



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, March 13, 2019 at 7:00 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 Manager
David Mango, Director of Building and Planning
Ofelia Mancera, Finance Director
Roxanne Diaz, City Attorney

*In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 7:15 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)

Presentation of certificates to Heliotrope Elementary and MaCES students in acknowledgment of their 2019 Local District East Robotics Championship.

PUBLIC HEARING

CONSENT CALENDAR

1. Minutes for 02/27/19 City Council Meeting.
2. Minutes for 02/27/19 Special 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.

DISCUSSION/ACTION ITEMS

4. To consider the approval of a Legal Services Agreement between Richards, Watson & Gershon and the City of Maywood.
5. Authorize the temporary use of 5102 District Boulevard by the Sam Simon Foundation to provide a location for a mobile veterinary clinic from March 11 through March 22, 2019.
6. Consideration of Bulky Item Program Procedures.
7. To consider entering into a promotional discount agreement with RING, LLC, to provide a discount for residents who wish to purchase residential security equipment and authorize funding for the required match for each security system.
8. Discussion and consideration of approval of an agency to agency confidentiality agreement between the City of Maywood and the Los Angeles County District Attorney's office to waive the attorney client privilege for certain records.

9. A Resolution of the City of Maywood declaring surplus property and authorizing those items for disposal.
10. Resolution delegating authority to the City Administrator/City Manager to enter into and execute covenants and agreements for Riverfront Park with the Department of Toxic Substances and Controls and the US Environmental Protection Agency.

CLOSED SESSION

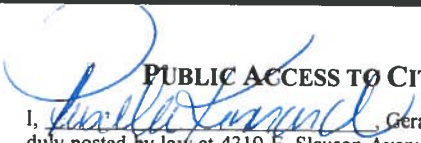
1. Public Employment pursuant to Government Code Section 54957; Title: City Manager
2. Conference with Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Donald Wagner, Interim City Administrator and Roxanne Diaz, City Attorney; Unrepresented Employee: City Manager
3. Conference 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
4. 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
5. Conference with Legal Counsel, Anticipated Litigation-Significant Exposure to Litigation, Government Code Section 54956.9(d)(2); Number of cases: 1

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 March 27, 2019.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I,  Gerardo Mayagoitia, City Clerk or Priscilla Kinnard, 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.





AGENDA **1**
ITEM NO. _____

February 27, 2019

**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 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Ramon Medina, Councilmember
Interim City Manager, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
City Attorney, Roxanne Diaz
City Clerk, Gerardo Mayagoitia (Excused Absence)
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.

The following spoke on Agenda Items only:

1. Ruben Hernandez
2. Mary Mariscal
3. Heather Wilson
4. Veronica Guardado
5. Maria Iniguez

PRESENTATION(S)

PUBLIC HEARING

CONSENT CALENDAR

1. Minutes for 01/17/19 Special Meeting. **Motion by De La Riva. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
2. Minutes for 02/13/19 Council Meeting. **Motion to approve with corrections by Lara. Second by De La Riva. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
3. Minutes for 02/13/19 Special Meeting. **Motion by De La Riva. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
4. Resolution No. 6014 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 Lara. Second by Medina. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

DISCUSSION/ACTION ITEMS

5. Terminating the appointment of three members of the Planning Commission and appointing five members to the Planning Commission. **Motion by Lara. Second by Marquez. AYES: De La Riva, Lara, and Marquez. ABSTAIN: Alvarez and Medina. PASSES**

Planning Commission Appointments As Follows:

Seat #1 – Term Expires on April 19, 2020 - Raul Rodriguez.

Motion to appoint by Lara. Second by De La Riva. AYES: De La Riva, Lara, and Marquez. ABSTAIN: Alvarez and Medina. PASSES

Seat #2 – Term Expires on May 16, 2021 - Carmen Perez

Motion to appoint by Marquez. Second by Lara. AYES: De La Riva, Lara, and Marquez. ABSTAIN: Alvarez and Medina. PASSES

Seat #3 – Term Expires on February 6, 2022 - Paloma Hernandez

Motion to appoint by Marquez. Second by De La Riva. AYES: De La Riva, Lara, and Marquez. ABSTAIN: Alvarez and Medina. PASSES

Seat #4 – Term Expires on May 15, 2022 - Alondra Olmos

Motion to appoint by Lara. Second by De La Riva. AYES: De La Riva, Lara, and Marquez. ABSTAIN: Alvarez and Medina. PASSES

Seat #5 – Term Expires on June 19, 2022 - Reyna Mendez

Motion to appoint by Lara. Second by Marquez. AYES: De La Riva, Lara, and Marquez.

ABSTAIN: Alvarez and Medina. PASSES

6. Obtain approval for change orders in the amount of \$61,968.76, accept the project, and direct staff to file a Notice of Completion for the Slurry Seal Project FY 2018-19. **Motion by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
7. Discussion and approval of the Community Benefit Fund Guidelines and Procedures. **Motion to approve Guidelines and Procedures with revisions by De La Riva. Second by Lara. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

Motion passes based on conditional changes to be made to the policy.

8. Consideration to approve a lease agreement extension between the City of Maywood and the Baldwin Park Unified School District for the use of classroom space in the Maywood Park Multipurpose Building. **Motion to approve the lease by De La Riva. Second by Lara. AYES: Alvarez, De La Riva, Lara, and Marquez. ABSTAIN: Medina. PASSES**
9. Authorization to issue a Notice Inviting Bids (NIB) for the installation of three bus shelters on Slauson Avenue. **Motion by De La Riva. Second by Marquez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
10. Consider approval of a Resolution of the City Council of the City of Maywood, California for FY 2019-20 budgeted revenue and expenses for the Road Repair and Accountability Act of 2017 – Local Streets and Roads, Road Maintenance and Rehabilitation Account, Senate Bill 1. **Motion by De La Riva. Second by Medina. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
11. Direct staff to file a Notice of Completion for the Pavement Rehabilitation Project FY 2018. **Motion by De La Riva. Second by Lara. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
12. Authorize the temporary use of Maywood Riverfront Park by the Los Angeles County Bicycle Coalition for the Los Angeles River Ride on June 9th, 2019. **Motion by Marquez. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

CLOSED SESSION

PUBLIC PARTICIPATION (Non-Agenda Items)

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The following spoke on Non-Agenda items only:

1. Ruben Hernandez
2. Mary Mariscal
3. Heather Wilson
4. Veronica Guardado

ADJOURNMENT Meeting adjourned at approximately 8:37 p.m. Next Regular Meeting of the Maywood City Council is on March 13, 2019 at 7:00pm



Eduardo De la Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk




AGENDA **2**
ITEM NO. _____

February 27, 2019

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

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Ramon Medina, Councilmember
Interim City Manager, Donald J. Wagner
Director of Building and Planning, David Mango
Director of Finance, Ofelia Mancera
City Attorney, Roxanne Diaz
City Clerk, Gerardo Mayagoitia (Excused Absence)
Deputy City Clerk, Guillermo Padilla
Gloria Viramontes, City Treasurer (Absent)

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

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2. Mary Mariscal
3. Heather Wilson
4. Veronica Guardado
5. Maria Iniguez

PRESENTATION(S)

CONSENT CALENDAR

DISCUSSION/ACTION ITEMS

1. Discussion and/or Action on Adoption of a Policy Against Violence in the Workplace.
Motion to adopt the policy as amended by Lara. Second by Medina. AYES: Alvarez, De La Riva, Marquez, Medina and Lara. PASSES

CLOSED SESSION

ADJOURNMENT Meeting adjourned at approximately 8:37 p.m. Next Regular Meeting of the Maywood City Council is on March 13, 2019 at 7:00pm



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City

COUNCIL AGENDA

ITEM No. 3

RESOLUTION NO. 6017

**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 \$693,633.35 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 13th day of March, 2019.

