



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 27, 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)

Certificates to Maywood Academy HS Students for Girls' Basketball Championship

Eco-Rapid Transit Presentation

PUBLIC HEARING

CONSENT CALENDAR

1. Minutes for 03/13/19 City Council Meeting.
2. Resolution No. 6020 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants and Payroll.
3. Receive and file revenue report for February 2019.

DISCUSSION/ACTION ITEMS

4. Authorize the use of the Maywood Park Baseball Field by the South-East Rio Vista YMCA and the Dodgers RBI program and waive all associated user fees.
5. City Council appointment of two Maywood Planning Commissioners to serve as a member and an alternate on the Eco-Rapid Transit Board.
6. Discussion and possible action regarding the co-hosting of an Earth Day event with East Yard Communities for Environment Justice at Riverfront Park on April 13, 2019.
7. Approve a countywide Household Hazardous Waste Collection Program Siting Liability Agreement with the County of Los Angeles and the County Sanitation District No. 2 of Los Angeles County and authorize the Interim City Administrator to execute said agreement.

8. Adopt a Resolution authorizing the destruction of obsolete documents.
9. Obtain authorization to advertise a Request for Proposals (RFP) for a Maywood Bicycle Master Plan.
10. Approve the Gateway Cities Atlantic Avenue/Boulevard Corridor Study Implementation Agreement and approve the payment of \$12,646.48.
11. Amend the Professional Services Agreement for sewer system hydraulic modeling professional services with Psomas to add additional services and increase the total compensation by \$100,900.00.
12. Deed Restriction for Maywood Park to the Los Angeles County Regional Park and Open Space District for Grant No. 58G2-98-0755.
13. Deed Restriction for Pixley Park to the Los Angeles County Regional Park and Open Space District for Grant 58M1-14-2375.
14. Deed Restriction for Riverfront Park to the Los Angeles County Regional Park and Open Space District for Graffiti Prevention #58G2-02-1321.
15. Amend the Professional Services Agreement for Sewer Service Charge Assessment and Street Lighting Assessment District professional services with Francisco & Associates, Inc. to extend the term by three years for services and increase the total compensation by \$54,000.00.
16. Obtain approval for change order for the Sewer Replacement Project in the amount of \$5,898.000
17. 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.

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

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 April 10, 2019.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I, Gerardo Mayagoitia, 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. _____

March 13, 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
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. Mary Mariscal
2. Veronica Guardado
3. Heather Wilson
4. Gerardo Mayagoitia

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. **Motion by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
2. Minutes for 02/27/19 Special Meeting. **Motion by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
3. 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 De La Riva. Second by Marquez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

DISCUSSION/ACTION ITEMS

4. To consider the approval of a Legal Services Agreement between Richards, Watson & Gershon and the City of Maywood. **Motion to approve by De La Riva. Second by Lara. AYES: Alvarez, De La Riva, Lara, and Marquez. ABSTAIN: Medina PASSES**
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. **Motion to approve by Lara. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
6. Consideration of Bulky Item Program Procedures. **Motion to approve by De La Riva. Second by Alvarez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
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. **Motion to approve agreement in the amount of \$10,000 for the City's maximum contribution for the Ring program by Lara. Second by Marquez. AYES: Alvarez, De La Riva, Lara, and Marquez. ABSTAIN: Medina PASSES**
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. **Motion to approve by Lara. Second by De La Riva. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

9. Resolution No. 6018 of the City of Maywood declaring surplus property and authorizing those items for disposal. **Motion to approve by Lara. Second by Marquez. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**
10. Resolution No. 6019 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. **Motion to approve by De La Riva. Second by Medina. AYES: Alvarez, De La Riva, Lara, Marquez and Medina. PASSES**

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

The City Attorney read the closed session items and the City Council adjourned into closed session. The City Council returned from closed session and the City Attorney stated that there were no reportable actions.

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.

The following spoke on Non-Agenda items only:

1. Francisco Duarte
2. Fredy Portillo
3. Irma Flores
4. Yelba Castellon
5. German Pena
6. Martina Quezada
7. Genoveva Garcia De Vera

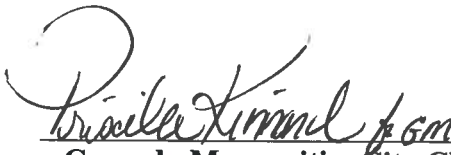
8. Sergio and Jessica Trujillo

ADJOURNMENT Meeting adjourned at approximately 10:21 p.m. Next Regular Meeting of the Maywood City Council is on April 10, 2019 at 7:00pm



Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 2

RESOLUTION NO. 6020

**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.

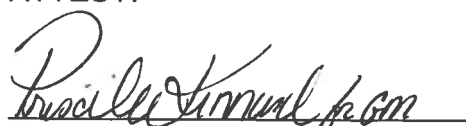
NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/ACH
Transactions for \$257,737.73 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 27th day of March, 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

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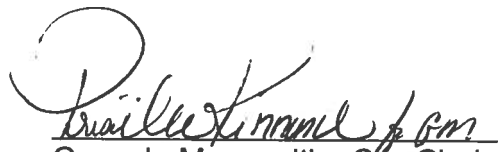
I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6020 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 27th of March, 2019 by the following roll call 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 27, 2019

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 085829 - 085856	Amount
	\$ 40,585.62
Accounts Payable regular warrants for payment: Checks No. 085857 - 085876	\$ 211,816.94
	Sub-total \$ 252,402.56

Wire Transfers/ACH Transactions

03/13/19 CalPERS for Employer Contribution - Pay Period 2/17/19-3/2/19	\$ 4,324.63
03/14/19 Merchant Fees	\$ 820.77
03/15/19 ADP Payroll Fees	\$ 189.77
	Sub-total \$ 5,335.17
Total Demands	\$ 257,737.73

City of Maywood

Detail Warrants for Payment

Warrants No. 085829 to 085876

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085829	P	3/18/2019	Robert Half Company International / Accountemps	*1,713.58	Reissue due to lost check: Temp Labor: Customer Service WE 02/22/2019 & 03/01/2019
085830	P	3/18/2019	American Paper Plastic	408.95	Janitorial Supplies: City Hall
085831	P	3/18/2019	Andrew Ruvalcaba	*63.00	Reissue due to lost check: Overpayment Refund Parking Citation #122137299
085832	P	3/18/2019	Carlos Alvarez	*100.00	Reissue due to lost check: Planning Commission Stipend (2 Meetings)
085833	P	3/18/2019	CoreLogic Solutions, LLC	150.00	Property Finder February 2019
085834	P	3/18/2019	Dunbar Armored Inc	378.25	March 2019 Cash Handling Service
085835	P	3/18/2019	HdL Software, LLC	*4,611.93	Reissue due to lost check: Code Enforcement Software: Annual Fee Quarterly Use Fee-Permit Tracking Software 03/01/19-05/30/19
085836	P	3/18/2019	Heber Marquez	*195.00	Reissue due to lost check: Planning Commission Stipend Planning Commission Stipend (2 Meetings)
085837			VOID	0.00	
085838	P	3/18/2019	Jesus & Ana Silahua	1,272.07	Cancellation of Permit - Refund Permit # B18-000-238
085839	P	3/18/2019	Eloy Montano dba KBJ Auto Detail	552.00	City Vehicle Fleet: Car Wash Service February 2019
085840	P	3/18/2019	Maywood Mutual Water No. 1	604.54	Various Locations 12/18/2019-02/21/2019
085841	P	3/18/2019	Miguel Ruiz	*72.65	Reissue due to lost check: Refund-Former EE's Pre-Taxed PARS Contribution Balance
085842	P	3/18/2019	OnTrac	92.34	Document Shipping/Delivery Service: Building & Planning
085843	P	3/18/2019	QDoxs	85.63	Copier Base Charge: 03/01/2019 - 03/31/2019 Finance Office
085844	P	3/18/2019	Raul Herrera Pimental	26.33	AQMD Training Mileage Reimbursement
085845	P	3/18/2019	Sara Tomas	*25.80	Reissue due to lost check: Overnight Parking Permit Re-Application Refund
085846			VOID		
085847	P	3/18/2019	So Cal Industries	652.75	Portable Restroom 4801 East 58th Street (Maywood Park/Baseball Field)
085848	P	3/18/2019	Southern California Edison	7,658.02	Various Locations 01-24-2019 to 02-25-2019
085849	P	3/18/2019	Sparklets Drinking Water Corp	82.88	City Hall Office Water
085850	P	3/18/2019	Staples Business Advantage	929.68	Toners for office printers
085851	P	3/18/2019	The Gas Company	262.24	Various Locations 02-07-2019 - 03-11-2019
085852	P	3/18/2019	Time Warner Cable	627.87	Internet & Phone Service March 2019
085853	P	3/18/2019	V & M Iron Works	26,619.02	Park Maintenance November 2018 (Riverfront Park included) - \$14,505.12 Park Maintenance December 2018 (Riverfront Park included) - \$12,113.90
085854	P	3/18/2019	Veronica Alvarez	29.75	AQMD Training Mileage Reimbursement

