clerk, at a regular meeting and place of the City Council held on the 9th of January, 2019, and that the same was passed by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 8

AGENDA REPORT
CITY OF MAYWOOD

DATE: JANUARY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

BY: DONALD J. WAGNER, INTERIM CITY ADMINISTRATOR
DAN GARCIA, CITY ENGINEER

SUBJECT: OBTAIN AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FOR A STREET STRIPING MAINTENANCE CONTRACTOR

RECOMMENDATION

That the City Council authorizes the advertisement of a Request for Proposal (RFP) for a Street Striping Maintenance Contractor.

FISCAL IMPACT

This action has no fiscal impact at this time.

BACKGROUND

In order to address street striping maintenance issues in Maywood, a Street Striping Maintenance Contractor is necessary due to not having a full time City Public Works staff. This contractor will be responsible for all street striping per MUTCD and Caltrans Specifications. On-call emergency responses will be a part of this contract.

ATTACHMENT(S):

Attachment No. 1 - RFP for a Street Striping Maintenance Contractor

REQUEST FOR PROPOSAL

STREET STRIPING MAINTENANCE SERVICES

CITY OF MAYWOOD
4319 EAST SLAUSON AVENUE
MAYWOOD, CALIFORNIA, 90270
OFFICE OF THE CITY CLERK

(323) 562-5700

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City of Maywood
Office of the City Clerk
4319 E. Slauson Ave
Maywood, CA 90270

JANUARY 10, 2019

NOTIFICATION TO CONTRACTORS

The City of Maywood ("City") invites proposals from qualified Contractors to provide Street Striping Maintenance Services in the City of Maywood. The contractor will furnish all equipment, materials, supplies, personnel, and management and all other items necessary to perform the services specified in this Request for Proposal.

Original Request for Proposals may be obtained from the City of Maywood website at https://www.cityofmaywood.com/bids. **Proposals must be in writing and must be received by the City of Maywood, Office of The City Clerk by 2:00 PM on Thursday, February 28, 2019** via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. The City of Maywood hereby notifies all prospective Contractors that the City will require each Contractor to demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Maywood reserves the right to accept or reject any or all Proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any Proposal received where such action best serves the interest of the City and to be the sole judge of the merits of the respective Proposals received.

DATE: January 10, 2019

ATTENTION: PROSPECTIVE CONTRACTORS

SUBJECT: REQUEST FOR PROPOSAL (RFP)

TITLE: **STREET STRIPING MAINTENANCE SERVICES**

Instructions

Proposals must be in writing and must be received by the City of Maywood, Office of The City Clerk by 2:00 PM on Thursday, February 28, 2019 via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Contractors are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Contractors responding to this RFP must submit the original and five (5) copies of their proposal in a sealed envelope clearly marked as follows:

PROPOSALS FOR STREET STRIPING MAINTENANCE SERVICES

City of Maywood
Office of the City Clerk
4319 E. Slauson Avenue
Maywood, CA 90270

In addition, Contractor shall provide a PDF formatted document containing the proposal on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All inquiries and comments concerning this Request for Proposal shall be submitted in writing to:

City of Maywood
Office of the City Clerk
4319 E. Slauson Avenue
Maywood, CA 90270

A Mandatory pre-proposal conference will be held at 10:00 a.m. on Thursday, February 14, 2019 at the City Hall, 4319 E. Slauson Avenue, City of Maywood, CA. Attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Contractors. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Maywood department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or

responses. With the exception of inquires received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.

The Contractor will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Maywood hereby notifies all prospective Contractors that the City will require each Contractor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Maywood reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

Issued by:

CITY OF MAYWOOD

_____

David Mango, Director of Building and Planning

ESTIMATED SCHEDULE OF EVENTS

STREET STRIPING MAINTENANCE SERVICES

SCHEDULE OF EVENTS

JANUARY 10, 2019	REQUEST FOR PROPOSAL (RFP) RELEASE
FEBRUARY 8, 2019	LAST DAY FOR SUBMISSION OF QUESTIONS
FEBRUARY 14, 2019 10:00 AM	MANDATORY PRE-PROPOSAL CONFERENCE
FEBRUARY 28, 2019	RFP DUE DATE
MARCH 11-15, 2019	INTERVIEWS HELD WITH SHORT-LIST OF CONTRACTORS
MARCH 22, 2019	FINAL CONTRACTOR SELECTION
MARCH 27, 2019	CITY COUNCIL APPROVAL
APRIL 8, 2019	NOTICE TO PROCEED
APRIL 15, 2019	FIRST DATE OF SERVICE

SECTION 1

INSTRUCTIONS TO CONTRACTORS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be in writing and must be received by the City of Maywood, Office of the City Clerk by 2:00 p.m. on Thursday, February 28, 2019 via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "STREET STRIPING MAINTENANCE SERVICES".

Each Contractor must submit the original and five (5) copies of their Proposal in a sealed envelope and deliver to:

City of Maywood
Office of the City Clerk
4319 E. Slauson Avenue
Maywood, CA 90270

In addition, Contractor shall provide a PDF formatted document containing the proposal on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE ELECTRONIC DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the Contractor.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals will be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Contractor assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Contractors assume responsibility for having Proposals deposited on time at the place specified. Late proposals will not be accepted for any reason, and will be returned unopened, regardless of postmark.

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Contractors references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed

Proposal shall be without interlineations, alterations, or erasures. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Contractor's submitted proposal for review by the City of Maywood. It shall be the right of the City of Maywood to accept or reject any portion of the submitted requests.

Proposal documents shall be deemed to include by reference each and every one of the following:

Request for Proposal (RFP)
Addenda to RFP
All other required forms

Proposals should include but are not limited to the following items:

I. Description of the Firm's Qualifications
   i. Organization
   ii. Credentials
   iii. Past experience
   iv. Qualifications
   v. List of comparable services provided for other municipalities
   vi. Financial information demonstrating solvency
II. Description of Proposed Staff for Project
   i. Project Manager
   ii. Other Key Staff
   iii. Short Personal Resumes
   iv. Proposed Project Organization Chart
III. Description of Firm's Understanding of the Request for Proposal and Project
   i. Scope of Work
   ii. Legal Requirements
   iii. Service Operation
   iv. Project Tasks
   v. Approaches/Methods to Accomplish Tasks
   vi. Description of the equipment to be utilized in accomplishing project tasks
   vii. Requested Plans and Schedules
IV. References with Contact Information
V. Other information deemed relevant by the Bidding Firm
VI. Completed Price Sheet
VII. Required Certifications and Statement of Insurability
VIII. Completed Transmittal Letter

IP. 2 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, Contractor represents that: (1) Contractor has thoroughly examined and become familiar with the Work required under this RFP, (2) Contractor comprehends all conditions that may impact the Proposal, (3) Contractor has reviewed all addenda, and (3) Contractor is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this

RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Contractor's own risk. A Contractor shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Contractor to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Contractor to withdraw its proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory pre-proposal conference will be held at 10:00 a.m. on Thursday, February 14, 2019 at the City Hall, 4319 E. Slauson Avenue, City of Maywood, CA. Attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein.

IP.5 CLARIFICATIONS

Should a Contractor require clarifications of this RFP, the Contractor shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to Manual Gomez, Public Works Director no later than 4:00 pm, February 8, 2019. No questions will be answered individually by the City of Maywood.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for STREET STRIPING MAINTENANCE SERVICES." Questions may be faxed to (323) 773-2806 or emailed to cmgomez@interwestgrp.com, **ATTENTION**: Manual Gomez, Public Works Director. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Contractors in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.6 REFERENCES

All reference information requested in the RFP and specified in the form included in this RFP must be submitted with the Proposal.

Reference information shall also be defined as Contractor's utilized documentation for the operation of contracted services equivalent to Street Striping Maintenance Services.

IP.7 PROPOSAL SIGNATURES

If an individual prepares the Proposal it shall be signed and the full name and address of the Contractor shall be given.

If a partnership prepares the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

IP.8 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Contractor in:

- Preparing the Proposal in response to this invitation
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Contractor prior to date of award

IP.9 CITY OF MAYWOOD RIGHTS

At its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
    a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.

b. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
c. The Contractor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

2. Reject any Proposal that in the opinion of the City is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP.
5. Issue subsequent RFPs and work orders.
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.10 LICENSES, PERMITS, FEES AND ASSESSMENTS

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

IP.11 COMPLIANCE WITH LAW

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

IP.12 CONFIDENTIALITY AND PUBLIC RECORD

All Contractors are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.13 JOINT OFFERS

Where two or more Contractors desire to submit in response to this RFP, they shall do so on a prime contractor subcontractor basis rather than as a joint venture. City of Maywood intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Contractors may be considered collusive and may be rejected as non-responsive.

IP.14 CERTIFICATIONS

Each Proposal shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Contractor be awarded a contract pursuant to this RFP.

IP.15 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Contractor. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Contractor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.16 PRICE/COST SHEETS

Each Proposal shall itemize the unit and extended price for each line item indicated on the price/cost sheets. The total price/cost shall include all things necessary for completion of all work indicated in the specification/scope of work included herein. The contractor must also supply the percentage markup for materials ordered.

IP.17 PROTEST PROCEDURES

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (RFP) title.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.
6. Protests related to the content of the RFP shall be received no later than five (5) days prior to the Proposal due date.
7. Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within five (5) days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IP.18 INCORPORATION OF PROPOSAL INTO AGREEMENT

The Contractor's response to the Request for Proposal including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the Contractor.