Eduardo 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 Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6017 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 13th of March, 2019 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, March 13, 2019

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 085778 - 085797	\$ 24,955.32
Accounts Payable regular warrants for payment: Checks No. 085798 - 085828	\$ 512,282.19
Sub-total	\$ 537,237.51

Wire Transfers/ACH Transactions

02/21/19	CalPERS for Employer Contribution - Pay Period 2/3/19-2/16/19	\$ 4,534.18
02/21/19	CalPERS Admin Fees	\$ 469.70
02/22/19	Lease Payment for Front Counter Cash Registers - Feb 2019	\$ 87.04
02/22/19	ADP Payroll Fees	\$ 24.00
02/28/19	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement Feb 2018	\$ 12,000.00
03/01/19	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement Mar 2019	\$ 12,000.00
03/01/19	ADP Payroll Fees	\$ 167.68
03/01/19	Merchant Fees	\$ 536.82
03/05/19	Lease Payment for Front Counter Cash Registers - March 2019	\$ 177.00
03/06/19	CalPERS Health Premium - March 2019	\$ 28,120.65
03/06/19	CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 98,089.77
03/07/19	ADP Payroll Fees	\$ 189.00

Sub-total \$ 156,395.84

Total Demands \$ 693,633.35

City of Maywood
Detail Warrants for Payment
Warrants No. 085778 to 085828

EXHIBIT B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085778	P	3/5/2019	Allen B. McDade	632.25	Retiree Reimbursement March 2019
085779	P	3/5/2019	Angel Villegas	492.63	Retiree Reimbursement March 2019
085780	P	3/5/2019	AT&T	20.72	MTA Line 01/17/19 to 02/17/19
085781	P	3/5/2019	Brent Talmo	284.77	Retiree Reimbursement March 2019
085782	P	3/5/2019	Bruce Leflar	1,101.28	Retiree Reimbursement March 2019
085783	P	3/5/2019	Carpenter Rothen & Dumont LLP	*3389.46	Original check voided due to misprint - reissued new check Legal Services January 2019 - Ortiz Claim Legal Services January 2019 - Vasquez Claim
085784	P	3/5/2019	Christine M. Locher	258.83	Retiree Reimbursement March 2019
085785	P	3/5/2019	Edward Ahrens	1,101.28	Retiree Reimbursement March 2019
085786	P	3/5/2019	Expert Building Maintenance	1,350.00	City Hall Janitorial Service: February 2019
085787	P	3/5/2019	George Hill Company	*1443.20	Original check voided due to misprint - reissued new check City Claims/Adjuster Services January 2019
085788	P	3/5/2019	Maywood Mutual Water No.3	1,807.55	Various locations December 2018 to February 2019
085789	P	3/5/2019	Paul Pine	1,101.28	Retiree Reimbursement March 2019
085790	P	3/5/2019	Robert Leach	1,005.00	Retiree Reimbursement March 2019
085791	P	3/5/2019	Ronald Lindsey	1,102.61	Retiree Reimbursement March 2019
085792	P	3/5/2019	Salazar Landscaping	10,303.78	Landscape Maintenance February 2019
085793	P	3/5/2019	Scott C. Anderson	1,101.28	Emergency Service: Parks Irrigation & Sprinkler Maintenance
085794	P	3/5/2019	Staples Business Advantage	1,299.45	Retiree Reimbursement March 2019 Office Supplies
085795	P	3/5/2019	The Gas Company	187.13	Various Locations January 2019 to February 2019
085796	P	3/5/2019	V & M Iron Works	1,664.19	Payment Plan: Installment 17 of 24 (Council Approved)
085797	P	3/5/2019	Vernon, City of	141.29	Slauson & Downey 01-03-2019 to 01-31-2019
085798		3/7/2019	Robert Half Company International / Accountemps	1,713.58	Temp Labor: Customer Service WE 02/22/2019 Temp Labor: Customer Service WE 03/01/2019
085799		3/7/2019	American Guard Services, Inc.	6,476.22	Crossing Guard Services-February 2019
085800		3/7/2019	Bartel Associates, LLC	8,793.25	CalPERS Actuarial Consulting Services
085801		3/7/2019	California Consulting, Inc.	3,000.00	Grant Writing Services March 2019
085802		3/7/2019	Dewey Pest Control	92.00	March 2019 Pest Control City Hall

City of Maywood
Detail Warrants for Payment
Warrants No. 085778 to 085828

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085803		3/7/2019	Diana Cho & Associates	1,742.50	CDBG Consulting February 2019 - Code Enforcement Project Administration CDBG Consulting February 2019 - Sewer Repair Project
085804		3/7/2019	PALP, Inc. dba Excel Paving Company	372,805.16	Pavement Rehabilitation Project FY 18/19
085805		3/7/2019	Graffiti Protective Coatings	2,000.00	February 2019 Bus Shelter Maintenance
085806		3/7/2019	Hinderliter, de Llamas & Associates	*940.12	Check Reissued - Payment lost in mail
085807		3/7/2019	Hinderliter, de Llamas & Associates	8,595.00	Quarterly Use Fee-Permit Tracking Software 12/01/2018-02/28/2019
085808		3/7/2019	Interwest Consulting Group	922.41	Cannabis Management Program
085809		3/7/2019	Kane, Ballmer & Berkman	405.00	Building & Safety Plan Review Services January 2019
085810		3/7/2019	Los Angeles Regional Food Bank	150.00	Successor Agency Legal Counsel: LAUSD v. County of Los Angeles, et al
085811		3/7/2019	Los Angeles County Metropolitan Transportation Authority	4,600.00	Mobile Food Pantry February 2019 - Delivery Fee
085812		3/7/2019	Mapcon Technologies, Inc.	73.00	February 2019 Metro TAP Cards
085813		3/7/2019	Maywood Mutual Water Co. No.2	956.44	Mapcon Building & Planning Software Monthly Fee
085814		3/7/2019	Metro Transit Services	33,369.41	Various Locations January 2019 to February 2019
085815		3/7/2019	Susan Contreras dba Municipal Waste Solutions	8,787.50	Public Transportation Services Express & Dial-A-Ride February 2019
085816		3/7/2019	National Plant Services, Inc.	1,790.00	January 2019 Waste & Recycling Consulting Overage
085817		3/7/2019	Pacheco & Neach PC	10,510.00	Sewer Clean 8 foot Line at Heliotrope & Randolph (January 22, 2019)
085818		3/7/2019	Petty Cash	296.64	March 2019 to April 2019 Retainer: CDS Legal Services
085819		3/7/2019	Phoenix Group Information Systems	1,554.30	Petty Cash Reimbursement: -Meetings & Conference -USPS Certified Mailings
085820		3/7/2019	Preferred Benefit Insurance Administrators, Inc.	2,415.60	January 2019 Minimum Processing Fee: Parking Citations
085821		3/7/2019	Richards, Watson & Gershon	28,709.77	Dental & Vision Insurance: March 2019
085822		3/7/2019	Southern California Edison	7,221.46	Legal Services General December 2018 - January 2019
085823		3/7/2019	Staples Business Advantage	594.95	Legal Services: Maywood v. YMCA (Dec 2018 - Jan 2019)
085824		3/7/2019	Total Funds by Hasler	200.00	Legal Services City Manager Recruitment Advertisements (February 2019)
085825		3/7/2019	Twining	1,735.00	Various Locations 02-01-2019 to 03-01-2019 Office Equipment Postage Machine Materials Testing Slurry Seal Project

City of Maywood
Detail Warrants for Payment
Warrants No. 085778 to 085828

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085826		3/7/2019	U.S. Bank Corporate Payment System	2,195.18	Credit Card Expense
					-EduCode Conference
085827		3/7/2019	Xerox	355.72	-EvoGov Municipality Web Hosting
085828		3/7/2019	Xerox Financial Services	222.10	February 2019 Base Charge and Printing Fee
					Copier Lease: 02-15-2019 - 03-14-2019 Front Office
TOTAL:				\$537,237.51	

The following checks were requested and approved in prior warrant registers and are not included in the current warrant request total

**AGENDA REPORT**
CITY OF MAYWOOD

DATE: MARCH 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DON WAGNER, INTERIM CITY ADMINISTRATOR *DW*

BY: *DM* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: TO CONSIDER THE APPROVAL OF A LEGAL SERVICES AGREEMENT
BETWEEN RICHARDS, WATSON & GERSHON AND THE CITY OF
MAYWOOD

RECOMMENDATION

Staff recommends that the City Council approve the attached legal services agreement between Richards, Watson & Gershon ("RWG") and the City; and to authorize the Mayor to execute the agreement on behalf of the City.

FISCAL IMPACT

There is no fiscal impact associated to approving this agreement beyond what has already been appropriated and budgeted for the City Attorney.

BACKGROUND

On December 12, 2018, the resignation of the City's previous City Attorney Michael Montgomery became effective. Mr. Montgomery was hired by the City on January 13, 2016, although no formal procurement process was utilized in the selection of his firm.

In an effort to adhere to the City's procurement rules and to ensure fiscal responsibility and good governance, the City Council directed staff to issue a request for proposals ("RFP") to provide general counsel services to the City of Maywood on January 10, 2019. This procurement remained open until February 1, 2019.

At the date of closing, proposals were submitted by four law firms:

- Alvarez-Glasman & Colvin
- Casso & Sparks, LLP
- Cole Huber, LLP
- Richards, Watson & Gershon

On February 13, the City Council conducted interviews with the four RFP finalists. Upon completion of the interviews, the Interim City Administrator announced that the City Council appointed Richards, Watson & Gershon and Roxanne Diaz as the City Attorney on a 4-0 vote. Council member Medina was absent.

As per the RFP, attached is the legal services agreement provided by RWG which includes a compensation rate schedule in attachment A.