City of Maywood
Detail Warrants for Payment
Warrants No. 085829 to 085876

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085855			VOID		
085856	P	3/18/2019	Xerox Financial Services	153.30	Copier Lease: 02-22-2019 - 03-21-2019 Front Office
085857		3/20/2019	Robert Half Company International / Accountemps	823.06	Temp Labor: Customer Service WE 03/08/2019
085858		3/20/2019	County of Los Angeles Department of Animal Control	4,611.76	Animal Control Services February 2019
085859		3/20/2019	County of Los Angeles Registrar-Recorder/County Clerk	26,173.83	November 6, 2018 Gubernatorial General Election
085860		3/20/2019	Dapeer, Rosenblit & Litvak, LLP	2,685.30	Code Enforcement Legal Services: February 2019
085861		3/20/2019	Dave And Frank Automotive	72.56	City Fleet Vehicle Tire Repair
085862		3/20/2019	Department of Conservation Division of Administrative Services	183.44	Strong Motion/Seismic Hazard Mapping Fee: 10.01.18-12.31.18
085863		3/20/2019	Dove Communications, Inc.	497.50	Technician Call Out to reprogram City Hall phone system
085864		3/20/2019	Division of the State Architect	587.60	Fees Collected January 2018 thru December 2018 Business License
085865		3/20/2019	George Hill Company	548.00	City Claims/Adjuster Services February 2019
085866		3/20/2019	Graffiti Protective Coatings	14,229.60	CityWide Graffiti Removal January 2019
085867			VOID	0.00	VOID

City of Maywood
Detail Warrants for Payment
Warrants No. 085829 to 085876

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
085868		3/20/2019	Interwest Consulting Group	67,905.75	City Engineering Services: February 2019 General Fund - \$700.00 -Riverfront Project Proposition C - \$700.00 -Bus Stop Investigation Sewer Enterprise - \$20,587.50 -City Council Presentation -Fats, Oils, Grease Program -Sewer Replacement Project -Sewer System Evaluation System Street Lighting - \$352.50 -Street Light Conversion to LED Gas Tax - \$22,513.00 -DTSC Excise Clean Up Project -Arterial ITS Committee Meetings -Maywood Capital Improvement Program -Public Works RFP -Public Works Management Eco Rapid Transit - \$140.00 -Eco Rapid West Santa Ana Branch Train Project SB-1 Transportation - \$1,470.00 -Pavement Rehab FY 2018/2019 Measure R - \$1,155.00 -Slurry Seal Project FY 2018/2019 CDBG - \$18,807.75 -EPA Sewer Grant Project -Sewer Replacement Project I-710 EFA Grant - \$1,480.00
085869		3/20/2019	Los Angeles County Metropolitan Transportation Authority	3,220.00	March 2019 Metro TAP Cards
085870		3/20/2019	Mapcon Technologies, Inc.	299.00	Online Work Order Management Software Training - Building/Planning
085871		3/20/2019	Susan Contreras dba Municipal Waste Solutions	9,862.50	February 2019 Waste & Recycling Consulting Overage April 2019 Waste & Recycling Consulting
085872		3/20/2019	Professional Turf Specialties, Inc.	11,340.00	Maywood Park Baseball Field
085873		3/20/2019	Redfire Technology Services	2,120.00	March 2019 I.T. Services
085874		3/20/2019	The Pin Center	647.50	City Logo Pin
085875		3/20/2019	V & M Iron Works	58,699.54	Seasonal Street Banners and Miscellaneous building repairs November 2018 - \$10,158.55 City Hall and Library Maintenance & Repair December 2018 - \$5,464.03 Street Maintenance December 2018 - \$18,553.08 Street Maintenance November 2018 - \$24,523.88
085876		3/20/2019	West Coast Arborists, Inc.	7,310.00	Tree and Stump Removal 4101 E. 58th St. & 5117 E. 58th St.

City of Maywood
Detail Warrants for Payment
Warrants No. 085829 to 085876

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
TOTAL:					
					\$252,402.56

Checks were requested and approved in prior warrant registers and are not included in the current warrant request total

City of Maywood
Revenue Summary for February 2019

ITEM No. 3

Taxes:

Property Tax Allocation	55,203.08
Sales Tax Revenue	189,180.98
Transient Occupancy Tax	8,566.00
Utility Users Tax	62,717.20
Property Tax Override (pension levy)	43,491.20
Franchise & Collectors Fees	17,654.67
Totals	376,813.13

Licenses & Fees:

Apartment License	1,094.00
Building Permits	5,350.36
Business License	27,979.20
Comm'l Cannabis Application	4,387.00
Comm'l Cannabis Qtrly Production Fee (4th Qtr 2018)	127,269.00
Garage Sale Permits	405.00
License Processing Fee (Apartment & Business)	207.00
Occupancy Permits	1,117.40
Vending Machine License	15.00
Copies, Maps, Gen., Plans, Etc.	15.90
Plan Check Fees	2,216.97
Parking Permits	2,906.40
Pre-sale Property Report Fee	550.00
Public Works Permit Fees	3,233.00
Disability Access & Education Fee	474.00
Tobacco Retailer License	34.50
Vehicle License Fee-L.A.County	13,461.24
Totals	190,715.97

Fines & Forfeitures

Parking Fines	17,483.29
Court Collections	12,129.00
Penalties: Apt & Bus License	1,208.00
Totals	30,820.29

Leases and Concessions

Concessions (Cell Tower)	1,890.00
Leased Property Rental Income	4,524.00
Totals	6,414.00

Miscellaneous:

Miscellaneous Revenue	15,404.70
Rebates & Insurance Claims	12,318.26
Totals	27,722.96

General Fund Totals

632,486.35

Gas Tax:

Traffic Congestion Relief Allocation	31,625.35
Totals	31,625.35

CDBG:

HCDA: Sewer Repair Project	200,499.00
HCDA:Code Enforcement (Proj.791)	20,275.00
Totals	220,774.00

Metro Funds:

Measure M	36,947.61
Measure R	32,532.63
MTA Bus Pass Revenue	716.00
Proposition A Allocations	52,290.78
Proposition C Allocations	43,380.30
Interest Income	52.23
Totals	165,919.55

SB-1 Transportation Fund:

Road Maintenance & Rehabilitation (Section2032)	47,761.15
Totals	47,761.15

Environmental Protective Agency (EPA):

Federal Grants	328,278.65
Totals	328,278.65

All Funds Totals	\$ 1,426,845.05
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AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 27, 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: AUTHORIZE THE USE OF THE MAYWOOD PARK BASEBALL FIELD BY THE SOUTH-EAST RIO VISTA YMCA AND THE DODGERS RBI PROGRAM AND WAIVE ALL ASSOCIATED USER FEES

RECOMMENDATION

Staff recommends that the City Council authorize the use of the Maywood Park baseball field by the South-East Rio Vista YMCA ("YMCA") and the Dodgers RBI Program ("Dodgers") and waive all associated user fees.