IP.19 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that "lowest responsible and responsive bidder" pursuant to the requirements set forth in the City's Purchasing Ordinance and whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Maywood. The proposal shall contain a complete response to each of the areas identified below, in the order shown. Contractors should review the requirements listed under each area, in providing their responses. Contractor shall avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The following criteria shall be used for the STREET STRIPING MAINTENANCE SERVICE submitted proposals. An appointed selection panel will review and rate all responsive Proposals, based on the following criteria:

Qualifications of Contractor and Financial Stability:
Maximum of twenty-five percent (25%)

i) Knowledge of the service area associated with the scope of work and demonstrated ability to service the City through a calculated work plan.
   a. Service Planning.
   b. Contractor's current operating capacity and how the City of Maywood could potentially affect its operation.

ii) Relevant experience and references with contracts demonstrating capacity and ability to perform the required services.

iii) Description of the performance standards the Contractor has established for its contract operations.

iv) Ability to comply with all requirements within RFP.

v) Demonstration of adequate financial resources. Free of liens and encumbrances that could potentially affect a contract with the City of Maywood.

Qualifications of Staff, Operations, Facility, and Resources:
Maximum of twenty-five percent (25%)

i) Organizational structure in terms of its effective use of personnel and time.

ii) Quality of proposed administration and reporting competencies.
   a. Incident/accident reporting
   b. Customer complaint resolution
   c. Reports of work performed

iii) Thoroughness of Contractor operating policies and procedures. Quality and condition of proposed equipment.

iv) Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.

v) Number of personnel supporting contract and list of certifications/qualifications held by specific job classifications and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.

Operating Methodology and Practices:
Maximum of twenty-five percent (25%)

i) Operating Methodology as it relates to "industry best practices" and the comparison to the Contractor's methods to other similar competitors.

ii) Demonstration of Contractor's comprehension of Best Management Practices in the items of work under this contract.
iii) Description of how the Contractor has addressed "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three (3) years.
iv) Description of how the Contractor would facilitate and manage the transition from the current provider to the new provider of services.
v) Work Plan which delineates the approach Contractor will utilize to complete the work.

Cost Effectiveness:
Maximum of twenty-five percent (25%)

The standard proposal form requires a firm fixed price per month with an estimate of man-hours per month and number and titles of crew and supervisor. These prices shall include all direct and indirect costs. The proposed costs, as provided on the Price/Cost Sheet form, *will be evaluated as the Contractor's most favorable terms and conditions.*

IP.20 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to that "lowest responsible and responsive bidder" pursuant to the requirements set forth in the City's Purchasing Ordinance and whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City.

The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFPs.

An Evaluation Committee comprised of City of Maywood staff and/or other Municipality staff members in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Contractors should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Contractor prior to award, and expressly reserves the right to negotiate a contract offering the most favorable terms to the City. However, negotiations may or may not be conducted; therefore, the proposal(s) submitted should contain the most favorable terms and conditions, since the selection and award may be made without further discussion with any Contractor.

No agreement shall exist until the City Council or City Administrator has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within one hundred-twenty (120) calendar days after the opening of the Proposals.

IP.21 PREFERENCE FOR HIRING LOCAL RESIDENTS

Should the selected contractor require the hire of new employees as a result of the contract with the City, contractor agrees to conduct outreach in the City of Maywood and give preference for qualified applicants residing in the City of Maywood. Contractor shall provide evidence of job recruitment.

SECTION 2

GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Change: Additions, deletions or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of a change order describing such changes

City: The City of Maywood, a municipal corporation

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents

Contractor/Vendor/Contactor: Any manufacturer, company or agency providing services, equipment, software, or supplies for this RFP

Days: Calendar days unless specifically noted

Defect: Patent or latent malfunction of failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated

RFP: Request for Proposal

Specifications: Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work to be done by the contractor

Special Provisions: Contract Document containing requirements that modify or supplement the General Conditions

Work: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Contractor to generate the results defined, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications

GC.2 ASSIGNMENT AND SUBCONTRACTORS

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in

part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Contractor prior to commencement of any work. The contractor will be required to comply with all terms and conditions of the agreement.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Contractor has knowledge that any actual or potential labor dispute may delay the award of this RFP, Contractor shall immediately notify and submit all relevant information to the City of Maywood. Contractor shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Contractor mails or otherwise furnishes a written appeal to the City of Maywood City Administrator. In connection with any such appeal, the successful Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Contractor and the successful Contractor shall abide by the decision.

Performance During Dispute
Unless otherwise directed by the City Manager, successful Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages
Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages

therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Contractor arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court of Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies
The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Contractor shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP at the F.O.B. point specified herein, and upon such delivery Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Contractor to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 INDEMNIFICATION

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of

or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

GC.9 INTEREST OF MEMBERS OF THE CITY

The successful Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Contractor.

GC.10 TERM OF CONTRACT

The term of this contract will be for three (3) years, with the City having the sole option to renew the contract with the contractor for one-year extensions for an additional two years. The contract is subject to and contingent upon funds being appropriated by the

City Council for each fiscal year. If such appropriations are not made, the contract shall automatically terminate without penalty to the City.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Contractor to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Contractor at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Contractor shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Contractor liquidated damages.

GC.12 LIQUIDATED DAMAGES

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of five hundred dollars ($500) for each working days delay in starting the work, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

GC.13 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Contractor is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.14 FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

GC.15 INSPECTION AND ACCEPTANCE

All items and/or invoicing are subject to final inspection and acceptance by the City of Maywood, at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Contractor shall be liable to the City of Maywood, for all expenses incurred by the City in reprocuring elsewhere the same or similar items or services offered by the Contractor hereunder, should Contractor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Contractor shall be limited to the excess over the price specified herein for such items or services.

GC.17 DELIVERY

If applicable, the services and/or product described herein are/is to be delivered to the City of Maywood, Office of the City Clerk, 4319 E. Slauson Avenue, Maywood, CA 90270.

GC.18 METHOD OF PAYMENT

City will pay successful Contractor in accordance with the following terms and procedures: Successful Contractor shall submit written invoices to City by the 15th of each month clearly detailing the services furnished by successful Contractor during the preceding month and for all other supplies, materials, and services provided by successful Contractor. The details required will be a listing of the actual work completed including location, type of work completed, and man-hours. A list of materials purchased with quantity slips shall be provided and reimbursed will be made with the percentage markup as identified in the bid.

City shall pay all undisputed portions of the invoice within thirty (30) calendar days after approval of the invoice in accordance with its standard warrant procedures. Clear

reference must be made to the purchase order (P.O.) number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the contractor's taxpayer identification number.

GC.19 ANNUAL COST ADJUSTMENT

Cost Adjustments for the second and subsequent years will be made to the Contractors annual prices using the annual indexes of the "Consumer Price Index for All Urban Consumers, Los Angeles Area", all items as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made in first month of each new contract year.

GC.20 NON-RESTRICTIVE CLAUSES

If applicable, wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Contractor, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

GC.21 INSURANCE

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of

$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 of the Agreement to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City
The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim City Manager or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

General Insurance Requirements.
All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 of the Agreement to the Contract Officer. No work or

services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
[to be initialed]_____
Agent Initials
City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3 of the Agreement.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1 of the Agreement, and such certificates and endorsements shall be provided to City.

GC.22 CERTIFICATE OF NON-COLLUSION

Contractor must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other Contractor to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Contractor has not in any manner sought by

collusion to secure to the Contractor or another Contractor an advantage over any other Contractor.

GC.23 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that the successful Contractor shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and the successful Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that the successful Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at the Contractor expense of same.

However, the successful Contractor will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Contractor when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Contractor shall not be obligated to indemnify the City under any settlement made without the Contractor's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Contractor's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Contractor, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.24 CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

GC.25 WARRANTIES

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

GC.26 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents are as follows:

The Agreement and any written amendment thereto
General Conditions
Scope of Work/Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.27 REGULATORY BOARDS

Contractor must comply with regulations and rules adopted by the California Air Resources Board and California Regional Water Quality Control Board as well as any other applicable federal, state, and local environmental laws.

SECTION 3

GENERAL REQUIREMENTS

The following are general requirements for the STREET STRIPING MAINTENANCE SERVICES.

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service. The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including: scheduling, schedule adherence checks, complaint investigation and response, report writing, budgeting, materials procurement and training.

GR.1 Qualifications of Contractor

Contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service. Contractor must:

1.1 Be a company specializing in striping maintenance, including MUTCD installation and have at least five (5) years' experience in these areas of service.

1.2. Be financially sound. Contractor to submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.

1.3 Commit sufficient staffing, equipment, and materials to perform the work required without subcontracting.

1.4. If the work force is independent contractors, Contractor shall clearly indicate this in the proposal.

1.5 An organizational chart must be submitted.

1.6 A minimum of three (3) references of prior and/or current clients for whom the Contractor has provided similar services. References should include the name of the client agency, description of services provided, contract amount, period of performance, client contact name, telephone number, physical and e-mail address.

1.7 Possess all current Contractors Licenses from the California Contractors State License Board that are applicable to the type of work being completed.