ATTACHMENT: PROPOSED LEGAL SERVICES AGREEMENT

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is made and entered into as of February 14, 2019, by and between the City of Maywood ("City"), a California Municipal Corporation, and the law firm of Richards, Watson & Gershon ("RWG"), A Professional Corporation. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Recitals.** This Agreement is made with respect to the following purposes and facts that each party agrees are true and correct:

A. On December 12, 2018, City retained RWG to provide Interim City Attorney Services;

B. The City now desires to retain RWG, having expertise in municipal law, to serve as the appointed City Attorney.

C. RWG is engaged in the business of furnishing expert legal services in municipal issues and is fully competent, authorized, and able to perform the legal services required under this Agreement.

D. RWG represents the firm has the knowledge, skills, resources, necessary licenses, and professional expertise to perform the services called for by this Agreement.

2. **Scope of Work.** RWG shall serve as City Attorney and shall perform all legal services for the City as directed by the City Council, except as provided in Section 6 with respect to matters in which RWG has a conflict under the Rules of Professional Conduct or California law. RWG shall at all times, without limitation, faithfully and competently perform all tasks described herein in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Legal services shall include the following:

A. Attendance at City Council meetings, and any other meeting directed by the City Administrator (hereafter "City Administrator" shall include the City Administrator or City Manager if the City's chief administrative officer is so designated, and also shall include that individual's designee), unless excused therefrom by the City Administrator;

B. Attendance at staff meetings when directed by the City Administrator;

C. Legal research and legal advice to the City Council, Planning Commission, other City commissions, various committees and sub-committees, the City Administrator and City Staff;

D. Preparation and review of ordinances, resolutions, and agreements as requested;

E. Representation of the City in non-adversarial administrative proceedings, legislative hearings and other intergovernmental matters;

F. Representation of the City and City officials and employees in claims and litigation filed by or against the City as requested;

G. Oversight of legal matters handled by outside counsel;

H. Legal services for entities created by the City Council;

I. Bond counsel, disclosure counsel and issuer counsel services in connection with the issuance of bonds or other obligations by the City, or any entity created by the City; and

J. Such other legal services as may be directed by the City Council or City Administrator from time to time.

3. **Term.** This Agreement shall commence on February 14, 2019 and shall continue in effect until terminated by the City or RWG. Upon this Agreement becoming effective after approval of City, the prior agreement captioned Legal Services Agreement, dated December 12, 2018, shall be deemed to be terminated by mutual agreement of City and RWG as of February 13, 2019, and thereafter their relationship shall be controlled by this Agreement. City or RWG may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party prior to termination of this Agreement. In the event of termination, RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist the City in transition to a new firm, and shall be compensated for such assistance at the rates provided for in this Agreement.

4. **Designation of City Attorney.** Roxanne Diaz shall be designated as City Attorney for the City, to serve at the will and pleasure of the City Council. Roxanne Diaz will be the RWG attorney with responsibility for providing legal services for the City, and will be the principal contact for the City, the City Council, and City staff. Other RWG attorneys, including Assistant City Attorneys, will be assigned by Roxanne Diaz, to work on legal matters for the City on an "as-needed" basis under her supervision.

5. **Compensation, Expenses and Billing.**

A. **Compensation Rates.** RWG shall be compensated for the performance of legal services in accordance with the compensation rate schedule for the City ("Compensation Rate Schedule"), attached to this Agreement as Exhibit A and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Rate Schedule shall apply to legal services performed for entities affiliated with the City that may be established. The Compensation Rate Schedule attached as Exhibit A shall remain in effect until amended by mutual agreement of the parties.

B. Adjustment in Rates by Change in CPI. Commencing July 1, 2020, and annually thereafter, the hourly rates set forth on Exhibit A shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Los Angeles County area). The calculation shall be made using the month of April over the month of April in the prior year. Any such annual adjustment that equals or exceeds four percent (4%), and any other adjustments in the rates, shall require prior written approval of the City Council. Should the Los Angeles County CPI cease to be published in its entirety or on a periodic basis ending on March 31, RWG and the City shall negotiate in good faith for a mutually acceptable alternative. Any other adjustments in RWG's rates shall require prior approval of the City Council.

C. Reimbursable Expenses and other Costs. RWG shall be compensated for the expenses and costs as set forth in the attached "Compensation Rate Schedule."

D. Billing. RWG shall provide to City a monthly invoice for services provided, time spent providing those services, and costs incurred in the form customarily supplied by RWG to public agency clients being billed on an hourly basis. City shall process and cause such invoices to be paid promptly and no later than within thirty (30) days of receipt of invoice.

6. Conflicts of Interest. RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of the City except with the consent of the City Administrator, City Council or as otherwise required by law. RWG shall notify the City Administrator or City Council, depending on the circumstances, of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved, City shall retain alternate legal counsel and RWG shall assist and cooperate with such legal counsel retained by the City on the matter for which the conflict arose.

7. Client Files.

A. At the conclusion of RWG's legal representation of the City, the original client files for the work performed under this Agreement for the City shall be made available to City. RWG will be entitled to make copies of the client files. City shall take possession of any and all original contracts, and other such important documents that may be in the client files and RWG shall have no further responsibility with regard to such documents.

B. If City does not take possession of client files at the conclusion of RWG's legal representation of the City, RWG shall store such client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send to City a notice, advising of RWG's intention to dispose of the client files. The City shall have sixty (60) days from the date of such notice to take possession of the client files. If City does not take possession of the client files during that time, City agrees that RWG may dispose of the client files without further notice.

C. This section shall survive the expiration of this Agreement.

8. **Insurance.**

A. **Coverage Levels.** RWG shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

1) General liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000);

2) Workers' compensation coverage in compliance with California law;

3) Professional liability coverage with a minimum limit of liability of Two Million Dollars (\$2,000,000.00) per claim and Four Million Dollars (\$4,000,000.00) in the aggregate. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by RWG which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per claim, without prior approval of the City Administrator;

B. All such policies of insurance specified above shall:

1) Except as to professional liability insurance, provide minimum thirty (30) days notice of cancellation by insurer, except in the event of non-payment of premium, in which case ten (10) days notice is to be provided;

2) Be maintained in full force and effect throughout the term of this Agreement; and

3) Be placed with insurance carriers with an A.M. Best rating of no less than A-:VII or otherwise acceptable to City.

9. **Independent Contractor.** No employment relationship is created by this Agreement. RWG shall be an independent contractor of City, except that at all times providing services under the Agreement, RWG's shareholders and employees shall be acting as public officials.

10. **General Provisions.**

A. **Non-Discrimination.** In the performance of this Agreement, RWG shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition.

B. **Assignment/Delegation.** This Agreement contemplates the personal professional services of RWG to City and neither this Agreement, nor any portion thereof, shall be assigned or delegated by either party without the prior written consent of both parties.

C. **Interpretation.** The following rules of legal construction shall apply:

1) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the substantive laws of the State of California.

2) The article and section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

D. Attorney's Fees. The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of or connected with the negotiation, drafting and execution of this Agreement.

E. Notices, etc. Any notice required to be given shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of Maywood
4319 E. Slauson Avenue
Maywood, California 90270
Attention: City Administrator

TO RWG:

Roxanne Diaz
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, invoices and other documents delivered under this Agreement shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

F. Signatories. Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

G. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

H. Modification of Agreement. This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and the City.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign below.

March 13, 2019, 2019


Mayor

Attest:


City Clerk

RICHARDS, WATSON & GERSHON
A Professional Corporation

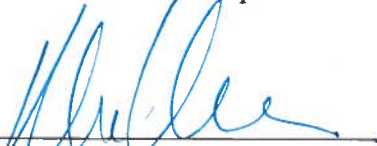

Kayser O. Sume
Chairman, Board of Directors

EXHIBIT A

RICHARDS, WATSON & GERSHON COMPENSATION RATE SCHEDULE FOR CITY OF MAYWOOD (EFFECTIVE FEBRUARY 14, 2019)

Legal services provided by Richards, Watson & Gershon ("RWG") to the City of Maywood ("City") shall be billed to, and compensated by, the City as follows:

A. General Services.

General Services shall be defined to include all legal services except those that are defined below as "Special Services," "Litigation Services," or "Bond Counsel Services" and shall include, without limitation: in-person attendance at all City Council meetings unless excused by the City Administrator, in-person attendance at other meetings at the designation of the City Administrator and other communications with staff. General Services shall be billed to, and compensated by, the City at a composite hourly rate of \$195 per hour for all attorneys for the first seventy-five (75) hours of General Services in a calendar month. General Services in excess of seventy-five (75) hours in a calendar month shall be billed to, and compensated by, the City at a composite hourly rate of \$225 per hour for all attorneys. The extent of RWG's onsite presence will be set and structured in consultation with the City Administrator.