FISCAL IMPACT

Minimal. Reservation fees are not typically collected for weekday use of the baseball field. Also, all field preparation and minor improvements/maintenance of the field will be performed by the program at no cost to the City.

BACKGROUND

Maywood Park has been the home field for the Maywood Academy High School and the Maywood Center for Enriched Studies, and have used the field free of charge for many years. The YMCA and the Dodgers are requesting the use the field at dates and times that the local schools do not.

Dodgers RBI (Reviving Baseball in Inner Cities) is a baseball and softball youth development program of the Los Angeles Dodgers Foundation ("LADF") that aims to increase participation in the sport and use sports participation as an

engagement tool to increase access to education, literacy, health, wellness and recreational resources in underserved communities. Dodgers RBI is bigger than baseball and focuses on youth development as it engages communities and families in programming.

Each year, municipal recreation departments and nonprofit organizations apply to be a Dodgers RBI Affiliate Partner. Our YMCA is one. Dodgers RBI Affiliate Partners facilitate the day to day operations of the youth baseball/softball league and receive the following support from LADF:

- Uniforms for every player: home and away jerseys, pants, socks, hats/visors, and practice t-shirts.
- Equipment kits for every team, including gloves, bats, tees, catcher's gear, baseballs and softballs.
- Branded polo for each coach.
- Live workshops and skills training for coaches.
- Grants to offset umpires and field maintenance costs.
- Online registration & data collection tool.
- Marketing and recruitment support: fliers, banners, email and text messaging.
- LADF staff support.
- Access to education and health resources for youth and families: college tours, eye screenings/exams/glasses, financial literacy seminars and fitness clinics.

DISCUSSION

The following dates and times are being requested:

- Monday – Thursday from 5 to 7 PM (April 9 – June 13)
- Saturday from 10 AM - 12 PM (May 4, 11, 18, 25 and June 1, 8, 15)

Games start the week after opening ceremonies at Cudahy Park on April 27th.



AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 27, 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: CITY COUNCIL APPOINTMENT OF TWO MAYWOOD PLANNING COMMISSIONERS TO SERVE AS A MEMBER AND AS AN ALTERNATE ON THE ECO-RAPID TRANSIT BOARD.

RECOMMENDATION

Staff recommends that the City Council appoints two Maywood Planning Commissioners to serve as a member and as an alternate on the Eco-Rapid Transit Board.

FISCAL IMPACT

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

BACKGROUND

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA) created to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe,

advanced transit technology to expand economic growth that maximizes ridership in Southern California.

Eco-Rapid Transit consists of 13 members:

- City of Artesia
- City of Bell
- City of Bell Gardens
- City of Cudahy
- City of Downey
- City of Glendale
- City of Huntington Park
- City of Maywood
- City of Paramount
- City of South Gate
- Burbank-Glendale-Pasadena Airport Authority

With supporting agencies that include Caltrans, District 7, Metropolitan Transportation Authority (Metro), Gateway Cities Council of Governments, Southern California Association of Governments (SCAG), San Fernando Valley Council of Governments and Golden State Gateway Coalition

DISCUSSION

Currently, the City has designated Ex-City Councilman Ricardo Villareal as Board Member and Mayor Eddie De La Riva as alternate on the Eco-Rapid Transit Board. Although it is customary that member agencies appoint City Council members to serve on the board, the board meets at 6:30 PM on the second Wednesday of each month. This is in direct conflict with Maywood City Council meetings and thus, necessitates the involvement of the Maywood Planning Commissioners.



AGENDA 8
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 27, 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: ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF OBSOLETE DOCUMENTS

RECOMMENDATION

Staff recommends that the City Council adopts the attached resolution authorizing the destruction of obsolete documents.

FISCAL IMPACT

There is no fiscal impact associated with this action.

LEGAL REVIEW

The City Attorney has reviewed this staff report.

BACKGROUND

State law allows public agencies to purge and destroy obsolete public records. In general, the Government Code sets a two-year minimum as a starting point for retention of records. However, other laws and regulations impose longer retention periods for certain records.

Government Code Section 34090 et. seq. sets forth the process for permissibly destroying obsolete City records and provides that unless otherwise provided by law, "with the approval of the legislative body by resolution and the written

consent of the city attorney, the head of a city department may destroy any city record, document, instrument, book or paper, under his charge, without making a copy thereof, after the same is no longer required." However, Section 34090 does not permit destruction of: (a) records affecting the title to real property or

liens thereon; (b) court records; (c) records required to be kept by statute; (d) records less than two years old; and (e) the minutes, ordinances, or resolutions of the legislative body or of a city board or commission. Other laws and regulations impose specific retention periods for certain records. If a public officer or employee does not have proper authorization, Government Code Sections 6200 and 6201 make it a crime to destroy a City record.

In summary, unless a law specifically requires a particular type of document to be kept, the general rule is that a City record falls under the minimum two-year retention rule or a longer retention period as specified in a retention schedule if so adopted by the public entity.

DISCUSSION

In 2009, the City Council adopted Resolution 5478 adopting a "Records Retention and Destruction Policy" ("Policy") for the retention and destruction of City records. The Policy also includes a request form for the destruction of obsolete records and a records retention schedule. The retention schedule is organized by categories of records with the retention period for each category. The following procedure is outlined in the policy:

- Department Head completes and signs a request form, listing the date and description of documents to be destroyed, and submits the form to the City Clerk.
- City Clerk checks the documents listed on the form to confirm the documents are not required to be permanently retained and that the document has been retained for the legally required period of time. City Clerk also confirms the applicable reproduction of the documents is complete and that the documents must not be retained for any other reason, such as being relevant to a lawsuit in progress or reasonably anticipated.
- City Clerk submits the form to the City Attorney to review, sign, and return the form to the Clerk.
- City Clerk submits the form and a resolution to the City Council for approval to destroy the documents.
- After City Council approval, the City Clerk oversees the destruction, indicating method of destruction on the form and signing the form.

- City Clerk retains all original signed request forms for a minimum of two years.
- City Clerk keeps a master log of all destroyed documents.

Staff has determined that certain records set forth in Attachment 2 are obsolete and are older than the applicable retention period as set forth in the City's Records Retention Schedule. Accordingly, in order to destroy such records, the proposed Resolution is required to be approved by the City Council.

ATTACHMENTS

Attachment No.1 – Draft Resolution No. 2021

Attachment No. 2 – Request for destruction of obsolete records

RESOLUTION NO. 6021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
AUTHORIZING THE DESTRUCTION OF OBSOLETE CITY RECORDS**

WHEREAS, Resolution 5478 sets forth the City of Maywood's ("City") adopted Records Retention Policy in conformance with Government Code Section 34090 ("Policy");

WHEREAS, the Policy sets forth the retention period for records of the City and authorizes the destruction of certain records and documents by a department head, with the approval of the legislative body by resolution and the written consent of the City Attorney; and

WHEREAS, the Director of Building and Safety has recommended that certain obsolete records identified on Exhibit A are no longer required or necessary; and

WHEREAS, the City Attorney has given written consent for the destruction of the records herein set forth as Exhibit A;

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

Section 1. The City Council hereby finds and determines that the records identified on Exhibit A are older than the applicable retention period set forth in the City's Policy and are no longer needed or required to be kept by statute or law.

Section 2. The City Council hereby authorizes and directs the destruction of the records described on Exhibit A in accordance with the terms and conditions of the City's Policy.