GR.2 Records

2.1 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to the costs while performing under this agreement and shall make such materials available at its office at all reasonable times during the term of this agreement and for three (3) years from the date of final payment for inspection by the City and copies of thereof shall be promptly furnished to the City upon request.

2.2 Environmental Compliance Records. Contractor shall also maintain adequate records to demonstrate compliance with Best Management Practices and established environmental standards.

2.3 Inspection of Records. The City reserves the right to audit all of the Contractor's records related to the work performed under this contract.

GR.3 Reports and Communications

3.1 Incident Reports. The successful contractor shall be required to complete "Incident Reports" arising out of any unusual occurrences during performance of this contract. Such reports must be submitted to City of Maywood for review within forty-eight (48) hours and shall be submitted after incidents such as complaints, requests, damaged personal and/or public property, or environmentally sensitive discharges and observations within the public right of way.

3.2 Accident Reports. Any vehicle accidents or personal injury occurring during or as a result of this contract shall be reported to City of Maywood by telephone immediately during normal business hours or not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to accident. The Contractor must submit written Accident Reports to the City within twenty-four (24) hours of any accident.

3.3 Management Reports. The Contractor shall furnish a report with each month's billing giving the amount and type of work completed, the location of the work completed, and any and all materials and equipment utilized in the completion of the work. The contractor will also provide any additional reports requested by the City.

3.4 Criticism and Initiative. The Contractor shall work closely with the City to make the service as responsive, cost effective, and complaint-free as possible. Contractor shall also make recommendations to the City for maintenance work that may be required as part of maintenance and operations of the public infrastructure.

3.5 Complaints. The contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints by collecting pertinent information and deriving a resolution. Complaints and their resolution shall be reported to the City of Maywood within 10 days of their receipt.

GR.4 Personnel Practices

4.1 Fair Employment Practices. The Contractor must not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.

4.2 Safety and Training. Proposal shall include a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to work safety.

4.3 Contractor shall also comply with California Department of Motor Vehicles (DMV) " Pull Notice" Practices Program if applicable to the operating of all equipment.

4.4 Contractor shall comply with any mandatory drug testing procedures required by the California Department of Transportation for any employee operating a vehicle requiring a commercial driver's license used in the provision of the services specified in this Request for Proposals.

4.5 Contractor shall provide sufficient in service training to the personnel working in the provision of service specified in this Request to assure awareness of and compliance with Storm Water Pollution Best Management Practices.

GR.5 Equipment

5.1 Contractor shall furnish sufficient Equipment to permit the proper completion of the work as specified in this Request for Proposals. Such Equipment shall comply with the rules and standards established by the South Coast Air Quality Management District section 1186 and 1186.1 and any rules adopted during the term of the contract.

5.2 Contractor shall furnish sufficient materials to complete each maintenance, restoration, or rehabilitation project to the standards acceptable to the City and to the Standards and Specifications as identified in the latest Edition of the APWA Greenbook Standards. Such materials shall comply with any applicable environmental standards and rules adopted by the South Coast Air Quality Management District, the California Regional Water Quality Control Board and any other regulatory agency that has jurisdiction over the services being provided.

5.3 Telephone. Contractor shall furnish a telephone number to receive customer comments and requests regarding the Services required in this Request for Proposals. Personnel shall be available to answer this telephone from 7:00 AM to 6:00 PM Monday through Friday except those days designated by the City of Maywood as official Holidays.

GR.6 Penalties and Incentives

6.1 Service Complaint Penalties.

Contractor will be allowed no more than three substantiated complaints per month regarding work that has been completed by the Contractor. The City will levy a $100.00 penalty for each substantiated complaint above that threshold.

6.2 Service Incentives.

a) The City desires that the Contractor seek to optimize the provision of the services specified herein. Should the Contractor furnish the services at a fixed unit cost less than the bid amount, then the City and the Contractor shall split the amount of the cost reduction fifty-fifty thereby providing the Contractor with an incentive for any efficiency achieved.

b) The above referred efficiency shall not cause any reduction in the quality of the work to be completed, or the safety of the public during the completion of the work.

SECTION 4

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR STREET STRIPING MAINTENANCE SERVICES.

This scope of work is to provide for the City Street Striping Maintenance Services. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

The work to be performed or executed under these specifications consists of the painting and application of traffic striping, pavement markers, curb markings and other incidental and appurtenant work necessary. The Contractor shall furnish all equipment, tools, labor, materials and incidentals necessary to complete the work.

The annual repainting of painted traffic stripes, legends, and other pavement markings; placing of pavement markers; "spot work" such as modifying existing traffic markings; repair, modification, new installation, and replacement of thermoplastic, and painted markings. The type of materials may include but not be limited to, thermoplastic, and/or paint as directed.

The Contractor's attention is directed to the possibility that removals may be required by the City. All removals of existing striping shall be completed either by sand blasting or grinding as directed by the City.

Contract work to be performed at various locations within the City. Work requests to the Contractor shall include: type of striping, exact location, preference of schedule for work to be performed, linear footage, and any other information pertinent to the work to be performed. All work requests to the Contractor will be approved by and issued directly from the City Public Works Director. Work Requests and Authorization shall be provided to the Contractor via written Notice to Proceed (NTP).

SP.1 BACKGROUND

The City of Maywood is located in the southeastern portion of Los Angeles County. The City has an estimated population of 27,000 residents and covers an area of approximately 1.2 square miles. Based on extrapolations from the GIS mapping system, the City of Maywood has approximately 47 lane miles of streets. The commercial area of the City includes the following streets Slauson Avenue and Atlantic Avenue.

SP.2 QUALIFICATIONS AND RELATED WORK EXPERIENCE

The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. The Contractor must have a current license as C-32 (Parking and Highway Improvement Contractor) and/or a General Engineering Contractor (A) as defined by the California Department of Consumer Affairs Contractors State License Board (CSLB).

SP.3 MANAGEMENT, PERSONNEL AND ORGANIZATION

The Contractor shall demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to provide street striping maintenance services. Contractor shall list the personnel that will

be assigned to perform the specified services. In addition, Contractor will present a general work plan describing how the work is to be done.

SP.4 EQUIPMENT TO BE FURNISHED
Contractor is responsible to provide and maintain all equipment needed to furnish the services specified herein comparable with the equipment currently being used in the industry.

SP.5 ANNUAL COMPLETE WORK PLAN AND BUDGET
Contractor shall meet with the Designated City Representative weekly to discuss and establish the work schedule and priorities for the week. The work schedule may be adjusted throughout the week to meet changing demands and budget.

SP.6 CONTRACTOR AVAIABILITY
Contractor and the Contractor's crews/personnel are to act as an extension of City staff, and as such, must be available to work nights and weekends if required.

SP.7 PLANS AND TECHNICAL SPECIFICATIONS
All work shall be completed in accordance with the requirements of the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), latest Edition, which may be modified or supplemented by these Technical Provisions.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications:

- Standard Plans for Public Works Construction Sections 210-1.6 through 210-1.6.5
- Standard Plans for Public Works Construction Section 214
- Standard Plans for Public Works Construction Section 310-5.6 through 310-5.6.10

Changes and Modifications to the Standard Specifications are as follows:
Standard Specifications Section 310-5.6.9 "Protection of Work, Workers, and the Public" shall apply except as modified and supplemented below:

Add:
"Drips, overspray, improper markings shall be immediately removed from the pavement surface by methods approved by the Public Works Director."

"The Contractor shall protect his work until the paint is thoroughly dried Painted traffic stripes and pavement markings completed under this Contract.

Remove:
"In areas of high traffic volume, the Contractor shall schedule work to paint traffic lines and markings in off-peak traffic hours or on weekends."

Replace with the following:
All striping work requested by the City shall be completed by the contractor during business hours from Monday to Friday only.

SP.8 QUALITY CONTROL

Application of applied traffic paint per shall be per Tables 310-5.65 (A) 310-5.65 (B) as contained within the Standard Plans for Public Works Construction. Test method shall be by both standardized wet film gauge and by post inspection caliper measurement of standardized aluminum sheet.

Typically, the Engineer or his designee shall place randomly placed strips of .080 aluminum sheet in areas scheduled to be painted. A measurement shall be taken before and after paint application. Areas found to be under the specified dry film thickness shall be repainted as directed and any costs associated with the corrective work shall be without additional compensation.

SP.9 TRAFFIC CONTROL

During the course of fulfilling the terms of this contract, the Contractor shall provide effective traffic control within reason. Contactor shall perform temporary traffic control as outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.) which is available through Building News at (714) 517-0970, unless otherwise authorized by the City Maintenance Superintendent.

SP.10 RESPONSE TIMES AND LIMITS

All Work shall commence within 5 working days of the request for service and shall be continuously pursued until completed as authorized by the Public Works Director. Requests for service shall be to the Public Works Coordinator by e-mail, facsimile or telephone call and MAPCON Work Order System (the City's web based work order tracking system). Any request requiring service in 24 hours or less shall be considered emergency work.

SP.11 HOURS OF OPERATION

Operations are normally restricted to the hours of 8:00 am to 4:00 p.m. Monday through Friday except legal holidays, or as designated by the City.

SP.12 WATER POLLUTION CONTROL

Best Management Practices (BMPs). The Contractor shall have a readily accessible copy of the BMPs publication at the job site at all times.