B. Special Services.

Special Services shall be defined to include the following advisory (non-litigation) services for the City of Maywood: all advisory (non-litigation) services for labor and employment, environmental matters (such as air and water quality and hazardous material matters), specialized real estate services, public finance advisory services (excluding bond counsel and similar services defined below as Bond Counsel Services), and water and water rights advisory services. Special Services shall be billed to, and compensated by, the City at a composite hourly rate of \$275 per hour for all attorneys.

C. Litigation Services.

Litigation Services are defined as the representation of the City of Maywood in all aspects of the initiation, advancement, or defense of claims in litigation, arbitration, or mediation. Additionally, Litigation Services shall include representation of the City in administrative proceedings before other public agencies. Litigation Services shall be billed to, and compensated by, the City at a composite hourly rate of \$285 per hour for attorneys.

D. Bond Counsel Services.

Bond Counsel Services shall be defined as bond counsel, disclosure counsel, and issuer counsel services in connection with the issuance of bonds or other obligations by the City, or any entity formed or created by the City. Bond Counsel Services shall be billed to, and compensated by, the City as follows:

1. RWG shall charge a composite hourly rate for all attorneys of \$325 per hour for any of these services. The maximum total fee charged for an issuance shall not exceed an amount that the City Administrator deems fair and reasonable.

2. RWG's costs and expenses shall be paid in accordance with this Exhibit.
3. In the event the proceedings for issuance of the bonds are terminated before closing, RWG would expect to be paid for its services to the date of abandonment at the composite hourly rate set forth above, but the amount of that payment would not exceed an amount that the City Administrator deems fair and reasonable.
4. In the event the City forms, or is a member of, a joint powers agency that has the power to issue bonds or other obligations, RWG shall provide bond counsel, disclosure counsel, and issuer counsel services to the joint powers agency in connection with the issuance of bonds or other obligations. The compensation for Bond Counsel Services in connection with service to the joint powers agency shall be as specified in subsections (1) and (2) of this section unless there is a separate contract with the joint powers agency that provides a fee schedule or rate.

E. Paralegal Rates

Services performed by paralegals (including travel time incurred) shall be billed to, and compensated by, the City at a composite hourly rate of \$150 per hour in all substantive areas.

F. Adjustments

RWG proposes that commencing on July 1, 2020, and on each July 1 thereafter, the rates charged above automatically shall be increased by a percentage amount equal to the percentage increase in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers for the Los Angeles County area ("CPI") for the twelve-month period ending on the immediately prior March 31. However, the maximum CPI increase in any one year shall be capped at 4% unless RWG receives prior authorization from the City of Maywood. Should the Los Angeles County CPI cease to be published in its entirety or on a periodic basis ending on March 31, RWG and the City shall negotiate in good faith for a mutually acceptable alternative. Any other adjustments in RWG's rates shall require prior approval of the City Council.

G. Items Billed Separately

Mileage. RWG bills mileage at the standard rate established by the IRS for calculating the operating expenses of an automobile used for business purposes, which currently is .58 cents per mile.

Photocopying. Copies will be billed at five cents per page.

All other costs, including long distance telephone charges, messenger and delivery services, and legal research services will be charged at the rate of the Firm's actual out-of-pocket expense. The Firm will not charge for word processing and similar clerical tasks.



CITY COUNCIL STAFF REPORT

DATE: MARCH 13, 2019
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR
RE: CONSIDERATION OF BULKY ITEM PROGRAM PROCEDURES

BACKGROUND

Currently, residents set bulky items curbside any day of the week without calling the hauler for pickup. In addition to the hauler picking up bulky items on their scheduled day (Saturday), the practice of the City has been for Public Works to drive through the City and pick up all bulky items seen, 5 days per week. This has not only been an undue cost to the City, but also hasn't promoted the contracted program of Residents calling in for pickup for the bulky items to be scheduled for pickup on the following Saturday, and it has created an undesirable environment with items discarded on the streets on any given day of the week. Scheduled days are important so that the hauler is aware of where bulky items are out for pickup and can schedule the trucks accordingly. Bulky item pickup is the responsibility of the Hauler and should not be a financial burden of the City.

Currently, the Collector Agreement allows for 6 free bulky item pickups per year and up to 4 items per pickup for single and multi-family residential customers. On the November 13th conference call, CWR agreed to allow unlimited single and multi-family residential customer *scheduled* pickups with up to 4 items per pickup. The scheduled bulky item pickup day is Saturday. CWR will begin advertising the program in the Newsletter.

DISCUSSION

The City's Environmental Consultant, Sue Contreras of Municipal Waste Solutions, recommends that Public Works stops the pickup of Bulky Items and the City begin educating residents, in addition to the hauler newsletters and the website, by instructing Code Enforcement to put a short term, possibly 3 months, concentrated effort towards this with the issuance of warning notices to customers that put bulky items out more than 24 hours in advance of the scheduled bulky item pickup day as well as to customers that put items out but have not called the hauler to schedule the pickup, followed by a citation if the

warning notice is not complied with. CWR will work closely with Code Enforcement to advise them of non-scheduled items. Any additional recommendation to ensure that the community is aware of the new procedure policy, is for additional education by placing orange door hangers at each residentially served property.

If these procedures are approved, it will be imperative to orchestrate this effort with the proper timing as follows:

1. Advertise: Hauler Newsletter & City Website;
2. Advertise: Print & place Door Hangers;
3. Public Works stops bulky item pick up simultaneous with Code Enforcement warning notices/citations and CWR maintain Saturday Bulky Item up.

PROS & CONS

The long term pro is to restore order with bulky items only being on the street on Friday night/Saturday mornings; being able to identify properties in violation of the procedure; reduced illegal dumping; less truck traffic-wear and tear & pollution on the streets.

The con of this program is that for the short term, there will be initial ongoing non-compliance creating an undesirable environment with bulky items not getting picked up and additional work for code enforcement to ensure that each offender is served a notice to bring the bulky items back in until they call to schedule a pick up and a following citation for non-compliance.

ACTION

The requested action is for the City Council to adopt the Bulky Item Program Procedures or recommend an alternative solution.



ITEM No. 7

AGENDA REPORT
CITY OF MAYWOOD

DATE: MARCH 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DON WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: TO CONSIDER ENTERING INTO A PROMOTIONAL DISCOUNT AGREEMENT WITH RING, LLC, TO PROVIDE A DISCOUNT FOR RESIDENTS WHO WISH TO PURCHASE RESIDENTIAL SECURITY EQUIPMENT AND AUTHORIZE FUNDING FOR THE REQUIRED MATCH FOR EACH SECURITY SYSTEM

RECOMMENDATION

Staff recommends that the City Council considers entering into a promotional discount agreement with Ring, LLC, which will provide a discount for residents who wish to purchase residential security equipment, to enhance safety and security within the community and authorize funding in an amount determined by the Council to fulfill a required fifty dollar match for each security system.

FISCAL IMPACT

Per the promotional agreement, the City will match a fifty dollar (\$50) discount provided by Ring per resident who purchases security cameras, video doorbells and alarm equipment. Further, it is suggested that the City provides a minimum ten thousand dollar (\$10,000) investment to provide a subsidy to 200 residents.

BACKGROUND

Ring manufactures a range of home security products that incorporate outdoor motion based cameras and doorbells, such as the Ring Video Doorbell. The Ring Video Doorbell is a smart doorbell device that allows users to monitor and operate their front, back and garage doors remotely. When the doorbell is pressed, the Ring application

The Ring Video Doorbell and Security Cameras sends the user instant alerts via cellphone whenever motion is detected. It further allows the sharing of video with neighbors and local law enforcement, allowing for a cooperative effort to reduce crime. In 2016, Ring partnered with Los Angeles Police Department and installed Ring Video Doorbells on 10 percent of homes in Wilshire Park, California. The LAPD's data showed that there was a 55 percent (55%) decrease in break-ins within the first six (6) months of the doorbells being installed. In addition to break-in prevention, Ring products have been cited as aiding the police in identifying perpetrators.

DISCUSSION

If the City Council decides to collaborate with Ring to establish a promotional discount program, the contribution cap must first be determined. To provide a one hundred dollar (\$100) discount per resident, the City will be required to provide a fifty dollar (\$50) match to the Ring discount. Although it is suggested that the City provides a minimum of two hundred (200) such subsidies; the City may provide more or fewer at its discretion. The promotional discount will be provided on a first-come-first-served basis.

The promotional period will expire forty-five (45) days after the commencement of the promotion, or when the contribution cap is reached; whichever occurs first. The City will agree to make reasonable efforts to promote the program on its website and social media platforms. Ring will provide marketing support and materials for the City to distribute to the residents, such as brochures and flyers.