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 27th 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. 6021 was adopted at a regular meeting of the City Council of the City of Maywood held on the 27th day of March, 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Gerardo Mayagoitia, City Clerk



REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

TO: CITY CLERK**FROM:** DAVID MANGO, DEPARTMENT HEAD

I am requesting approval to destroy the obsolete records listed below:

<u>BOX #</u>	<u>FILE NAME/ SUBJECT/ DESCRIPTION</u>	<u>YR</u>	<u>COMMENTS</u>
BOX 1	MAYWOOD REC. LEGAL	1987-1991	
BOX 2	M.I.D PUBLIC WORKS	2008-2012	
BOX 3	PAYROLL TIMECARDS	2004-2006	
BOX 4	POLICE DEPARTMENT PAYROLL TIMECARDS	2003	
BOX 5	ACCOUNT RECEIVABLE DISBURSMENTS	2007	
BOX 6	POLICE DEPARTMENT LEGAL	2012	
BOX 7	ACCOUNT RECEIVABLE DISBURSMENTS	2005	
BOX 8	ACCOUNT RECEIVABLE DISBURSMENTS	2007	
BOX 9	PARK & RECREATIONS SALES RECEIPTS	2008	
BOX 10	ACCOUNT RECEIVABLE DISBURSMENTS	2001	
BOX 11	POLICE DEPARTMENT. SALES RECEIPTS	2007	
BOX 12	ACCOUNT RECEIVABLE DISBURSMENTS	2004	
BOX 13	BIDS	1969-1973	
BOX 14	PARKING CITATIONS	2005-2007	
BOX 15	ACCOUNT RECEIVABLE DISBURSMENTS	2007	
BOX 16	ACCOUNT RECEIVABLE DISBURSMENTS	2002-2003	
BOX 17	ACCOUNT PAYABLE DISBURSMENTS JULY	1997-1999	
BOX 18	PUBLIC WORKS PERMITS	2006-2012	
BOX 19	ACCOUNT PAYABLE DISBURSMENTS	2003	
BOX 20	ACCOUNT PAYABLE DISBURSMENTS	2005	
BOX 21	POLICE PAYROLL & RADIO LOG	1995-1996	
BOX 22	ACCOUNT PAYABLE DISBURSMENTS	2001-2002	
BOX 23	ACCOUNT PAYABLE DISBURSMENTS	1998	
BOX 24	ACCOUNT PAYABLE DISBURSMENTS	2001	
BOX 25	ACCOUNT PAYABLE DISBURSMENTS	2006	

BOX 26	BUSINESS LICENSE	1995-1996	
BOX 27	PAYROLL/ FINANCE	1998	
BOX 28	POLICE DEPARTMENT PAYROLL	1995	
BOX 29	ACCOUNT PAYABLE DISBURSMENTS	2000	
BOX 30	POLICE DEPARTMENT PAYROLL	1999	
BOX 31	ACCOUNT PAYABLE DISBURSMENTS	1993-1994	
BOX 32	ACCOUNT PAYABLE DISBURSMENTS	2000	
BOX 33	DAILY TRANSACTIONS RECEIPTS	2008	
BOX 34	ACCOUNT PAYABLE DISBURSMENTS	1999	
BOX 35	ACCOUNT PAYABLE DISBURSMENTS	1994	
BOX 36	ACCOUNT PAYABLE DISBURSMENTS	2002	
BOX 37	DAILY TRANSANTIONS RECEIPTS	2006	
BOX 38	ACCOUNT PAYABLE DISBURSMENTS	1997	
BOX 39	ACCOUNT PAYABLE DISBURSMENTS	1996	
BOX 40	ACCOUNT PAYABLE DISBURSMENTS	2007	
BOX 41	WARRANTS	1961	POLICE DEPARTMENT
BOX 42	POLICE DEPARTMENT BOOKING FEES	200-2004	
BOX 43	PARKING RECORDS	2002-2004	
BOX 44	POLICE DEPARTMENT LEGAL	2003	
BOX 45	ACCOUNT PAYABLE DISBURSMENTS	1993-1995	
BOX 46	ACCOUNT PAYABLE DISBURSMENTS	2000	
BOX 47	POLICE DEPARTMENT PAYROLL	1953-1962	
BOX 48	ACCOUNT PAYABLE DISBURSMENTS	1995	
BOX 49	ACCOUNT PAYABLE DISBURSMENTS	1999	
BOX 50	ACCOUNT PAYABLE DISBURSMENTS	2004	
BOX 51	ACCOUNT PAYABLE DISBURSMENTS	2005	
BOX 52	ACCOUNT PAYABLE DISBURSMENTS	2005	
BOX 53	COPIES OF CHECKS	1995	VENDOR PAYMENTS
BOX 54	ACCOUNT PAYABLE DISBURSMENTS	2007	
BOX 55	DAILY REC.	2005	
BOX 56	PAYROLL/ FINANCE	2005	
BOX 57	UTILITY USER TAX	2010	PAYMENT RECEIPTS
BOX 58	DAILY CASH RECEIPTS	2003	
BOX 59	ACCOUNT PAYABLE DISBURSMENTS	2003	
BOX 60	PARK ACTIVITY	2002-2003	RECEIPTS
BOX 61	ACCOUNT PAYABLE DISBURSMENTS	2004	
BOX 62	PARK ACTIVITY	2001	RECEIPTS
BOX 63	WARRANTS	1991-1992	POLICE DEPARTMENT
BOX 64	POLICE DEPARTMENT PAYROLL	2004	
BOX 65	BUDGET PREPARATIONS	2008	
BOX 66	PUBLIC NOTICES	2007	
BOX 67	EMPLOYEMENT APPLICATIONS	2012	

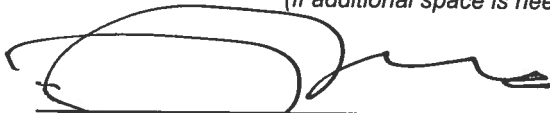
BOX 68	FIANANCIAL ESTATEMENTS JOURNALS	2011-2012	
BOX 69	ACCOUNT PAYABLE DISBURSMENTS	2005	
BOX 70	PUBLIC WORKS CLAIMS	2004	
BOX 71	BUDGET PREPARATIONS	2009	
BOX 72	LEGAL CLAIMS	2005-2007	
BOX 73	COPIES	2008	MEMOS/AGENDAS
BOX 74	PARKING CITATIONS	2010	
BOX 75	FINANCIAL ESTATEMENTS JOURNALS	2007	
BOX 76	PARK & RECREATIONS	2008	RECEIPTS
BOX 77	MAYWOOD REC. LEGAL	2008	
BOX 78	BANK RECEIPTS	2011	
BOX 79	COPIES	2007	MEMOS OF REPORT
BOX 80	COPIES	2011	MEMOS OF REPORT
BOX 81	ACCOUNT PAYABLE DISBURSMENTS	2006	
BOX 82	ACCOUNT PAYABLE DISBURSMENTS	1992-1993	
BOX 83	CASSETTE RECORDING TAPE	2006	
BOX 84	DOCUMENTS SETTLEMENT	2003	LEGAL
BOX 85	DOCUMENTS SETTLEMENT	2003	LEGAL
BOX 86	DOCUMENTS SETTLEMENT	2003	LEGAL
BOX 87	DOCUMENTS SETTLEMENT	2003	LEGAL
BOX 88	DOCUMENTS SETTLEMENT	2003	LEGAL
BOX 89	DOCUMENTS SETTLEMENT	2003	LEGAL
BOX 90	DOCUMENTS SETTLEMENT	2003	LEGAL
BOX 91	PAYROLL TIMESHEETS	2009	
BOX 92	POLICE LOGS	1996	
BOX 93	PAYROLL/ FINANCE	1971-1978	
BOX 94	COPIES OF CHECKS	2008-2010	VENDOR PAYMENTS
BOX 95	DAILY TRANSACTION RECEIPTS	2012	
BOX 96	POLICE DEPARTMENT LEGAL	2010	
BOX 97	FINANCIAL DOCUMENTS	1989	
BOX 98	RENEW LICENSE BUSINESS	2010-2014	INACTIVE
BOX 99	CHECK DEPOSIT ENTRE LOG	2012	
BOX 100	RENEW LICENSE BUSINESS	2010	INACTIVE
BOX 101	COPIES OF CHECKS	2011-2014	VENDOR PAYMENTS
BOX 102	PAYMENT RECEIPTS	2003	POLICE DEPARTMENT
BOX 103	CASH RECEIPTS BOOKS	2015	PARK ACTIVITIES
BOX 104	ACCOUNT PAYABLE DISBURSMENTS	2011	
BOX 105	PLANNING COMMISSION	1989	
BOX 106	BUSINESS LICENSE	2007-2009	
BOX 107	BUSINESS LICENSE	2005-2006	
BOX 108	ALARM PERMITS	1968	REPORTS
BOX 109	PLANNING COMMISSION	1964	