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service 1700 Jefferson Street
Oakland, Ca. 94612
Telephone (510) 444-6771

Los Angeles County Department of Public Works Cashier's Office
900 S. Freemont Avenue Alhambra, Ca. 91803
Telephone (626) 456-6959

SECTION 5

SAMPLE FORM OF CONTRACT

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF MAYWOOD,
A MUNICIPAL CORPORATION

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF MAYWOOD, CALIFORNIA
AND
_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ___day of _____, 20_____ by and between the City of Maywood, a municipal corporation ("City") and _____, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Maywood's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any

non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor shall abide by the following labor laws:

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 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 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.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

City shall have the right to have similar work completed by other contractors at the discretion of the City.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements".

COMPENSATION AND METHOD OF PAYMENT.

1.12 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the Exhibit entitled "Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

1.13 Method of Compensation.

The method of compensation shall include payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum.

Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for construction materials approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

1.14 Invoices.

Each month, Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

1.15 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 2. PERFORMANCE SCHEDULE

2.1 Time of Essence.

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

2.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A" SP.10 and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

2.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes,

wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

2.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

2.5 Term.

Unless earlier terminated in accordance with GC 10 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof.

ARTICLE 3. COORDINATION OF WORK

3.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the

foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

3.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

3.5 Prohibition against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted

hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 4. INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

4.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]_____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

4.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(d) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(e) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(f) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

4.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

4.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have

access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

5.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

6.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "C"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

6.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the

reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

6.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

6.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

7.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF MAYWOOD, City Hall, 4319 E. Slauson Avenue, Maywood, California 90270 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterpart shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and

understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MAYWOOD, a municipal corporation

_____
Donald Wagner, Interim City Administrator

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney
Richards Watson and Gershon Law

CONTRACTOR:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

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☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A" TO AGREEMENT
SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR STREET STRIPING MAINTENANCE SERVICES.

This scope of work is to provide for the City Street Striping Maintenance Services. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

The work to be performed or executed under these specifications consists of the painting and application of traffic striping, pavement markers, curb markings and other incidental and appurtenant work necessary. The Contractor shall furnish all equipment, tools, labor, materials and incidentals necessary to complete the work.

The annual repainting of painted traffic stripes, legends, and other pavement markings; placing of pavement markers; "spot work" such as modifying existing traffic markings; repair, modification, new installation, and replacement of thermoplastic, and painted markings. The type of materials may include but not be limited to, thermoplastic, and/or paint as directed.

The Contractor's attention is directed to the possibility that removals may be required by the City. All removals of existing striping shall be completed either by sand blasting or grinding as directed by the City.

Contract work to be performed at various locations within the City. Work requests to the Contractor shall include: type of striping, exact location, preference of schedule for work to be performed, linear footage, and any other information pertinent to the work to be performed. All work requests to the Contractor will be approved by and issued directly from the City Public Works Director. Work Requests and Authorization shall be provided to the Contractor via written Notice to Proceed (NTP).

SP.1 BACKGROUND

The City of Maywood is located in the southeastern portion of Los Angeles County. The City has an estimated population of 27,000 residents and covers an area of approximately 1.2 square miles. Based on extrapolations from the GIS mapping system, the City of Maywood has approximately 47 lane miles of streets. The commercial area of the City includes the following streets Slauson Avenue and Atlantic Avenue.

SP.2 QUALIFICATIONS AND RELATED WORK EXPERIENCE

The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. The Contractor must have a current license as C-32 (Parking and Highway Improvement Contractor) and/or a General Engineering Contractor (A) as defined by the California Department of Consumer Affairs Contractors State License Board (CSLB).

SP.3 MANAGEMENT, PERSONNEL AND ORGANIZATION

The Contractor shall demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to

provide street striping maintenance services. Contractor shall list the personnel that will be assigned to perform the specified services. In addition, Contractor will present a general work plan describing how the work is to be done.

SP.4 EQUIPMENT TO BE FURNISHED
Contractor is responsible to provide and maintain all equipment needed to furnish the services specified herein comparable with the equipment currently being used in the industry.

SP.5 ANNUAL COMPLETE WORK PLAN AND BUDGET
Contractor shall meet with the Public Works Director weekly to discuss and establish the work schedule and priorities for the week. The work schedule may be adjusted throughout the week to meet changing demands and budget.

SP.6 CONTRACTOR AVAIABILITY
Contractor and the Contractor's crews/personnel are to act as an extension of City staff, and as such, must be available to work nights and weekends if required.

SP.7 PLANS AND TECHNICAL SPECIFICATIONS
All work shall be completed in accordance with the requirements of the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), latest Edition, which may be modified or supplemented by these Technical Provisions.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications:

- Standard Plans for Public Works Construction Sections 210-1.6 through 210-1.6.5
- Standard Plans for Public Works Construction Section 214
- Standard Plans for Public Works Construction Section 310-5.6 through 310-5.6.10

Changes and Modifications to the Standard Specifications are as follows:
Standard Specifications Section 310-5.6.9 "Protection of Work, Workers, and the Public" shall apply except as modified and supplemented below:

Add:
"Drips, overspray, improper markings shall be immediately removed from the pavement surface by methods approved by the Public Works Director."

"The Contractor shall protect his work until the paint is thoroughly dried Painted traffic stripes and pavement markings completed under this Contract.

Remove:
"In areas of high traffic volume, the Contractor shall schedule work to paint traffic lines and markings in off-peak traffic hours or on weekends."

Replace with the following:
All striping work requested by the City shall be completed by the contractor during business hours from Monday to Friday only.

SP.8 QUALITY CONTROL

Application of applied traffic paint per shall be per Tables 310-5.65 (A) 310-5.65 (B) as contained within the Standard Plans for Public Works Construction. Test method shall be by both standardized wet film gauge and by post inspection caliper measurement of standardized aluminum sheet.

Typically, the Engineer or his designee shall place randomly placed strips of .080 aluminum sheet in areas scheduled to be painted. A measurement shall be taken before and after paint application. Areas found to be under the specified dry film thickness shall be repainted as directed and any costs associated with the corrective work shall be without additional compensation.

SP.9 TRAFFIC CONTROL

During the course of fulfilling the terms of this contract, the Contractor shall provide effective traffic control within reason. Contactor shall perform temporary traffic control as outlined in the "Work Area Traffic Control Handbook" (W.A.T.C.H.) which is available through Building News at (714) 517-0970, unless otherwise authorized by the City Maintenance Superintendent.

SP.10 RESPONSE TIMES AND LIMITS – SCHEDULE OF PERFORMANCE

All Work shall commence within 5 working days of the request for service and shall be continuously pursued until completed as authorized by the Public Works Director. Requests for service shall be to the Public Works Coordinator by e-mail, facsimile or telephone call and MAPCON Work Order System (the City's web based work order tracking system). Any request requiring service in 24 hours or less shall be considered emergency work.

SP.11 HOURS OF OPERATION

Operations are normally restricted to the hours of 8:00 am to 4:00 p.m. Monday through Friday except legal holidays, or as designated by the City.

SP.12 WATER POLLUTION CONTROL

Best Management Practices (BMPs). The Contractor shall have a readily accessible copy of the BMPs publication at the job site at all times.

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service 1700 Jefferson Street
Oakland, Ca. 94612
Telephone (510) 444-6771

Los Angeles County Department of Public Works Cashier's Office
900 S. Freemont Avenue Alhambra, Ca. 91803
Telephone (626) 456-6959

EXHIBIT B TO AGREEMENT

FEE SCHEDULE

For the term of this Agreement, City agrees to compensate Contractor and Contractor agrees to accept in full satisfaction for the services performed and items provided, compensation based on the unit prices set forth in this Exhibit B.

The maximum amount of compensation provided to Contractor shall not exceed $45,000.