ATTACHMENT 1: Ring Promotional Brochure

ATTACHMENT 2: Proposed Promotional Discount Agreement



Ring wants to help reduce crime in your city!

Ring is excited to propose a solution to help prevent residential burglaries and assist in the investigation of crimes in your community.

Overview

In an effort to reduce local crime and make our neighborhoods safer, Ring has successfully partnered with cities nationwide to implement a home security subsidy program. The subsidy program incentivizes residents to purchase Ring devices at a discounted price, so we can make smart home security accessible to everyone.

About Ring

Ring is on a mission to reduce crime in neighborhoods. Ring Video Doorbells and Security Cameras send you instant alerts on your phone whenever motion is detected. You can see, hear and speak to people on your property from anywhere. If you catch something suspicious, Ring also lets you share the videos with neighbors and local law enforcement, so you can work together to reduce local crime.

Program Details

Ring will give residents \$50 off any Ring Video Doorbell or Security Camera, and the city will match that offer with a \$50 subsidy. Together, we can offer a \$100 discount on Ring products to help residents protect their homes and reduce crime in their neighborhoods. All programs are custom to each location. A minimum investment of \$10,000 from the city, which covers 200 households, is suggested.

Ring allows residents to work together with neighbors and local law enforcement to reduce crime in neighborhoods, so we can help make our communities safer for all.

For more information on how to get started, please contact:

██████████ National Events Manager
████████████████████
████████████████████

ring

PROMOTIONAL DISCOUNT AGREEMENT

This Promotional Discount Agreement ("Agreement") is made and entered into as of March 13, 2019, 2019 by and between the City of Maywood, a California municipal corporation ("City") and Ring LLC, a Delaware limited liability company ("Ring"). City and Ring are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Ring produces security cameras, video doorbells and alarm systems for residential use which link smartphone users to their devices.

WHEREAS, with this technology, the homeowner has the capability to see, hear and speak to visitors through their smartphones, tablets or desktops.

WHEREAS, the City desires to collaborate with Ring to establish a promotional discount program whereby City residents can purchase Ring's security cameras, video doorbells and alarm systems for use at residences within the City at a discounted price to enhance security and safety in the community.

WHEREAS, the promotional discount program will be operated on a first-come-first-served basis.

WHEREAS, the City finds that the dedication of public funds under this Agreement will serve the safety of City residents, an issue of important public purpose.

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:

1. **Recitals are Part of Agreement.** The preceding Recitals are part of this Agreement.
2. **Ring Obligations.** Ring agrees to do the following in furtherance of this Agreement:
 - a. Ring will collaborate with the City on the distribution and marketing of the [Ring Video Doorbell 2, Ring Video Doorbell Pro, Ring Spotlight Cam Wired, Ring Spotlight Cam Battery, Ring Floodlight Cam, Ring Alarm, Ring Spotlight Cam Solar, Ring Stick Up Cam Wired and Ring Stick Up Cam Battery] (each, a "Product" and collectively, the "Products") to residents of City ("Residents").

- b. During the Promotional Period (as defined below), Ring will directly provide 200 unique promotional codes ("Promotional Codes") to Residents with a One Hundred Dollar (\$100.00) discount off the sales price for one (1) of the Products at checkout.

Each Resident is entitled to only one Promotional Code. Each Promotional Code may only be used once per household. Only codes sent to the resident through Ring communications channels will be valid. Promotional Codes shall only be redeemable for Products being sold at full price, and may not be redeemed for Products that are on sale or are otherwise being offered at a discount. Promotional Codes may not be combined with any other offer.

- c. During the Promotional Period, the Promotional Code may be redeemed for (i) a discount of [xx] Dollars (\$xx) per product to apply towards the purchase of any additional Products with a limit of [xx] additional Products per checkout and (ii) a [xx] percent (xx%) discount towards any accessory listed on the company's website with a limit of [xx] accessories at checkout. Such discounts shall only be redeemable for Products being sold at full price, and may not be redeemed for Products that are on sale or are otherwise being offered at a discount.
- d. Ring will fulfill orders for Products when Residents provide information and payment required using the information required for Ring to complete delivery of the Product (including name, address, email address, etc.). Standard delivery shall be in accordance with Ring's then-existing shipping policies. Ring will use commercially reasonable efforts to ship the Products within three (3) business days from date the order was placed.
- e. Ring will provide product and user support to Residents who purchase Products, including warranty for the security device(s) and, if the resident chooses to, the option to hire someone to install the device(s). These options will be provided at checkout at the user's expense.
- f. Ring will provide marketing support and materials for City to distribute to Residents, such as brochures and flyers.
- g. Ring shall contribute Fifty Dollars (\$50.00) of the One Hundred Dollar (\$100.00) discount specified in section 2.b above.
- h. Within thirty days after the end of the Promotional Period, Ring will provide the City with an accounting statement (the "Accounting Statement") setting forth the number of Products purchased using the Promotional Code during the Promotional Period and such other information reasonably requested by City to enable the Parties to

determine the City's required City contribution amount, as specified in Section 3.a below.

3. **City Obligations.** The City agrees to do the following in furtherance of this Agreement:
 - a. Within thirty (30) days of its receipt of the Accounting Statement from Ring, City shall pay Ring an amount equal to Fifty Dollars (\$50.00) of the One Hundred Dollar (\$100.00) discount specified in section 2.b above for the first Product sold to each Resident household during the Promotional Period using a Promotional Code. No other Product is eligible for a City contribution. The maximum contribution payable by the City to Ring under this Agreement shall not exceed Ten Thousand Dollars and no cents (\$10,000) (the "Contribution Cap").
 - b. During the Promotional Period, the City agrees to make reasonable efforts to promote the program provided in this Agreement on the City's website, social media platforms, such as Facebook and Twitter; issue press release(s), and/or have brochures and flyers available at City Hall for the public. The Parties shall agree to a joint press release to be mutually agreed upon by the Parties. The City agrees it shall not issue any press release related to the program without Ring's prior written consent. All press releases issued by the City shall be made available to the public on the City's website, social media platform, or other platform as approved by Ring.
4. **Promotional Period.** The "Promotional Period" shall commence on a date mutually agreed by the Parties and shall expire upon the earlier of the following:
 - a. Forty-five (45) days after the commencement of the Promotional Period; or
 - b. The Contribution Cap has been reached.
5. **Termination.** Each of the City and Ring reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of the non-terminating party, the period of notice may be such shorter time as may be determined by the terminating party.
6. **Indemnification.**

Ring shall indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers from and against any third party claims, allegations, lawsuits, proceedings, losses, liabilities, damages, judgments, settlements costs or expenses, arising out of Ring's negligence or willful misconduct in connection with performance of this Agreement.

The City shall indemnify, defend and hold harmless Ring, its officers and employees from and against any third party claims, allegations, lawsuits, proceedings, losses, liabilities, damages, judgments, settlements costs or expenses, arising out of City's negligence or willful misconduct in connection with performance of this Agreement.

7. **Limitation of Liability.** In no event will (a) either Party be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability and (b) either Party's aggregate liability for damages or indemnification under this Agreement exceed the Contribution Cap.
8. **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Ring, 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 Ring's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Ring 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. Ring 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 Ring in its business or otherwise or a joint venturer or a member of any joint enterprise with Ring.
9. **Governing 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 Ring 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 the County of Los Angeles, State of California.
10. **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 sent by email, in the case of the City, to the City Attorney, rdiaz@rwglaw.com and in the case of Ring, to August Cziment at a@ring.com and legal@ring.com. Either party may change its email address by notifying the other party of such change.

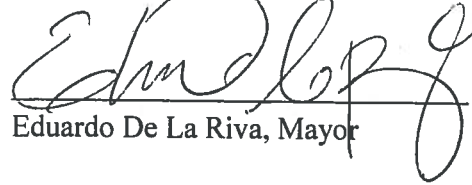
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
12. **Integration; Amendment.** This Agreement is the entire, complete and exclusive expression of the understanding 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 Ring and by the City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
13. **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.
14. **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) that 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]

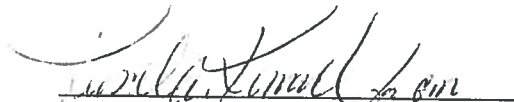
COPY

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

CITY OF MAYWOOD:


Eduardo De La Riva, Mayor

ATTEST:

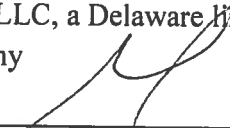

City Clerk of the City of Maywood

APPROVED AS TO FORM:


City Attorney of the City of Maywood

RING:

RING LLC, a Delaware limited liability company

By: 

Name: Mel Tang
Title: VP

Address: 1523 26th Street, Santa Monica CA
90404



AGENDA **8**
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 13, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: DISCUSSION AND CONSIDERATION OF APPROVAL OF AN AGENCY TO AGENCY CONFIDENTIALITY AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO WAIVE THE ATTORNEY CLIENT PRIVILEGE FOR CERTAIN RECORDS

RECOMMENDATION

The City Council approve the entering into an Agency to Agency Confidentiality Agreement with the Los Angeles County District Attorney's Office and waive the attorney client privilege for the records described in the agreement.