BOX 110	BUSINESS LICENSE	2003-2009	
BOX 111	PURCHASE ORDERS	2009	INVOICES FROM SERVICES OR SUPPLIES
BOX 112	DAILY CASH RECEIPTS	2012	
BOX 113	BUSINESS LICENSE	2009	RENEW
BOX 114	BUSINESS LICENSE	2009	RENEW
BOX 115	REDEVELOPMENT AGENCY	2009	
BOX 116	PARKING APPLICATIONS	2010	INACTIVE
BOX 117	DAILY CASH RECEIPTS	2012	
BOX 118	BUSINESS LICENSE	2012	INACTIVE
BOX 119	CITY WIDE REDEVELOPMENT	2008	
BOX 120	PAYROLL/ FINANCE	1999	RECORDS
BOX 121	DAILY CASH RECEIPTS	2003	
BOX 122	PARKING PAYMENTS	2003-2004	
BOX 123	TREASURE RECEIPTS	2005	
BOX 124	PAYROLL LOGS	1999	
BOX 125	PARK & RECREATION	2006	PARK ACTIVITIES
BOX 126	BUSINESS LICENSE	2011	INACTIVE
BOX 127	BUSINESS LICENSE	2009	INACTIVE
BOX 128	DAILY CASH RECEIPTS	2004	
BOX 129	PAYROLL WORK SHEETS	1991-1992	
BOX 130	PARKING APPLICATIONS	2010-2011	INACTIVE
BOX 131	PARKING PERMITS	2005	
BOX 132	ACCOUNT PAYABLE DISBURSMENTS	2012	
BOX 133	COPIES OF DISBURSMENTS	1997-1998	
BOX 134	ADMINISTRATIVE REVIEW	1998	
BOX 135	PAYROLL WORK SHEETS	2000	OVERTIME
BOX 136	PARKING CITATIONS	2004	PAYMENTS
BOX 137	PAYROLL TIMESHEETS	1999	
BOX 138	COPIES OF CHECKS	1998-1999	VENDOR PAYMENTS
BOX 139	RECORDS OF ARREST FORMS	1999	POLICE DEPARTMENT
BOX 140	DAILY TRANSACTIONS RECEIPTS	1993	
BOX 141	DAILY TRANSACTIONS RECEIPTS	2003	
BOX 142	DAILY TRANSACTIONS RECEIPTS	2002-2003	
BOX 143	DAILY TRANSACTIONS RECEIPTS	1999-2001	
BOX 144	PAYROLL WORK SHEETS	1996	
BOX 145	PAYROLL WORK SHEETS	1998-1999	
BOX 146	DAILY TRANSACTIONS RECEIPTS	2001	
BOX 147	PURCHASE ORDERS	1996-2004	INVOICES FROM SERVICES OR SUPPLIES
BOX 148	BUSINESS LICENSE	2004-2005	FILES-Copies
BOX 149	PARKING CITATIONS	2004	PAYMENTS

BOX 150	PARKING CITATIONS	2002-2003	PAYMENTS
BOX 151	DAILY CASH RECEIPTS	2004	
BOX 152	ORIGINAL PARKING CITATIONS	2008	
BOX 153	PAYROLL WORK SHEETS	1993-1995	
BOX 154	PARKING CITATIONS	2003	
BOX 155	PAYROLL WORK SHEETS	2002-2003	
BOX 156	APARTMENT LINCENSE	2002	
BOX 157	APARTMENT LINCENSE	2001	
BOX 158	DAILY CASH RECEIPTS	2006	
BOX 159	ACCOUNT PAYABLE DISBURSMENTS	1997	
BOX 160	COPIES OF CHECKS	2000	VENDOR PAYMENTS
BOX 161	PAYROLL RECEIPTS	1948-1952	
BOX 162	PARKING PERMITS	2004-2007	
BOX 163	APARTMENT LINCENSE	2001	
BOX 164	COPIES OF WARRANTS	199-2001	
BOX 165	FILES	2008-2010	INVOICES FROM SERVICES OR SUPPLIES COPIES OF CHECKS
BOX 166	PAYROLL WORK SHEETS	1956-1964	
BOX 167	PUBLIC WORKS CLAIMS	2003	COMPLAIN REPORTS
BOX 168	ADMINISTRATIVE REVIEW	1998	DISMISSED
BOX 169	DAILY CASH RECEIPTS	2012	
BOX 170	PARK & RECREATON	2012	WEIGHT ROOM LOG
BOX 171	APARTMENT LINCENSE	2000	
BOX 172	BIDS	2008	
BOX 173	UTILITY USER TAX	2003	
BOX 174	DAILY CASH RECEIPTS	2007	PARK ACTIVITIES
BOX 175	PAYROLL WORK SHEETS	2003-2004	
BOX 176	PARK PROGRAM FOLDERS	2005-2004	
BOX 177	TREASURE RECEIPTS	2001-2002	
BOX 178	PAYROLL WORK SHEETS	1997-1998	
BOX 179	MAYWOOD EXPRESS SHUTLE LOG	2010-2011	
BOX 180	PARKING CITATIONS	2005-2006	REPORTS
BOX 181	REHAB LOAN FILES	1979-1980	
BOX 182	UTILITY USER TAX	2005-2008	
BOX 183	PARK ACTIVITY	2013	
BOX 184	FILES	2006-2008	
BOX 185	FILES	2007-2008	
BOX 186	DAILY CASH RECEIPTS	2009	
BOX 187	PAYROLL TIMECARDS	2002	
BOX 188	FILM REAL TAPES	1989	

BOX 189	ACCOUNT PAYABLE DISBURSMENTS	1992	
BOX 190	PARKING CITATIONS	2009	PAYMENTS
BOX 191	PARKING CITATIONS	2001-2002	REPORTS
BOX 192	PARKING CITATIONS	2006	PAYMENTS

(If additional space is needed, please attach additional pages)



Department Head

3/21/19

Date

City Attorney

Date

The obsolete records described above (and on any attached pages) were approved by the city council for destruction on:

Date: _____ Resolution No. _____

The obsolete records described above (and on any attached pages) were destroyed under my supervision using the following method:

☐ Shredding

☐ Burning

☐ Other (specify method): _____

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal Law.

City Clerk

Date



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

ENGINEERING

DATE: MARCH 27, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR 

BY: DAN GARCIA, CITY ENGINEER

RE: OBTAIN AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FOR A MAYWOOD BICYCLE MASTER PLAN

RECOMMENDATION

That the City Council authorizes the advertisement of a Request for Proposal (RFP) for a Maywood Bicycle Master Plan.

FISCAL IMPACT

This action has no fiscal impact at this time. At time of award, the City's TDA (3) Funds can be used for this purpose. Staff is also applying for an Active Transportation Program (ATP) Grant to supplement this effort.

LEGAL REVIEW

This item has been reviewed by the City Attorney.

BACKGROUND

Staff is recommending requesting proposals from professional firms specializing in the development and implementation of Bicycle Master Plans as part of a City's Circulation Element. The purpose of this Request for Proposal (RFP) is to provide the City with a complete Bicycle Master Plan that is consistent with the Regional Bicycle Master Plan and the Bicycle Master Plans of the surrounding

Local Agencies. Work will involve the identification of existing bicycle routes and Master Plans surrounding the City, the development of a Master Plan within the City of Maywood that includes connectivity with the existing bicycle routes, the identification of proposed Class I, II, and III Bicycle paths, complete cost estimates including but not limited to right-of-way acquisition, design, construction, and attendance at Community meetings, City staff meetings, Planning Commission Meetings, and City Council Meetings throughout the project until a Master Plan is adopted by the City Council.