DESCRIPTION			ORANGE COUNTY STRIPING				
			THERMO	THERMO	PAINT	PAINT	MMA
Stripe- solid yellow 4"		Lin. Ft.	0.42	$ -	0.14	$ -	
Stripe- broken yellow 4"		Lin. Ft.	0.38	$ -	0.09	$ -	
Stripe- double yellow 4"		Lin. Ft.	0.75	$ -	0.16	$ -	
Stripe- solid white 4"		Lin. Ft.	0.42	$ -	0.11	$ -	
Stripe- broken white 4"		Lin. Ft.	0.38	$ -	0.09	$ -	
Stripe- solid white 6"		Lin. Ft.	0.60	$ -	0.13	$ -	
Stripe- broken white 6"		Lin. Ft.	0.53	$ -	0.12	$ -	
Stripe- solid white 8"		Lin. Ft.	0.72	$ -	0.15	$ -	
Stripe- broken white 8"		Lin. Ft.	0.65	$ -	0.13	$ -	
Stripe-solid white line 12"		Lin. Ft.	2.50	$ -	0.75	$ -	2.39
Stripe- solid yellow line 12"		Lin. Ft.	2.50	$ -	0.75	$ -	2.85
Legend- 10' triple arrow symbol		Ea	150.00	$ -	28.00	$ -	115.00
Legend- bike lane symbol		Ea	75.00	$ -	30.00	$ -	650.00
Legend- BIKE LANE		Ea	100.00	$ -	40.00	$ -	80.00
Legend- BUMP		Ea	100.00	$ -	32.00	$ -	80.00
Legend- BUS ONLY		Ea	175.00	$ -	56.00	$ -	140.00
Legend- diamond symbol		Ea	60.00	$ -	20.00	$ -	40.00
Legend- DIP		Ea	75.00	$ -	24.00	$ -	60.00
Legend- END (signs only)		Ea	75.00	$ -	24.00	$ -	60.00
Legend- KEEP CLEAR		Ea	225.00	$ -	72.00	$ -	180.00
Legend- LEFT TURN OK International Arrow		Ea	300.00	$ -	90.00	$ -	250.00
Legend- LEFT TURN ONLY International Arrow		Ea	350.00	$ -	106.00	$ -	290.00
Legend- ONLY		Ea	100.00	$ -	32.00	$ -	80.00
Legend- PED XING		Ea	175.00	$ -	56.00	$ -	140.00
Legend- RIGHT TURN OK International Arrow		Ea	300.00	$ -	90.00	$ -	250.00
Legend- RIGHT TURN ONLY International Arrow		Ea	350.00	$ -	106.00	$ -	290.00
Legend- SCHOOL XING		Ea	250.00	$ -	80.00	$ -	200.00
Legend- SIGNAL AHEAD		Ea	275.00	$ -	88.00	$ -	220.00
Legend- SLOW		Ea	100.00	$ -	32.00	$ -	80.00
Legend- SLOW SCHOOL XING		Ea	350.00	$ -	112.00	$ -	280.00
Legend- STOP		Ea	100.00	$ -	32.00	$ -	80.00
Legend- STOP AHEAD		Ea	225.00	$ -	72.00	$ -	180.00
Legend- YIELD		Ea	125.00	$ -	40.00	$ -	100.00
Legend- 10' arrow Caltrans Type One Way		Ea	65.00	$ -	12.00	$ -	52.00
Legend- 15' arrow, Caltrans Type IV Lane Drop Arrow		Ea	125.00	$ -	25.00	$ -	75.00
Legend- 8' bike lane arrow, symbol		Ea	125.00	$ -	40.00	$ -	100.00
Legend- SLOW SCHOOL XING		Ea	350.00	$ -	112.00	$ -	280.00
Legend- 15 MPH		Ea	125.00	$ -	40.00	$ -	100.00
Legend- 20 MPH		Ea	125.00	$ -	40.00	$ -	40.00
Legend- 25 MPH		Ea	125.00	$ -	40.00	$ -	40.00
Legend- 30 MPH		Ea	125.00	$ -	40.00	$ -	40.00
Legend- 35 MPH		Ea	125.00	$ -	40.00	$ -	40.00
Legend- 40 MPH		Ea	125.00	$ -	40.00	$ -	40.00
Legend- 45 MPH		Ea	125.00	$ -	40.00	$ -	40.00
Legend- 50 MPH		Ea	125.00	$ -	40.00	$ -	40.00
Bike Lane Sharrow		Ea	125.00		40.00		40.00
Green painted lane markings for bike lanes		XXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Neutral Area Markings		Ea	-		-		-

Fee Schedule continued on next page -

FEE SCHEDULE

(continued)

				ORANGE COUNTY STRIPING				
Neutral Area Markings		Ea		-		-		-
Crosswalk- multiple 2' by 8' bars- price per bar		Ea		65.00	$ -	15.00	$ -	15.00
**RPM- Blue		Ea		5.00		-		-
**RPM- Red		Ea		3.25		-		-
**RPM- White		Ea		3.25		-		-
**RPM- Bi-Color		Ea		3.25		-		-
**RPM- Non-reflective round white (Bott's dots)		Ea		2.50		-		-
Curb-Red		Lin. Ft.		-		0.80	$ -	-
Curb-White		Lin. Ft.		-		0.75	$ -	-
Curb-Yellow		Lin. Ft.		-		0.80	$ -	-
Curb-Green		Lin. Ft.		-		0.80	$ -	-
Curb Stenciling- 4" letter height, per letter		Ea		2.00	$ -	-	$ -	-
Q marker		Ea		27.00	$ -	-	$ -	-
K marker		Ea		27.00	$ -	-	$ -	-
**Glue down delineator, tubular		Ea		35.00	$ -	-	$ -	-
**Glue down delineator, blade type, flexible		Ea		35.00	$ -	-	$ -	-
					$ -		$ -	
Mobilization Minimums*								
*Minimum mobilization charge- 8am to 5pm M-F		Lump Sum		1,250.00	*			
*Minimum mobilization charge -5pm to 8am M-F		Lump Sum		1,250.00	*			
*Minimum mobilization charge- Weekends 8am to 5pm		Lump Sum		1,500.00	*			
*Minimum mobilization charge- Weekends 5pm to 8am		Lump Sum		1,500.00	*			
*Minimum mobilization charge Holiday - 8am to 5pm		Lump Sum		2,500.00	*			
*Minimum mobilization charge Holiday - 5pm to 8am		Lump Sum		2,500.00	*			
*Minimum mobilization charge Emergency		Lump Sum		1,250.00	*			
Daily charge per crew size:								
2-man crew				1,085.00				
3-man crew				1,680.00				
4-man crew				2,280.00				

*City will reimburse Contractor for the cost of the required Payment Bond, up to a maximum of five hundred dollars ($500.00). Contractor must submit copy of the payment receipt for the bond together with the invoice for reimbursement.

EXHIBIT C

STREET STRIPING MAINTENANCE SERVICES

PRICE/COST SHEET

1. Provide a sample cost schedule for the different types of striping details, etc. that you determine to be a good representation of the typical items expected to be used during the term of the contract in the following format (the following is for example only):

Striping

Detail (ie Caltrans or MUTCD)	**UNIT**	**PRICE Per Unit**
Detail 1	LF	$_____
Detail 2	LF	$_____
Detail 3	LF	$_____
Etc.	LF	$_____

2. **Provide a rate sheet showing all positions and their associated hourly rates.**

Company: _____

Signature: _____ Date: _____

EXHIBIT E

STREET STRIPING MAINTENANCE SERVICES

LETTER OF TRANSMITTAL

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, California 90270

SUBJECT: STREET STRIPING MAINTENANCE SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Maywood to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Maywood within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Maywood will not be responsible for any errors or omissions in the Proposal.

The Contractor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)
Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Addenda Numbers:
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____

Contractors Name

Business Address _____

_____

Contact Person _____

Phone _____

Email Address _____

_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT F

ADDITIONAL INSURED ENDORSEMENT COMMERCIAL 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 ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named 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 Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named 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 Above- Named 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 Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to 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 Above-Named 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 non-active negligence by the Above-Named 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 Public Agency at:

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

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

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___

_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT G

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 ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named 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 Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named 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 Above- Named 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 Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to 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 Above-Named 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 non-active negligence by the Above-Named 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 Public Agency at:

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

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___

_____

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

Phone No.: (_____) _____

EXHIBIT H

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 ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named 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 Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named 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 Above- Named 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 insure' 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 Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to 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 Above-Named 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 non-active negligence by the Above-Named 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 Public Agency at:

City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

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
□ Following Form		
□ Umbrella Liability		
□ _____		

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

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___

_____

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

Phone No.: (_____) _____

EXHIBIT I

STREET STRIPING MAINTENANCE SERVICES

NON-COLLUSION AFFIDAVIT

To: The City of Maywood:

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and says that he or she is _____of_____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived , or agreed with any bidder of anyone else to put in a sham bid, or than anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature_____

State of California)
) ss.
County of)

Subscribed and sworn to before me this ____day of _____. 2018.

Notary Public in and for the County of_____, State of California.

My Commission expires_____, 20___.

EXHIBIT J

STREET STRIPING MAINTENANCE SERVICES

CERTIFICATION OF NON-DISCRIMINATION
(To be submitted with Proposal Form)

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

_____
BIDDER

_____
By:

_____
(Name and title of person making certification)

_____
Date

COUNCIL AGENDA

ITEM No. 10

AGENDA REPORT
CITY OF MAYWOOD

DATE: JANUARY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

BY: DONALD J. WAGNER, INTERIM CITY ADMINISTRATOR
DAN GARCIA, CITY ENGINEER

SUBJECT: OBTAIN APPROVAL FOR CHANGE ORDER FOR THE SEWER REPLACEMENT PROJECT IN THE AMOUNT OF $36,336.59.

RECOMMENDATION

That the City Council approves the change order for the Sewer Replacement Project in the amount of $36,336.59, adopt the attached resolution to increase the Fiscal Year 2017-2018 Proposed Budget which included the Sewer Replacement Project in the Capital Improvement Program by $6,568.58 to be funded by the Community Development Block Grant (CDBG), increase the contract amount with Lucas Builders, Inc. (LBI) by $6,568.58 for a new amount not-to-exceed $969,385.58, and authorize the Interim City Administrator to sign on behalf of the City.

FISCAL IMPACT

This action will increase the Fiscal Year 2017-2018 Proposed Budget for the Capital Improvement Program by $6,568.58 to be funded by the Community Development Block Grant (CDBG). Although the change order is in an amount of $36,336.59, change orders throughout the project resulted in a credit of $29,768.01, so the net increase for this change order in the amount of $6,568.58.

BACKGROUND

On February 28, 2018, the City Council awarded a contract to Lucas Builders, Inc. (LBI) in an amount not-to-exceed $962,817.00 for the United States Environmental Protection Agency (USEPA) and CDBG Sewer Replacement Project. A CDBG appropriation in the amount of $574,817.00 and an USEPA appropriation of $388,000.00 was approved for the project.