FISCAL IMPACT

There is no fiscal impact.

LEGAL REVIEW

The City Attorney drafted this report.

BACKGROUND

On November 14, 2018, the City Council entered into an Agency to Agency Confidentiality Agreement with the Los Angeles County District Attorney's Office and waived the attorney client privilege with respect to certain public records seized from the City on February 8, 2018. The District Attorney is again

requesting that the City sign a new agreement and waive the attorney privilege for certain electronically stored information of the former City Attorney Michael Montgomery.

DISCUSSION

The City has been cooperating with the District Attorney's office with respect to their requests for public records and disclosure of information. The District Attorney contacted the City Attorney requesting that the City enter into an Agency to Agency Confidentiality Agreement and waive the attorney client privilege for certain electronically stored information seized from former City Attorney Michael Montgomery's cell phone and email provider to the extent those records contain attorney client communications. This is similar to the request made in November 2018, wherein the City agreed to execute the agreement and waive the attorney-client privilege. A copy of the proposed agreement is attached.

ATTACHMENT(S)

Attachment No. 1 - Agency to Agency Confidentiality Agreement



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
PUBLIC INTEGRITY DIVISION

JACKIE LACEY • District Attorney
 JOHN K. SPILLANE • Chief Deputy District Attorney
 JOSEPH P. ESPOSITO • Assistant District Attorney

SCOTT K. GOODWIN • Director

AGENCY TO AGENCY CONFIDENTIALITY AGREEMENT
CALIFORNIA GOVERNMENT CODE § 6254.5(e)

The City of Maywood, as the holder of the attorney-client privilege, has authorized the Los Angeles County District Attorney's Office to access and review the following documents, records, or things, pursuant to an agreement below to treat these records as confidential within the meaning of Government Code § 6254.5(e).

- Electronically stored information (ESI) seized from former City Attorney Michael Montgomery's cell phone and email provider, by the Los Angeles County District Attorney's Office, Bureau of Investigation, that may contain attorney-client privileged communications, to the extent these items contain communications related to the City of Maywood, or with Maywood public officials, staff, employees, and/or vendors.

The Los Angeles County District Attorney's Office agrees to treat these materials as confidential within the meaning of California Government Code § 6254.5(e). These materials shall only be used for purposes which are consistent with existing law.

City of Maywood

L.A. County District Attorney's Office

Date: 3/13/19

Date: _____

Signature: Edmund R. [Signature]

Signature: _____

Title: Mayor

Title: _____



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 13, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: OFELIA MANCERA, DIRECTOR OF FINANCE

SUBJECT: A RESOLUTION OF THE CITY OF MAYWOOD DECLARING SURPLUS PROPERTY AND AUTHORIZING THOSE ITEMS FOR DISPOSAL

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution declaring obsolete electronic equipment as surplus and authorizing its disposal.

FISCAL IMPACT

There is no fiscal impact in adopting this resolution.

BACKGROUND

The attached equipment list represents obsolete, or damaged items, primarily from the Parking enforcement Department and former City Police Department. This list includes cell phones, cell phone accessories, laptop accessories, citation machines, cash registers and printers that are discontinued and not compatible with current technology. All items proposed for disposal are considered E-waste by our IT provider and will be recycled as such. The objective of this resolution is to free up storage space, reduce clutter and to restore inventory to manageable levels.

ATTACHMENT(S)

Attachment No.1 - Resolution No. 6018

Attachment No. 2 – Inventory of Surplus Property

Attachment No. 3 – Pictures of Surplus Property

RESOLUTION NO. 6018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSAL THEREOF

WHEREAS, there is certain City property such as telephones and computer equipment as is more fully described in Exhibit A, which are obsolete, no longer functional and have no value;

WHEREAS, the City Council desires to deem this property surplus and authorize staff to properly dispose of such property;

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

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

Section 2. The property set forth in Exhibit A attached to this Resolution is hereby declared obsolete and of no value and therefore is declared surplus personal property of the City ("Surplus Property").

Section 3. The City Manager or his designee is hereby authorized to dispose of the Surplus Property in any manner deemed appropriate by the City Manager.

Section 4. This Resolution shall be effective immediately upon its passage and approval.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

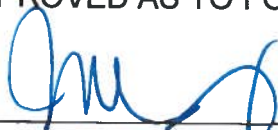
PASSED, APPROVED AND ADOPTED this 13th day of March 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6018 was adopted at a regular meeting of the City Council of the City of Maywood held on the 13th day of March, 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:


Gerardo Mayagoitia, City Clerk

INVENTORY OF SURPLUS PROPERTY

OBsolete Laptop Internet Accessories

Description	Style/Model	Carrier	Comments	ESN/SN/HEX NUMBER
Laptop Connect Internet Cards	Sierra Wireless	AT&T		154282
Laptop Connect Internet Cards	Sierra Wireless	AT&T		154696
Laptop Connect Internet Cards	Sierra Wireless	AT&T		154530
Laptop Connect Internet Cards	Sierra Wireless	AT&T		135935
Laptop Connect Internet Cards	Sierra Wireless	AT&T		156824
Laptop Connect Internet Cards	Sierra Wireless	AT&T		123204
Laptop Connect Internet Cards	Sierra Wireless	AT&T		156741
Laptop Connect Internet Cards	Sierra Wireless	AT&T		157756
Laptop Connect Internet Cards	Sierra Wireless	AT&T		154654
Laptop Connect Internet Cards	Sierra Wireless	AT&T		154670
Laptop Connect Internet Cards	Sierra Wireless	AT&T		617514
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	006
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0014
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0030
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0055
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0063
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0089
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0097
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0098
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	0105
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	9917
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	9925
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	9933
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	9941
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	9958
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	9966
SD Cards	3G	AT&T	Activation Cards FOR Internet Access (NEW)	9974
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	1217
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7639

Description	Style/Model	Carrier	Comments	ESN/SN/HEX NUMBER
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7647
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7654
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7662
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7670
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7761
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7678
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7696
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7704
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7712
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7720
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7738
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7746
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7753
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7670
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7779
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7787
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7795
SD Cards	3G	AT&T	Activation Cards (USED) for Internet Access	7803

OBSOLETE OR DAMAGED CELL PHONE INVENTORY LIST

ITEM DESCRIPTION	BRAND NAME	STYLE NUMBER	COMPANY CARRIER	ID NUMBER (ESN/SN/HEX #)	SIM CARD
Cell Phone	BlackBerry	8330	Verizon	76819	NO
Cell Phone	BlackBerry	8330	Verizon	423175	NO
Cell Phone	BlackBerry	8330	Verizon	423219	NO
Cell Phone	BlackBerry	8330	Verizon	423220	NO
Cell Phone	BlackBerry	8330	Verizon	423256	NO
Cell Phone	BlackBerry	8330	Verizon	676158	NO
Cell Phone	BlackBerry	8330	Verizon	770250	NO
Cell Phone	BlackBerry	8330	Verizon	827971	NO
Cell Phone	BlackBerry	8330	Verizon	D01CE7	NO
Cell Phone	BlackBerry	8703	Verizon	580040	NO
Cell Phone	BlackBerry	8703	Verizon	580236	NO
Cell Phone	BlackBerry	8703	Verizon	580237	NO
Cell Phone	BlackBerry	8703	Verizon	580494	NO
Cell Phone	BlackBerry	8703	Verizon	580638	NO
Cell Phone	BlackBerry	8703	Verizon	590121	NO
Cell Phone	LG	VX5500	Verizon	603659	NO
Cell Phone	LG	VX5500	Verizon	677516	NO
Cell Phone	LG	VX5500	Verizon	677872	NO
Cell Phone	LG	VX3450L	Verizon	15B7EB7F	NO
Cell Phone	LG	VX3450L	Verizon	15B7EEC1	NO
Cell Phone	LG	VX3450L	Verizon	15B7EECB	NO
Cell Phone	LG	VX3450L	Verizon	15B7EF6F	NO
Cell Phone	LG	VX3450L	Verizon	15B7EF93	NO
Cell Phone	LG	VX3450L	Verizon	15B7EEB5	NO
Cell Phone	LG	VX3450L	Verizon	15B7EF97	NO
Cell Phone	LG	VX3450L	Verizon	15B7EB91	NO
Cell Phone	LG	VX3450L	Verizon	15B7EED1	NO
Cell Phone	LG	VX3450L	Verizon	15B7EB6D	NO
Cell Phone	LG	VX3450L	Verizon	15B7EF6C	NO