DISCUSSION

The Maywood Bicycle Master Plan is necessary to be a part of Maywood's General Plan Circulation Element. This would support Maywood's efforts in applying for transportation grants that require a bicycle element as part of the grant. The selected consultant will hold stakeholder and public meetings to get the necessary input to assemble this Plan per State standards. This Bicycle Master Plan will be incorporated into the City's General Plan through the Planning Commission actions and eventual City Council approval.

ATTACHMENT(S)

Attachment No.1 - RFP for a Maywood Bicycle Master Plan



CITY OF MAYWOOD 4319 EAST SLAUSON AVENUE, MAYWOOD, CA 90270 PH: (323) 562-5700 fx: (323) 773-2806

**CITY OF MAYWOOD PROFESSIONAL
CONSULTING SERVICES
FOR
COMPLETION OF A BICYCLE MASTER PLAN**

I. INTRODUCTION

City of Maywood is requesting proposals from professional firms specializing in the development and implementation of Bicycle Master Plans as part of a city's Circulation Element. The purpose of this Request for Proposal (RFP) is to provide the City with a complete Bicycle Master Plan that is consistent with the Regional Bicycle Master Plan and the Bicycle Master Plans of the surrounding local agencies. Work will involve the identification of existing bicycle routes and Master Plans surrounding the City, the development of a Master Plan within the City that includes connectivity with the existing bicycle routes, the identification of proposed Class I, II, and III Bicycle paths, complete cost estimates including but not limited to right-of-way acquisition, design, construction, and attendance at Community meetings, City staff meetings, Planning Commission Meetings, and City Council Meetings throughout the project until a Master Plan is adopted by the City Council.

The professional services agreement that would be used for services performed under this request is attached here and labeled as: **Contract Services Agreement for Consultant Services.**

The Proposal should be submitted in hard copy format. The proposal shall also include a current fee schedule, description of deliverables, scope of work defined in phases of the contract, contract estimated cost per phase, past experience, references from other local agencies for Bicycle Master Plan development and Implementation, list of proposed staff with resumes, and a proposed project schedule. A final professional services agreement will be prepared by the City upon award of contract.

II. PROJECT BACKGROUND

The City does not have an existing Bicycle Master Plan as part of the approved Circulation Element of the General Plan. The residents are largely pedestrian/commuter oriented with many residents walking, biking, taking the bus, or finding methods of transportation other than motorized vehicles. The first step in providing this much needed infrastructure to the residents of Maywood is to complete a comprehensive Bicycle Master Plan to identify locations and types of bicycle lanes/paths/trails. This document will enable the City to pursue future grant funds and other funding sources to construct bicycle lanes/paths/trails throughout the City that are consistent and have regional connectivity to the surrounding communities.

III. SCOPE OF SERVICES

Complete a Bicycle Master Plan for the City of Maywood, consistent with the regional Bicycle Master Plan and the bicycle facilities of the agencies adjacent to the City boundaries. This Bicycle Master Plan must be presented to the public and then be adopted by the City Council as part of the City's General Plan Circulation Element. The work includes providing personnel, materials, and equipment for the following:

- A complete analysis of all existing regional and local Bicycle Master Plans adjacent to the City boundaries.
- Complete a traffic analysis of the City's street network.
- The development of Class I, II, and III Bicycle Standard Drawings.
- Maps of proposed bicycle trails within the City.
- A complete cost estimate for each proposed facility including construction costs, soft costs, administrative costs, and Right-of-Way requirements and costs.
- Attendance at all community and Council meetings required to adopt the new Bicycle Master Plan.
- Completion of the Bicycle Master Plan.

All work shall be coordinated with the City Engineer and other City Staff determined to be pertinent to the completion of a Bicycle Master Plan.

IV. SUBMITTAL FORMAT AND CONTENT

Proposals must be a single volume booklet bound such that they lay flat when opened. Sections should be indexed and tabbed for easy reference to the material contained within. Tabs shall be labeled and extend beyond the page width.

Cover Letter — The cover letter must be on Consultant Firm letterhead and should include the subject heading "Proposal for the City of Maywood Bicycle Master Plan".

The cover letter should be brief (two pages maximum), and any changes to the format or deletions of requested materials clearly explained.

Describe how the delivery of services will be provided to City, including the location of the consultant's offices and response time to City's requests. In addition, describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either the cost or work progress; identify the team members other than the consultant's firm's employed personnel (i.e., joint partners, sub-consultants and contract personnel); and include the title and signature of the firm's contact person for this procurement. The signatory shall be a person with official authority to bind the company.

1. **Methods and Strategic Plan** — Describe methods and plan for carrying out the Scope of Work.
2. **Qualifications and Experience** — This section shall contain the following: A description of the consultant firm's experience in Bicycle Master Plans for Public Agencies. The name of the consultant firm's proposed personnel for this project. The consultant firm's and proposed personnel's experiences in the past five (5) years specifically related to the scope of work of this project. Experiences shall be listed consecutively with name of the City or Agency the work was completed for. Each listed experience shall include the name(s) and telephone number(s) of the consultant's project manager and the client's project manager or contact for each listing.
3. **List of Project Personnel** — This list should include the identification of the project manager of contract person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or subconsultants, and their individual areas of responsibility (include their e-mail addresses). The persons listed will be considered as those committed to the project. The resumes shall include at least one reference from previous assignments.
4. **Organization Chart** — An organization chart containing the names of all key personnel, joint venture partners, and sub-consultants with titles and their specific task assignment for this contract shall be provided in this section.
5. **Other Information** - This section shall contain all other pertinent information regarding this procurement in the following order:

- a. Description of insurance coverage for prime respondent if different than that which is currently valid and on file with the City and co-venture partner(s) (Types of coverage and policy limits, deductible, exclusions, and outstanding claims).
 - b. Description of in-house resources for prime respondent and co-venture partner(s) (i.e., vehicles, mobile telephone, computer capabilities, software applications, etc.)
6. Schedule of Hourly Rates — The respondent shall provide a current Schedule of Hourly Rates in a separate sealed envelope. The envelope shall be marked clearly with the Consultant firm's name, "PROPOSAL FOR THE CITY OF MAYWOOD BICYCLE MASTER PLAN, and proposal due date and time.

The proposal shall include the cost for the respective items of work requested as well as associated descriptions and sample deliverables.

V. SUBMITTAL SCHEDULE

The solicitation, receipt, and evaluation of submittals and the selection of the on call provider of consultant services will conform to the following schedule (Note: Dates are subject to change):

- Distribution: Thursday, March 28, 2019
- Submittal of Proposal Due: May 30, 2019 before 4:00 P.M.
- Proposal Reviews: First two weeks of June, 2019
- Interviews: Late June, 2019
- Contract Award: Wednesday, July 24, 2019

Three (3) copies (one of the copies shall be unbound and paper clipped) of the proposal shall be submitted no later than the proposal due date and time above.

Submittal of Proposal to:
Gerardo Mayagoitia, City Clerk
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

2019 LONG FORM CONTRACT

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF MAYWOOD

and

2019 LONG FORM CONTRACT

AGREEMENT FOR PROFESSIONAL CONTRACT SERVICES BETWEEN THE CITY OF MAYWOOD AND _____

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this _____, 2019 by and between the City of Maywood, a California corporation ("City") and _____, a _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties").

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 Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 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 and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 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 CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant 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, Consultant 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. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant 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 his Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under

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similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant'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.

Consultant 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.

Consultant 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. Consultant 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 Consultant'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, Consultant warrants that Consultant (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, Consultant warrants that Consultant 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 Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant 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 Consultant 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.