Currently, LBI is almost complete with the project with approximately 48 lineal feet of sewer pipe remaining to be replaced. The remaining section of pipe to be replaced is located along 61st Street between Clarkson Avenue and Atlantic Boulevard, however, it was discovered that a section of waterline belonging to Maywood Mutual Water Company No. 1 is located directly above the section of sewer pipe to be replaced. After Engineering staff and LBI met with Maywood Mutual Water Company No. 1, it was determined the best option would be to remove and cap the conflicting waterline, replace the sewer pipes below it, then replace the waterline to prevent accidental damage and contamination of the water system.

On December 14, 2018, LBI provided the City with a cost proposal to perform the work in an amount not-to-exceed $36,336.59. However, throughout the project, multiple change orders resulted in a credit of $29,768.01, so the net increase for this change order is in the amount of $6,568.58.

ATTACHMENT(S)

Attachment No. 1 - Change Order No. 5 for the Sewer Replacement Project

Attachment No. 2 - Resolution

ATTACHMENT NO. 1

CITY OF MAYWOOD
DEPARTMENT OF BUILDING AND PLANNING
CONTRACT CHANGE ORDER

CHANGE ORDER NO:	5	**BASE CONTRACT AMOUNT:**	$ 962,817.00
PROJECT NO:	18-001	**AMOUNT OF PREVIOUS CCOs:**	$ (29,768.01)
CONTRACTOR:	Lucas Builders, Inc.	**AMOUNT OF THIS CCO:**	$ 36,336.59
TIME INC./DEC. THIS CCO, DAYS:	4	**NEW CONTRACT TOTAL:**	$ 969,385.58

PROJECT: Sewer Replacement Project CDGB No. 60189-16, EPA Grant No. XP-99T51901-0

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

COR. No.	Item Description	Time, Days	Cost
1	Additional compensation for extra work to remove and replace interfering portions of water line which includes traffic control, asphalt removal and replacement, water line removal and replacement, and testing and chlorination.	4	$ 36,336.59
	TOTAL ADJUSTMENT THIS CHANGE ORDER:	**4**	**$ 36,336.59**

We, the undersigned contractor, have given careful consideration the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above, which shall constitute full compensation, including all mark-ups for this work. Full payment of the prices shown above shall also include payment for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages, including any cumulative effect of these impacts on the overall Work under the Contract arising directly from the performance of Work described in this Change Order.

Accepted: **Lucas Builders, Inc.** **Construction Manager**

By: _____ By: _____

Date: _____ Date: _____

Authorized: **City of Maywood**

By: _____

Date: _____

COR No.: 10

Friday, December 14, 2018

LBI JOB NO.: Hc-063
PROJECT: Maywood Sewer Replacement
CONTRACT NO. 60189-16

Change Order Proposal Transmittal Letter

WITHOUT IMPACT COST

Submitted to:

Kevin Ko
Interwest Consulting Group
15140 Transistor Ln

Submitted by:

Lucas Builders, Inc
4020 N. Palm St. Suite 207
Fullerton CA 92835
P-310-853-0690

RE: **61St and Atlantic Water Line Revised**

Dear : Mr. Ko,

We enclose a breakdown of cost for the changes requested by **our meeting** on 11/28/2018 designated as Change Order Number listed above

We were furnished the following drawing and specification: not provided
as built construction

We propose to perform the following work: All will be night work
Remove and replace interfering portions of water line
TC, pothole, cut AC, remove water line, replace water line, test/chlor

We do not include any of the following:
we will replace in kind, no new valves unless required and will be billed accordingly.

The total net change to our contract is as follows:

Total adds per breakdown:	**36336.59**
Total deducts per breakdown:	**0.00**
Net Change:	**36336.59**

This change proposal covers only the direct costs associated with the change order work described above. This change proposal does not included any amounts for costs related to changes in the sequences of work, delays, disruptions, rescheduling, extended overhead, acceleration, losses of productivity, cumulative impact to multiple changes, and /or other impact cost. We expressly reserve the right to request payment for any and all of the aforementioned cost associated this change order at a later date and to submit those costs as they become known.

It is anticipated all work required by this change will be done on a straight time basis. Overtime, if required, will be requested as an additional items.

This proposal is for acceptance with in 15 days and is subject to change and/or escalation thereafter.

An extension of time of **4** calendar days to our contract completion date is required.

The impact of this change on the additional time required for performance of the contract cannot be determined at this time. At such time when we are able to accurately assess the number of additional days of time relate to this change, we will notify you accordingly.

Please advise as soon as possible if we are to proceed.

Respectfully
Lucas Builders, Inc

Sam Silva
President

Change Order Cost Break Down

Title various

Work Authorized By _____ (PROJECT SUPERINTENDENT)

Complied and Passed By Mark S/SS (PROJECT MANAGER)

Charges Below Approved By _____ (INSPECTOR OR OWNER'S SIGNATURE)

LBI Job / Owner Contract No. 054 /

Report Date tbd

Extra Work Order No. 10 *Page* 1

Night Shift *Extra Work Order Date* Tbd

Description of Work Poth hole - 4 hrs night, 2 hr per day setup , 3days for water line removal and restore, test/chor, native backfill

LABOR

INITIALS	EMPLOYEE	TRADE	No.	HRS	REG	OT	DT	AMT
kk	Kenny Klump	L	1	40.0	$ 92.80	$ 92.80	$ 92.80	$ 3,712.08
lg6	Laborer	L	2	40.0	$ 72.21	$ 72.21	$ 72.21	$ 2,888.58
lg6	Laborer	lg5	3	40.0	$ 72.21	$ 72.21	$ 72.21	$ 2,888.58
lg6	Laborer	lg5	4	40.0	$ 72.21	$ 72.21	$ 72.21	$ 2,888.58
ca	Chris Alvarez	o8	5	40.0	$ 93.23	$ 93.23	$ 93.23	$ 3,729.12
lg6	Laborer	lg5	6	40.0	$ 72.21	$ 72.21	$ 72.21	$ 2,888.58
				0.0	$ -	$ -	$ -	$ -
				0.0	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
Subtotal:								$ 18,995.53
Markup:							20%	$ 3,799.11
TOTAL:								$22,794.64

EQUIPMENT

No.	QTY	1=REG 2=SBY	DESCRIPTION	HRS	REG/hr	OT/hr	SBY/hr	AMT
pk250	1	1	PICKUP F-250/Chev Job Truck	36.0	$ 29.66	$ 26.10	$ 17.80	$ 1,798.58
dt15cy	1	1	DUMP TRUCK 15 CY	36.0	$ 42.87	$ 37.73	$ 25.72	$ 2,599.64
bc176	1	1	BOBCAT (Skid Steer)	24.0	$ 22.12	$ 19.47	$ 13.27	$ 842.33
consaw	1	1	CONCRETE SAW	4.0	$ 11.72	$ 10.31	$ 7.03	$ 46.88
f150	1	1	Super/Operator fuel Truck F150	4.0	$ 16.34	$ 14.38	$ 9.80	$ 65.36
cat420	1	1	Cat 420E w/ 3 bucket/compaction w	24.0	$ 41.15	$ 36.21	$ 24.69	$ 1,566.99
	1	1		8.0	$ -	$ -	$ -	$ -
		1		8.0	$ -	$ -	$ -	$ -
		1		8.0	$ -	$ -	$ -	$ -
		1		-	$ -	$ -	$ -	$ -
		2		8.0	$ -	$ -	$ -	$ -
		1		8.0	$ -	$ -	$ -	$ -
		2		-	$ -	$ -	$ -	$ -
		1		1.0	$ -	$ -	$ -	$ -
		1		4.0	$ -	$ -	$ -	$ -
		1		4.0	$ -	$ -	$ -	$ -
		1		4.0	$ -	$ -	$ -	$ -
		1		4.0	$ -	$ -	$ -	$ -
		1		2.0	$ -	$ -	$ -	$ -
		1		8.0	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -
y								$ 6,919.78
Markup:							15%	$ 1,037.97
TOTAL:								$ 7,957.75

MATERIAL

DESCRIPTION	QTY	UNIT PRICE	AMT
DIP pipe	20	$ 25.00	$ 500.00
Coupling	4	$ 150.00	$ 600.00
Slurry	0	$ 151.00	
AC	5	$ 90.00	$ 450.00
caps for pipe	2	$ 150.00	$ 300.00
	2		
	1		
Sub-Total:			$ 1,850.00
Mark-up:		15%	$ 277.50
TOTAL:			$ 2,127.50

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT PRICE	AMT
T & M Trucking	4	$ 120.00	$ 480.00
Matt Chrlor	0	$ 795.00	
Traffic	4	$ 450.00	$ 1,800.00
Sub-Total:			$ 2,280.00
Markup:		10%	$ 228.00
5			$ 2,508.00

COST SUMMARY

LABOR		$ 22,794.64
PAYROLL ADDITIONS		$ -
MATERIAL		$ 2,127.50
TAXES	9.00%	$ 166.50
EQUIPMENT		$ 7,957.75
SUBCONTRACTORS		$ 2,508.00
SUBTOTAL		$ 35,554.39
BOND	2%	$ 782.20
TOTAL COST		$ 36,336.59

Total Direct C	Labor	Equipment	Materials	Sub
$ 30,045.32	$ 18,995.53	$ 6,919.78	$ 1,850.00	$ 2,280.00