ITEM DESCRIPTION	BRAND NAME	STYLE NUMBER	COMPANY CARRIER	ID NUMBER (ESN/SN/HEX #)	SIM CARD
Cell Phone	LG	VX3450L	Verizon	15B7EBA2	NO
Cell Phone	Motorola	V325Xi	Verizon	DC4456D6	NO
Cell Phone	Motorola	90c	Nextel	CCTK20	YES
Cell Phone	Motorola	90c	Nextel	DC5708	YES
Cell Phone	Motorola	90c	Nextel	CY1V4N	YES
Cell Phone	Motorola	i530	Nextel	TFY8RZD	NO
Cell Phone	Motorola	i530	Nextel	UFJNH65	NO
Cell Phone	Motorola	i530	Nextel	VFJNCHG	NO
Cell Phone	Motorola	i530	Nextel	EFAH5V4	NO
Cell Phone	Motorola	i530	Nextel	UFJNHGL	NO
Cell Phone	Motorola	i530	Nextel	UFL43MW	NO
Cell Phone	Motorola	i530	Nextel	UFL44HB	NO
Cell Phone	Motorola	710	Nextel	VEN65J2	YES
Cell Phone	Motorola	710	Nextel	VEN9DFM	YES
Cell Phone	Motorola	730	Nextel	EG772L	YES
Cell Phone	Motorola	730	Nextel	EC5QF6	YES
Cell Phone	Motorola	i205	Nextel	FQ5WQX	YES
Cell Phone	Motorola	500plu	Nextel	AAG8QH0	NO
Cell Phone	Motorola	700plus	Nextel	AAU3G2B	NO
Cell Phone	Motorola	830	Nextel	VFE2BCQ	YES
Cell Phone	HTC	HTC	AT&T	8492	NO
Cell Phone	NOKIA	NOKIA	AT&T	271201	NO
Cell Phone	NOKIA	NOKIA	AT&T	146757	NO
Office Phone	Nortel Network	Nortel	UNKNOW	JAAA	NO
Phone Accessories	Phone Case Belt Clip			12 total	

OBSOLETE MISCELLANEOUS ELECTRONIC EQUIPMENT INVENTORY

ITEM NAME	HOW MANY?	DESCRIPTION
CPU/Ethernet Cable Port	3	Mother Board Computer Processor
Citation Ticket Machine	5	AutoCITE
Citation Ticket Machine	1	X3
Citation Charger	2	machine only
Mini CD's	4	ID theft reference manual
VHS CASET	1	
Computer	1	ID #2U22D
Printer	1	HP P3005dn
Printer	1	DELL 2330dn
Printer	1	DELL 2130cn
Printer	1	DELL 1355cnw
Printer	1	Color Laser Jet Pro M452dn
Pinter Tray #3	1	
Printer	1	Brother HL-5240
Fax Machine	1	Superg3/33.6 Laser Fax
Currency Detector	1	SLD-16
Cash Register	1	SAM4s
Cash Register	1	Samsung ER-5140
Cash Register	1	SHARP
Calculator	1	Canon CP1200D
HeatSeal	1	GBC Heat Seal H212
Recorder	1	Marantz Professional
Personal Listening System	2	Telex SoundMate

PICTURES OF SURPLUS PROPERTY

1530 Moto / 7 total



TRUSTED SEAL

i530 Motorola / 7 CELL PHONES IN TOTAL

ITEM DESCRIPTION	Cell Phone	Motorola	i530	Nextel	ID NUMBER	
	Cell Phone	Motorola	i530	Nextel	TFY8RZD	
	Cell Phone	Motorola	i530	Nextel	UFJNH65	NO
	Cell Phone	Motorola	i530	Nextel	VFJNCHG	NO



23

30

May 2019	June 2019	July 2019
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

VERIZON LG/ 13 CELL PHONES IN TOTAL

Item	Model Number	Company Carrier	ID NUMBER	SIM CARD
Case	LG	Verizon	1537E47	NO
Phone	VX3450L	Verizon	15L E C1	NO
			15B7EECB	NO

Verizon LG



22/343 2.

30

June 20
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2 3 4 5 6 7
9 10 11 12 13 14
16 17 18 19 20 21 22
23 24 25 26 27 28 29



Hefty 18

TRUSTED
SEAL

BlackBerry 8703

BLACKBERRY 8703/ 6 CELL PHONES TOTAL

ITEM DESCRIPTION	BRAND NAME	STYLE NUMBER	COMPANY CARRIER	ID NUMBER	
Cell Phone	BlackBerry	8703	Verizon	580236	NO
Cell Phone	BlackBerry	8703	Verizon		NO

June 2019
W T F S

July 2019
S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30 31

August 2019
S M T W T F S
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11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31

Sep
S M
1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30

BLACKBERRY 8330/ 9 CELL PHONES IN TOTAL

ITEM DESCRIPTION	BRAND NAME	STYLE NUMBER	COMPANY CARRIER	ID NUMBER	SIM CARD
BlackBerry	BlackBerry	8330	Verizon	76819	NO
BlackBerry	BlackBerry	8330	Verizon	423175	NO

BlackBerry 8330

STORAGE

September 2019
S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

June 2019
T W T F S
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30



GLAD
 1-835-7...
 Wednesday 2/363 3 Thursday 3/362 4 Friday 4/361 5
 i90c Motorola / 3 total
 i710 Motorola / 2 total

i90c MOTOROLA/i710 MOTOROLA/5 PHONE
TOTAL

ITEM DESCRIPTION	BRAND NAME	STYLE NUMBER	COMPANY CARRIER	ID NUMBER	SIM CARD
Cell Phone	Motorola	90c	Nextel	CCTK20	YES
Cell Phone	Motorola	90c	Nextel	DC5708	YES



June 2019	July 2019	August 2019	September 2019	October 2019	November
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W
1	1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7	1 2 3 4 5	3 4 5
2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12	10 11
9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19	17
	21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26	
	28 29 30 31			27 28 29 30 31	

SDCards New/Use CONNECTION EQUIPMENT

SDCards New/Use

CONNECTION EQUIPMENT

Laptop Connect Cards	Sierra Wireless	AT&T	154282
Laptop Connect Cards	Sierra Wireless	AT&T	154696
Laptop Connect Cards	Sierra Wireless	AT&T	154580

Hefty®

TRUSTED SEAL



0058.84
GLOBAL COMPACTIBILITY

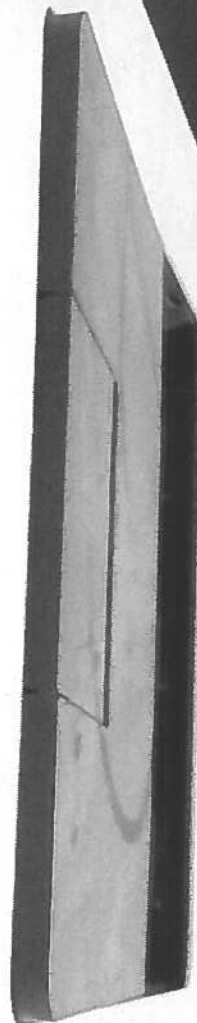
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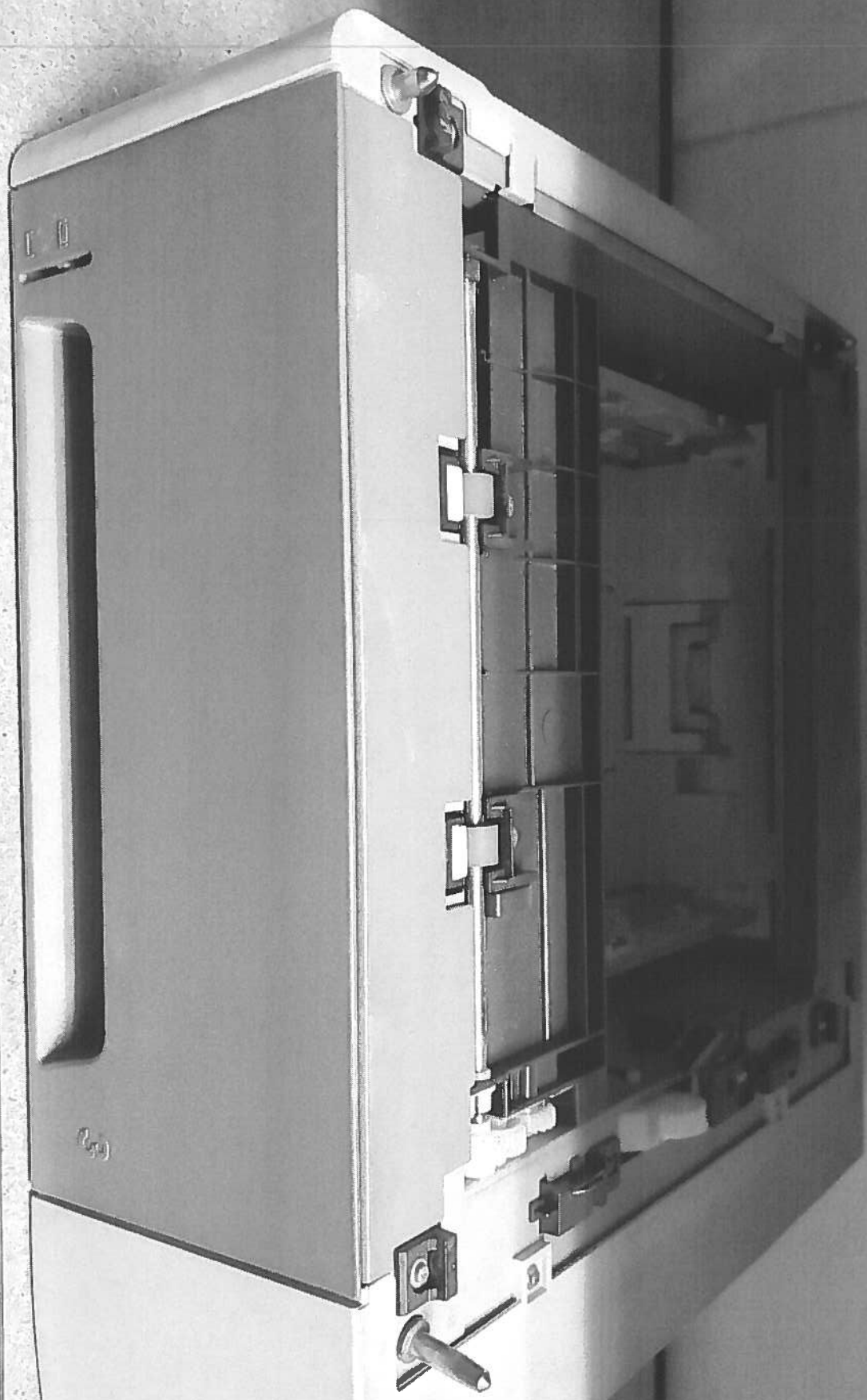
AutoCITE