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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 the work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$ _____, 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 Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant 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 Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

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" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but

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not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses 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 Consultant 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 Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant 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), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant'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 Consultant for correction and resubmission.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement

3.2 Schedule of Performance.

Consultant 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 "D" and incorporated herein by this reference. When requested by the Consultant, 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.

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3.3 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant'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, Articles 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

(Name)

(Title)

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(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 Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, 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 Consultant without the express written approval of City. Additionally, Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant'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. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge,

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supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent consultant with only such obligations as are consistent with that role. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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(d) Professional Liability. Professional liability insurance appropriate to the Consultant'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 Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant 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.

5.2 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 Consultant'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 Consultant 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 Consultant 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]

Consultant 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 Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by

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Consultant. 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. Consultant'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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

5.3 Indemnification.

To the full extent permitted by law, Consultant 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 Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant 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 Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work,

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operation or activities of Consultant hereunder, Consultant 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.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant 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 Consultant 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 Consultant and shall survive termination of this Agreement.

5.5 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 ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the 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 Consultant 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 Consultant 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 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant 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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by

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Consultant's successor in interest.

6.2 Reports.

Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 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 Consultant, 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 Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant 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) Consultant, 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 Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City

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shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 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 Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant 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 Consultant 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 Consultant 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 Consultant'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.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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

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failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 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 Consultant 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.

7.5 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.

7.6 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.

7.8 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 Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant 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 Consultant has initiated termination, the Consultant 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.

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7.9 Termination for Default of Contractor.

If termination is due to the failure of the Consultant 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 Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 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 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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. Consultant 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 Consultant 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.

2019 LONG FORM CONTRACT

8.3 Covenant Against Discrimination.

Consultant 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. Consultant 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.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 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 City Administrator and to the attention of the Contract Officer, CITY OF MAYWOOD, 4319 East Slauson Avenue, Maywood, CA 90270 and in the case of the Consultant, 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.

9.2 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.

9.3 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.

9.4 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 Consultant 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.

9.5 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

2019 LONG FORM CONTRACT

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.

9.6 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]

2019 LONG FORM CONTRACT

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

CITY:

CITY OF MAYWOOD, a general law city

Eddie De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

RICHARDS, WATSON AND GERSHON

Roxanne M. Diaz, City Attorney

CONSULTANT:

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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 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 _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 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.

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☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
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☐ ATTORNEY-IN-FACT

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☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. Develop a Bicycle Master Plan for the City of Maywood.**

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. A completed and adopted Bicycle Master Plan**
 - B. Cost Estimates for all future Bicycle Trails as identified in the Bicycle Master Plan**

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. Critical Path Method Schedules.**
 - B. Monthly meetings.**

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "B"

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$ _____ as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer.**

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. A completed and approved Bicycle Master Plan.**
 - B. Standard drawings of a Class I, Class II, and Class III Bicycle Trail for City adoption.**
 - C. Complete cost estimates for all proposed Bicycle Trails.**

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



AGENDA 10
ITEM NO. _____

CITY COUNCIL STAFF REPORT

ENGINEERING

DATE: MARCH 27, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAN GARCIA, CITY ENGINEER

RE: APPROVE THE GATEWAY CITIES ATLANTIC
AVENUE/BOULEVARD CORRIDOR STUDY IMPLEMENTATION
AGREEMENT AND APPROVE THE PAYMENT OF \$12,646.48

RECOMMENDATION

It is recommended that the City Council approve the Atlantic Avenue/Boulevard Corridor Study Implementation Agreement and approve the payment of \$12,646.48.

FISCAL IMPACT

Proposition C, TDA (3) funds, Measure M or Gas Tax appropriation of \$12,646.48.

LEGAL REVIEW

This item has been reviewed by the City Attorney.

BACKGROUND

The Gateway Cities Council of Governments (GCCOG) proposes to complete a comprehensive Atlantic Corridor Complete Street Evaluation and Master Plan. This effort will include close coordination and significant collaboration with the Cities of Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and Unincorporated Los Angeles County.

The Atlantic Corridor is a major regional North-South travel corridor through the GCCOG jurisdictions. Recent studies have identified the Atlantic Corridor as deficient in many locations, with a wide range of technical issues. Identified issues along the Atlantic corridor include future 2035 volume/capacity and Average Daily Traffic (ADT) volume failure, vehicular delay, high accident/collisions rates, poor Level of Service (LOS), high truck volumes, and poor freeway ramps operations.

The study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to Unincorporated LA, for a complete street. Two primary alternatives considered include 1) the Atlantic Corridor as a "Complete Street" in an "unconstrained" condition to quantify the preliminary engineering and evaluate the feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and the project benefits. The results would provide potential funding partners with an understanding of the holistic context of the improvements. Evaluation would include the existing and future 2035 traffic conditions, Levels of Service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, City entryways/gateways, and potential safe routes to school options. The study would require participation and consensus from all stakeholders, including Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and Unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor.

DISCUSSION

If Maywood chooses to participate in this effort, input from the public, City Council, and staff will be solicited and incorporated into the overall Master Plan through Maywood's portion of the corridor. The Gateway Cities will manage this project and coordinate public meetings through Maywood staff. Maywood would need to approve this agreement and send \$12,646.48 to the Gateway Cities to be a participant in this project.

ATTACHMENT(S)

Attachment No.1. - Atlantic Avenue/Boulevard Corridor Study Implementation Agreement with exhibit.

ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY

IMPLEMENTATION AGREEMENT

BY AND BETWEEN

GATEWAY CITIES COUNCIL OF GOVERNMENTS

AND

CITY OF MAYWOOD

THIS ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY IMPLEMENTATION AGREEMENT ("Agreement") is made and entered as of the 27th day of March, 2019, by and between the Gateway Cities Council of Governments ("Gateway") and the City of Maywood, a municipal corporation ("City"), individually a "party" and collectively, the "parties".

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

- (a) Atlantic Avenue/Boulevard is a major north/south arterial corridor through the Gateway Cities from Long Beach on the south to State Route 60 on the north; and
- (b) Atlantic Avenue/Boulevard carries a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710 freeway, which it closely parallels; and
- (c) The cities along the Atlantic Avenue/Boulevard Corridor ("Corridor") are desirous of establishing a "Complete Streets" model on this major east/west arterial corridor; to relieve traffic congestion and to enhance active transportation opportunities in the neighboring communities ("Atlantic Avenue/Boulevard Corridor Study" or the "Study"); and
- (d) The development of a subregional arterial corridor plan would position the participating agencies to apply for, and receive, federal, state, and regional funding for improvement of the Corridor; and

Attachment A

Atlantic Avenue/Boulevard Corridor Study Scope of Work and Budget

Gateway Cities Council of Governments

Atlantic Corridor Complete Street Evaluation and Master Plan

SECTION 1: INTRODUCTION, PROJECT GOALS & OBJECTIVES

INTRODUCTION

The Gateway Cities Council of Governments (GCCOG) proposes to complete a comprehensive Atlantic Corridor Complete Street Evaluation and Master Plan. This effort will include close coordination and significant collaboration with the Cities of Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and Unincorporated Los Angeles County.

The Atlantic Corridor is a major regional North-South travel corridor through the GCCOG jurisdictions. Recent studies have identified the Atlantic Corridor as deficient in many locations, with a wide range of technical issues. Identified issues along the Atlantic corridor include future 2035 volume/capacity and Average Daily Traffic (ADT) volume failure, vehicular delay, high accident/collisions rates, poor Level of Service (LOS), high truck volumes, and poor freeway ramps operations.

The study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to Unincorporated LA, for a complete street. Two primary alternatives considered include 1) the Atlantic Corridor as a “Complete Street” in an “unconstrained” condition to quantify the preliminary engineering and evaluate the feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and the project benefits. The results would provide potential funding partners with an understanding of the holistic context of the improvements. Evaluation would include the existing and future 2035 traffic conditions, Levels of Service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, City entryways/gateways, and potential safe routes to school options. The study would require participation and consensus from all stakeholders, including Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and Unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor.