RESOLUTION NO. 6007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING A CHANGE ORDER IN THE AMOUNT OF $36,336.59 TO THE CONTRACT WITH LUCAS BUILDERS, INC. FOR THE SEWER REPLACEMENT PROJECT, INCREASING THE CONTRACT PRICE BY $6,568.58 FOR A NOT-TO-EXCEED AMOUNT OF $969,385.58, APPROPRIATING ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AMOUNT OF $6,568.58 IN THE FY 2017/18 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THIS PROJECT, AND AUTHORIZING THE ACTING INTERIM CITY ADMINISTRATOR TO EXECUTE A CHANGE ORDER FOR THE SEWER REPLACEMENT PROJECT

WHEREAS, on August 23, 2017, the Maywood City Council approved and adopted the Fiscal Year 2017-2018 Proposed Budget which included the Sewer Replacement Project in the Capital Improvement Program allocating $767,812 in CDBG funds and $388,000 in USEPA funds; and

WHEREAS, the City utilizes CDBG and USEPA Grant funds for the implementation of the USEPA Sewer Replacement Project; and

WHEREAS, on February 28, 2018, the City Council approved a contract with Lucas Builders, Inc. with a not-to-exceed amount of $962,817; and

WHEREAS, during the course of performing the work, Lucas Builders discovered a conflict with an existing utility, which requires the temporary relocation of a section of waterline; and

WHEREAS, Lucas Builders, Inc., has submitted a cost proposal in the amount of $36,336.59 to perform extra work required to work around the utility conflict; and

WHEREAS, there is a credit of $29,768.01 from previous change orders, so the net increase in the contract price is in the amount of $6,568.58.

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

SECTION 1. Approves Change Order No. 5 in the amount of $36,336.59, for a net increase in the contract price of $6,568.58 and increases the not-to-exceed amount with Lucas Builders, Inc. to $969,385.58, by appropriating an additional $6,568.58 in CDBG funds.

SECTION 2. Authorizes the Interim City Administrator to execute the change order and all related documents for sewer replacement of various sewers throughout Maywood for the Capital Improvement Program for FY 2017-2018.

PASSED, APPROVED AND ADOPTED this 9th day of January 2019.

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne M. Diaz, Interim City Attorney

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

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify the foregoing Resolution No. 6007 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 9th day of January, 2019, by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 12

CITY COUNCIL STAFF REPORT

DATE: JANUARY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROXANNE DIAZ, INTERIM CITY ATTORNEY

RE: CONSIDERATION OF THE CITY ADMINISTRATOR RECRUITMENT PROCESS

RECOMMENDATION

Authorize the Interim City Attorney and Interim City Administrator to proceed with the recruitment process as outlined in the staff report.

FISCAL IMPACT

The funds are included in the 2018-19 Budget as adopted by the City Council.

LEGAL REVIEW

The Interim City Attorney has prepared this report.

DISCUSSION

The City is in need of a full-time permanent City Administrator. It is recommended that the City Council implement a competitive recruitment process in order to search for and appoint a new City Administrator.

The proposed recruitment will be conducted internally by the Interim City Attorney along with the Interim City Administrator and is the same process that would be conducted by a recruitment firm. The process shall be as follows:

- Development of a candidate profile for the new City Administrator;
- Prepare and finalize recruitment brochure;
- Open the recruitment by posting the recruitment brochure in key municipal and city manager publications and job boards;

- Conduct personal outreach and recruiting;
- Following the closing of the application period, conduct initial screening and candidate assessments;
- Present results to the City Council in closed session;
- Conduct candidate interviews;

- Based on outcome of interviews, conduct confidential background and reference checks; and
- Negotiate contract with candidate

The City Attorney's office would work with City staff to place the advertisements but the receipt and review of the candidate applications would be conducted by the City Attorney's office to ensure the integrity of the process.

Advertisements would be placed in the same publications that are used by the city manager recruiting firms: Public CEO, Careers in Government, Jobs Available, California City News, International City Managers Association, California City Managers Foundation, Western Cities, California State Association of Counties, Municipal Managers Association of Southern California and Linkedin.

ACTION

It would be appropriate to authorize the Interim City Attorney and Interim City Administrator to proceed with the recruitment process as outlined in the staff report.

COUNCIL AGENDA

ITEM No. 13

CITY COUNCIL STAFF REPORT

DATE: JANUARY 9, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

RE: CONSIDERATION OF THE CITY ATTORNEY RECRUITMENT PROCESS

Recommendation

Approve the attached Request for Proposal (RFP) to provide General Counsel Services for the City of Maywood and authorize the Interim City Administrator to proceed with the recruitment.

Fiscal Impact

There will be some expense of advertising for the services. Funds will be allocated from the City Attorney and Legal Fees Budget.

Legal Review

City staff has reviewed this agreement.

Background

The late Mike Montgomery resigned his position as City Attorney, effective December 12th. The Assistant City Attorney, Julia Sylva has also resigned her position effective that date. Subsequently at the December 12th Council Meeting, the City Council approved a Legal Services Agreement with Richards, Watson and Gershon for Interim City Attorney Services. Roxanne Diaz was appointed Interim City Attorney. The City Council also directed staff to begin the recruitment process to hire a permanent City Attorney.

Discussion

Attached is a draft RFP for Legal Services. I recommend that the City advertise for three weeks, assign a committee to evaluate the proposals and recommend to the City Council the firms to be interviewed. The committee should be a combination of staff and two members of the City Council.

The City Council would then select a law firm to provide a City Attorney for the City.

It should also be noted that this process does not preclude the Law Firm of Richards Watson and Gershon from submitting a proposal for legal services for the City of Maywood.

Action

It would be appropriate for the City Council to authorize the Interim City Administrator to proceed with the recruitment of a law firm to provide general counsel services for the City of Maywood.

Attachments

Attachment No. 1 – RFP to provide General Counsel Services for the City of Maywood

REQUEST FOR PROPOSAL (RFP)

To provide

GENERAL COUNSEL SERVICES

For the City of Maywood

4319 E. Slauson Avenue

Maywood, CA 90270

Attn: Donald J. Wagner

(323) 562-5714

donald.wagner@cityofmaywood.org

www.cityofmaywood.com

SCHEDULE OF KEY DATES

01/10/19	Release Proposal
02/01/19	Proposals Due by 10:00 a.m. PST
02/01/19 – 02/08/19	Evaluation of Proposals
02/16/19	City Council Interviews with Finalists
02/27/18	City Council Recommendation for Contract Award

CITY OF MAYWOOD
REQUEST FOR PROPOSALS
GENERAL COUNSEL SERVICES

The City of Maywood (hereinafter referred to as the City) is requesting proposals from qualified Full-service law firms with experience in advising and representing California cities to provide legal services as General Counsel for the City

BACKGROUND AND GENERAL INFORMATION:

The City

Located seven miles southeast of the heart of Los Angeles, Maywood borders the cities of Huntington Park, Cudahy, Bell and Commerce. Maywood is approximately 1.18 square miles in size with a population of approximately 28,000 residents, making it the third smallest incorporated city in Los Angeles County and one of the most densely populated cities in California. Despite the City's diminutive size, Maywood is a dynamic and growing community with a vibrant future.

Maywood has made tremendous strides in developing new housing, businesses, school, and public services. The City is committed to providing excellent business service, ensuring safe neighborhoods, and maintaining abundant job opportunities. Along the major commercial corridors of Slauson Avenue and Atlantic Boulevard, the City has adopted a pro-business attitude as well as an aggressive revitalization and development program. Major public investments are planned for these corridors, including a new and unique streetscape with beautiful thematic street lights, banners, pedestrian furniture, and landscaping. With almost 1,000,000 residents within five miles of the City's downtown, Maywood has over 700,000 square feet of unmet retail demand. Many national credit retailers recognize and desire the attractive retail potential of Hispanic markets. Approximately ninety-five percent of Maywood's residents are of Hispanic heritage.

The City Government

Incorporated on September 2, 1924, Maywood is a General Law City and operates as a City Council/City Administrator form of government. Policymaking and legislative authority are vested in a City Council consisting of the Mayor and four Council Members who are elected every four years. The City Council is responsible for, among other things, passing ordinance and resolutions, adopting the budget, appointing committees, and hiring the City Administrator.

The City functions are divided into the City Administrator's office, the Finance, and Building and Planning Departments. Police and Fire protection is provided through a contract with the Los Angeles Sheriff's and Fire Departments. The City Clerk and Treasurer are separately elected.

To learn more about the City of Maywood, please visit www.cityofmaywood.com.

Legal Services

The City currently contracts with Richards, Watson & Gershon who is currently acting as Interim General Counsel until permanent General Counsel has been retained.

Contact Person/s

The General Counsel's principal contact with the City will be with the Mayor, City Council and the City Administrator.

SCOPE OF LEGAL SERVICES TO BE PROVIDED AS GENERAL COUNSEL:

The City requires a firm with prior experience as General Counsel to be responsible for all facets of the general types of legal issues that might arise for a General Counsel. The General Counsel will be expected to keep current in all aspects of law relevant to a California city and provide counsel and support for the City Council and city staff in the areas of legal compliance, ethics, liability, and risk avoidance. The following items are specifically required and are presented as a list of duties and scope of work.

General Counsel will perform services for the City on an as-needed basis. Duties and responsibilities shall include, but not be limited, to the following:

1. Attendance at all regular and special meetings of the City Council and Council study sessions for the purpose of providing legal services and consultation.