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Color LaserJet Pro M452dn







SAMSUNG

CASH ONLY

Vehicle Release
Police Reports
MTA Bus Pass
Vehicle Corrections
Yard Sale Permits
Park Activities
Copies



PLU RPT AMOUNT

RCPT VALID VOID TAX DT DU T 2 3 CLERK
OFF SHIFT CAN

ER-5140
ELECTRONIC CASH REGISTER

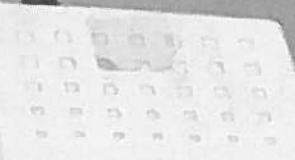
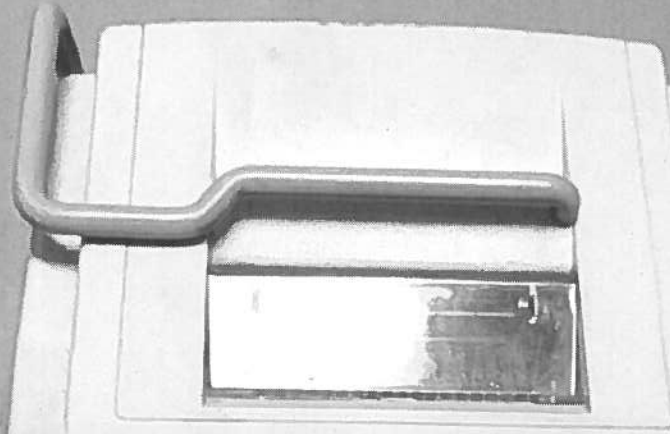
JENSEN SYSTEMS
CASH REGISTERS & SYSTEMS
SALES • SERVICE • SUPPLIES
(818) 362-8892



CASH REGISTER NO. 2







Canon
CP1200D
12 2

DECIMAL ROUNDING GT ITEM PRINT

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AGENDA 10
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 13, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

RE: RESOLUTION DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR/CITY MANAGER TO ENTER INTO AND EXECUTE COVENANTS AND AGREEMENTS FOR RIVERFRONT PARK WITH THE DEPARTMENT OF TOXIC SUBSTANCES AND CONTROL AND THE US ENVIRONMENTAL PROTECTION AGENCY

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution Delegating Authority to and Authorizing the City Administrator and/or City Manager the Authority to enter into and execute covenants and contracts for Riverfront Park with the California Department of Toxic Substances and Control and the US Environmental Protection Agency for Riverfront Park.

FISCAL IMPACT

There is no monetary impact with adopting the Resolution. The City, however, will be responsible for oversight costs for any future covenant or restrictions.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The City is the owner of Riverfront Park. As part of the remediation that has occurred on the site, the California Department of Toxic Substances and Control ("DTSC") and the US Environmental Protection Agency ("EPA") will require the City to enter into land use covenants and/or contracts that will limit certain uses at the park and/or place restrictions on the park. EPA and DTSC desire that the City adopt a resolution that authorizes the City Administrator/City Manager to execute those covenants and/or contracts.

DISCUSSION

EPA and DTSC requested Staff to bring forward a resolution that authorizes the City Administrator/City Manager to enter into and execute any land use covenants and restrictions and/or agreements necessary for Riverfront Park as it relates to the remediation that has occurred. The proposed resolution, which is a form from EPA, states that EPA and DTSC have determined that certain restrictions on use are necessary to ensure the protection of the public health and safety for use of Riverside park in perpetuity and that the City Council authorizes and delegates to the City Administrator/City Manager the ability to enter into and execute those agreements. The EPA is currently drafting the land use covenant for the City's review and approval. We understand that the covenant will restrict disturbance of the land where a liner was installed as well as prevent digging in certain areas of the park.

ATTACHMENT(S)

Attachment No. 1 – Resolution No. 6019

RESOLUTION NO. 6019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
DELEGATING TO THE CITY ADMINISTRATOR AND/OR CITY MANAGER
THE AUTHORITY TO ENTER INTO AND TO EXECUTE COVENANTS
AND CONTRACTS FOR RIVERFRONT PARK WITH THE CALIFORNIA
DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND WITH THE
U.S. ENVIRONMENTAL PROTECTION AGENCY, AND AUTHORIZING
SUCH COVENANTS AND CONTRACTS**

WHEREAS, the City of Maywood is a general law city incorporated in California,
and

WHEREAS, the City of Maywood is the successor agency to the Maywood
Community Development Commission, and

WHEREAS, the City of Maywood accepted a quit-claim deed recorded as
document 20181145058 in the Los Angeles County Recorder's office, and

WHEREAS, by such quit-claim deed, the City of Maywood is now the sole owner
of all portions of the City of Maywood Riverfront Park located at 5000 Slauson Avenue,
and

WHEREAS, the City Council of the City of Maywood determines and declares
that it may enter into agreements with State and Federal agencies for 2019 and
subsequent years as necessary, and

WHEREAS, the City Council of the City of Maywood may take any actions that it
determines are necessary and that are consistent with State and federal laws to remedy
or remove a release of hazardous substances on, under, or from a property located in
the Riverfront Park, and

WHEREAS, to address contamination from the Pemaco site listed on the
National Priorities List, the U.S. Environmental Protection Agency ("EPA") and the
Department of Toxic Substances and Control ("DTSC") have been working with the City
of Maywood to address contamination from the Pemaco site and other hazardous
substance release sites, and have assisted the City of Maywood in creating Riverfront
Park, and

WHEREAS, U.S. EPA and DTSC have determined that certain restrictions on
use are necessary to ensure protection of the public health and safety for use of the
Riverside Park in perpetuity,

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

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

Section 2. The City of Maywood delegates to and authorizes the Interim City Administrator or City Manager to enter into and execute Environmental Restrictions and Land Use Covenants and related contracts between the City of Maywood and the California Department of Toxic Substances Control ("DTSC") and/or the U.S. EPA regarding Riverfront Park, subject to the terms and conditions as set forth therein. As Owner and Covenantor, the City of Maywood will be responsible for DTSC oversight costs for the covenant/restrictions in perpetuity unless DTSC authorizes the termination of such Covenant.

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

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

PASSED, APPROVED AND ADOPTED this 13th day of March 2019.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

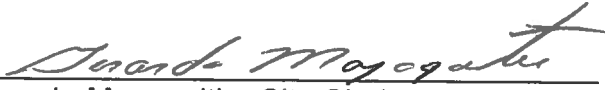
I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6019 was adopted at a regular meeting of the City Council of the City of Maywood held on the 13th day of March 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:



Gerardo Mayagoitia, City Clerk