2 Attendance at Planning Commission meetings and such other meetings as requested by the Mayor, City Administrator or other designee.

3. Attendance at bi-weekly Executive Management Team meetings for the purpose of providing legal services and consultation.

4. Maintain a minimum of four office hours a week at the City Attorney office for general staff inquiries.

5. Preparation of ordinances, resolutions, contracts, development agreements and the like concerning City business and review of City Council agenda items.

6. Preparation of written legal opinions on matters concerning City business at the request

of the City Council, City Administrator or designee.

7. Analysis of proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the City upon request.

8. Review of contracts, bid specifications, and purchasing documents for the purposes of legal and policy compliance, appropriate risk transfer, and risk analysis and avoidance as requested.

9. Consultation with City and/or the City's labor counsel regarding personnel matters, labor relations matters, litigation, and other matters concerning City business, as requested (that may not otherwise be covered by City agreements with other legal resources).

10. Advising the City Council concerning whether to file claims or commence litigation; and represent the City in connection with certain claims and litigation filed by or against it. Generally outside counsel will be retained in the event of a conflict of interest which disqualifies general counsel from representation. Other counsel may be retained to defend or prosecute actions which in the opinion of general counsel or the City Council require special expertise or where representation is being provided under a contract of insurance.

11. Providing advice and assistance to City Administrator and the City Council on matters of law including, the Brown Act, Government Code, Health and Safety Code, conflict of interest and Political Reform Act and assisting them in seeking advice from regulatory agencies such as the Fair Political Practices Commission.

12. Provide legal assistance and consultation to the City Administrator on matters of environmental compliance, including, NPDES, CEQA, and NEPA, as they pertain to actions by the Staff and Council.

13. Provide legal advice and assistance to the City Council and City Administrator on matters of Public Works bid and contract award, California Public Contract Code and DIR Regulations.

14. Provide legal assistance and consultation to City Administrator on matters of property rights and property management.

15. Such other activities as directed by the Mayor, the City Council, and the City Administrator, or other designee.

RESPONSE REQUESTED:

Your proposal must provide the following information:

1. **Submittal Outside Cover Title** - Include the RFP title, submittal due date, and the name, address, fax number, email address and telephone number of principal submitting firm.

2. **Cover Letter-Provide** a brief (maximum of two pages) submittal cover letter.

   a. State any changes to the format or deletions of requested materials, which may be a part of the submittal.

   b. Include a summary describing how the submitter proposes to provide the required services to the City.

3. **Identification of Responder**

   a. Provide the legal name and address of the submitter.

   b. State the legal form of the submitter, i.e. partnership, corporation, joint venture, and so forth. If the submitter is a joint venture, identify the members of the joint venture team and provide all information required under this section for each member. If the submitter is a wholly owned subsidiary of a parent company, identify the parent company and its address.

   c. Provide the name, title, address, and telephone number of submitter's principal contact person for the RFP.

4. **Qualifications of the firm and, if applicable, the attorneys, including:**

   a. A description of the law firm including the size of the firm, other attorneys and support staff, scope (national, regional or local, and indicating the location of the responsible office). Explain the expertise of other members of the firm as it would benefit the City.

   b. A description of the firm's qualifications and experience, including areas of expertise, accomplishments, previous employers/clients, etc.

   c. A resume/curriculum vitae including years of experience, education, professional affiliations, etc.

   d. Relevant prior experience, specifically including work as General Counsel for public agencies, in particular cities.

   e. References from several California public agencies, and cities (at least three), which have utilized your services (within the last 10 years) including addresses,

email addresses and phone numbers of elected officials or key agency staff who are familiar with your performance and number of years served.

f. A description of legal services performed for public agencies in the Riverside County, Los Angeles County, and San Bernardino County, San Diego or Orange County area.

g. A description of backup attorney(s) within your firm who would be available in your absence and other support staff, both professional and administrative, who would provide resources to this engagement. Resumes of key staff, particularly backup attorney(s), should be included. Backup attorney(s) should have prior qualifying experience while acting in the capacity as General Counsel or Assistant General Counsel for public agencies and/or special districts.

h. A description of litigation experience by the attorney and backup attorney(s) highlighting a few key cases argued and the outcome of those cases.

i. Any regulatory action, tax liens or legal sanctions taken against the attorney or firm.

j. An ability to meet requirements of draft Agreement for Legal Services (attached).

k. Services, if any, that have not been listed in this RFP that you believe might bring "value-added" to the scope of work proposed by your firm. Value-added includes services that might otherwise be provided by the firm which could be made available to the City Council and/or staff at no increased cost. Some examples of value-added are: the opportunity to attend firm-sponsored or provided training, a newsletter or annual legal update publication, a firm-sponsored client-only research webpage, a library of existing opinion letters that might be customized to apply to the needs of the City, etc.

5. Legal approach:

a. A statement of how you plan to meet or exceed the scope of work for General Counsel Services described above. This should include, at a minimum, the general approach to providing the requested services, organization of your effort/team and expectation of assistance from City Administrator.

b. A statement of your availability to provide these services based on other clients and current commitments.

6. Fees:

A full description of proposed fees (and/or retainers required to secure services) for the General Counsel and for all support attorneys and personnel anticipated to participate

in this engagement., including whether you charge for travel time and, if so, whether you provide reduced rates for travel time.

7. **Disclosures**:

Disclosures of actual and potential conflicts of interest, if any, including but not limited to identifying each and every matter in which the attorney or firm has, within the past calendar year, represented any entity or individual with an interest adverse to the City of Hemet, its City Council or staff, or any of the boards, agencies, commissions, or organizations to which the City belongs.

Provide a statement concerning other potential areas for conflicts of interest to arise because of your work or the work of others in your firm. Do you require a waiver clause to be signed in advance of commencing this employment?

8. **Draft Professional Services Contract:**

Provide the contract language proposed to be used in the service agreement to be executed with the City.

SUBMITTAL REQUIREMENTS:

1. ***Questions*** – Please submit any questions regarding this recruitment to Donald J. Wagner, Interim City Administrator, at donald.wagner@cityofmaywood.org

2. ***Number of Copies*** - Please submit electronic proposal to Donald J. Wagner at the following email address: donald.wagner@cityofmaywood.org. Additionally, ***6 fully executed originals*** should be mailed or delivered to the City (One marked "Master Copy" and five copies) at the following address:

City of Maywood
Attention: Donald. J. Wagner
4319 E. Slauson Avenue
Maywood, CA 90270

3. ***Authorization*** - The submittal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the submitter. For electronic proposal, electronic signature of an individual/s authorized to execute legal documents on behalf of the submitter must be included.

4. ***Sealing and Delivery*** - Six (6) original submittals must be SEALED, marked CONFIDENTIAL, addressed to *Donald J. Wagner,* Interim City Administrator, and RECEIVED on or before close of business on **Friday, February 1, 2019**

COUNCIL AGENDA

ITEM No. 14

CITY COUNCIL STAFF REPORT

DATE: JANUARY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROXANNE DIAZ, INTERIM CITY ATTORNEY

RE: RESOLUTION AMENDING THE TIME FOR REGULAR CITY COUNCIL MEETINGS TO THE HOUR OF 7:00 P.M

RECOMMENDATION

Adopt the Resolution amending the time for regular City Council meetings.

FISCAL IMPACT

There is no fiscal impact associated with adoption of the resolution.

LEGAL REVIEW

The Interim City Attorney has prepared this report.

DISCUSSION

Currently the City Council holds it regular City Council meetings on the second and fourth Wednesdays at the hour of 6:00 p.m. In order to allow more residents and businesses to attend City Council meetings after their work day, it is proposed that the meeting time be amended to 7:00 p.m.

Section 2-1.01 provides that the time for regular council meetings is established by City Council resolution. Accordingly, Staff has drafted a

proposed resolution. If adopted, the resolution will take effect immediately.

ACTION

It would be appropriate to adopt the resolution.

ATTACHMENTS

Attachment No. 1 - Resolution amending the time for regular City Council Meetings

RESOLUTION NO. 6008

A RESOLUTION OF THE CITY OF MAYWOOD AMENDING THE TIME FOR REGULAR CITY COUNCIL MEETINGS TO THE HOUR OF 7:00 P.M.

WHEREAS, the City Council of the City of Maywood currently holds its regular City Council meetings at 6:00 p.m. every second and fourth Wednesday of each month;

WHEREAS, the Section 2-1.01 of the Maywood Municipal Code provides that regular City Council meeting times shall be set by City Council resolution;

WHEREAS, the City Council desires to amend the time for its regular City Council meetings to allow for more participation of its residents;

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

SECTION 1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the recitals of this Resolution are true and correct, are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

SECTION 2. Time for Regular Meetings. The time for the regular meetings of the City Council of the City of Maywood shall be at the hour of 7:00 p.m. at the City of Maywood Council Chambers.

SECTION 3. This Resolution shall be in full force and effect immediately upon its passage and adoption thereof. To the extent there is any inconsistency between this Resolution No. 6008 and any previous resolutions regarding the same subject matter, the provisions of this Resolution No. 6008 shall prevail and those portions of previous resolutions regarding the same subject matter shall be automatically repealed and have no further force or effect.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED by the City Council at a regular meeting held on January 9, 2019 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, Interim City Attorney