The study scope of work is detailed below.

RESPONSIBLE PARTY

The study will be led by GCCOG staff. The GCCOG anticipates the following scope of work to complete the effort provided in the pages to follow.

PROJECT GOALS AND OBJECTIVES

The goal of this study is to improve the Atlantic Corridor by promoting a balanced, comprehensive multimodal transportation system in an effort to enhance sustainability of the communities it serves and address local and regional transportation needs and issues. The study results and the Complete Street Master Plan are expected to lead to programming and implementation of the transportation improvements of complete streets. Specific goals include improving multimodal mobility and access, promote and preserve multimodal transportation system, improve safety and security, foster livable and healthy communities, promote social equity and environmental justice, improve the air quality, and support economic vitality and quality of life of its communities.

Objectives include:

- Identify improvements to reduce transportation related greenhouse gases
- Identify concepts to creating sustainable communities
- Identify and develop community to school or safe routes to school plans
- Identify and develop complete street plans and streetscapes plans
- Identify and develop bike and pedestrian safety enhancement plans
- Identify traffic operations and safety enhancements opportunities
- Evaluate for Corridor enhancements for multimodal mobility, access, safety, and linkages
- Evaluate transit improvement opportunities to preserve transit facilities and optimize transit infrastructure
- Evaluate accessibility and connectivity of the multimodal transportation network

SECTION 2: SCOPE OF WORK (TASKS)

1. PROJECT MANAGEMENT AND ADMINISTRATION

a. Project Initiation

- The GCCOG will hold a kick-off meeting with the jurisdictional stakeholders to discuss project expectations including the scope and schedule.

b. Project Administration

- The GCCOG will track and report milestone status and completion—at least quarterly, but no more frequently than monthly.

c. Project Management

- GCCOG will manage the project, including the coordination of project team meetings and all outreach efforts. Caltrans will be invited to participate in the project team meetings, as needed and appropriate when considering improvements that affect their facilities.

2. DATA COLLECTION AND REVIEW OF EXISTING CONDITIONS

a. Existing Information & Documents

- GCCOG staff will field review the corridor.
- GCCOG staff will meet with each of the jurisdictions/stakeholders.
- GCCOG staff will gather all relevant document and literature for review and summarize useful information and findings relating to the Corridor.

3. MULTI-MODAL CORRIDOR EVALUATION AND ANALYSIS

a. Existing Conditions Corridor Evaluation and Analysis

- GCCOG staff will conduct an existing conditions analysis by identifying opportunities and constraints for the multimodal Corridor. Analysis would include the current traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options. This information will primarily be obtained via the existing technical information prepared from the I-710 draft EIR/EIS as well as the Strategic Transportation Plan.

b. Future Conditions Corridor Evaluation and Analysis

- GCCOG staff will use data and information from recent studies on future conditions along the project Corridor and conduct thorough future conditions analysis for the multimodal Corridor. Analysis will include the 2035 traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.

4. COMPLETE STREETS NEEDS ANALYSIS

a. Conduct Needs Analysis

- GCCOG staff will conduct a detailed needs analysis for complete streets and multimodal Corridor development, and identifying constraints/opportunities. A complete streets menu of options, or opportunities table, will be generated and coordinated with each jurisdiction to determine those elements which are most important and should be the focus of the jurisdiction.

5. COMMUNITY AND STAKEHOLDER OUTREACH

a. Stakeholder Outreach

- GCCOG staff will coordinate meetings to discuss the project with various stakeholder agencies. Access control and possible improvements that benefit/affect their facilities will be presented. GCCOG staff will also conduct stakeholder outreach after developing the concept alternatives and after the development of the draft Master Plan.

- GCCOG staff will coordinate and facilitate a workshop to introduce the project, define project parameters, present the project opportunities and constraints, and solicit opinions. GCCOG staff will also present the project to interested City Councils', or other affected groups after developing the concept alternatives and after the development of the draft Master Plan.

6. COMPLETE STREETS IMPLEMENTATION ALTERNATIVES

a. Develop Alternatives

- Based on the existing and future conditions evaluation and the stakeholder/community input, GCCOG staff will develop alternative concepts for complete street implementation, and will include concept plans, sketches, and photos.
- Two primary alternatives considered include 1) the Atlantic Corridor as a "Complete Street" in an "unconstrained" condition to quantify the high level engineering and feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges as well as project benefits so that potential funding partners could understand the holistic context of the improvements.

7. CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN

a. Develop Master Plan

- Based on the preferred design alternative chosen in the stakeholder and outreach efforts and discussions with the Cities, GCCOG staff will develop a draft Master Plan.

8. DEVELOP CONCEPTUAL DESIGN ALTERNATIVE WITH COST ESTIMATE

a. Develop conceptual Design Alternative with Cost Estimate

- The conceptual plans will be based on site visits, engineering analysis and recommendations from City staff input.
- The conceptual plans will include proposed striping, roadway improvements, and structural improvements, connectivity to adjacent existing bikeway systems, and connectivity to future bikeway systems in order to understand the necessary improvements that will be required by the project footprint

9. PRESENTATIONS TO COMMITTEES AND CITY COUNCILS

a. Presentations

- GCCOG staff will prepare and present PowerPoint presentations to Committees and City Councils, describing quantified and other benefits.

10. FINALIZE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN

a. Finalize Master Plan with Schedule

- GCCOG staff will finalize the Master Plan.
- A program level project schedule will be prepared for preliminary engineering, environmental documentation, design and construction
- Four hard-copies and four electronic copies of the final Master Plan will be submitted to each jurisdiction.

SECTION 3: SCHEDULE

The Gateway Cities Council of Governments (GCCOG) proposes to complete the Atlantic Corridor Complete Street Evaluation and Master Plan over the period of approximately 1 year, with an anticipated kick off in July 2019.

SECTION 4: COST

The Gateway Cities Council of Governments (GCCOG) proposes to complete the Atlantic Corridor Complete Street Evaluation and Master Plan for approximately \$259,024.24, which includes GCCOG consultant staff time and overhead GCCOG expenses.

The initial breakdown, below, is based on linear mile for each jurisdiction.

Jurisdiction	Corridor Designation	Segment Limits	Linear Miles Through Jurisdiction	Cost Per Jurisdiction
Unincorp. LA County (East LA)	Atlantic Boulevard	Telegraph Road to SR-60	1.63	\$ 24,835.85
Commerce	Atlantic Boulevard	Telegraph Road south to 26 th Street	0.65	\$ 9,903.87
Vernon	Atlantic Boulevard	26 th Street to Leonis	0.38	\$ 5,789.95
Vernon/Maywood	Atlantic Boulevard	Leonis to 52 nd Drive	1.2	\$ 18,284.06
Maywood	Atlantic Boulevard	52 nd Drive to Randolph Street	0.83	\$ 12,646.48
Bell	Atlantic Avenue	Randolph Street to Florence Avenue	0.77	\$ 11,732.27
Cudahy/Bell	Atlantic Avenue	Walnut Street north to Florence Avenue	0.09	\$ 1,371.30
Cudahy	Atlantic Avenue	Walnut Street south to Patata Street	0.97	\$ 14,779.62
South Gate	Atlantic Avenue	Patata Street to just North of Abbott Rd.	1.5	\$ 22,855.08
Lynwood	Atlantic Avenue	Abbott Road south to McMillan Street	2	\$ 30,473.44
Unincorp. LA County (East Rancho Dominguez)	Atlantic Avenue	McMillan Street to just north of Alondra Blvd.	1.24	\$ 18,893.53
Compton	Atlantic Avenue	Just north of Alondra Boulevard to LA River	0.43	\$ 6,551.79
Long Beach	Atlantic Avenue	Los Angeles River south to Ocean Boulevard	8.1	\$ 123,417.43
Total Corridor Miles			19.79	\$ 301,534.69

Additionally, there was discussion at the initial meeting regarding funding scenarios, and how Cities would 1) pay for this effort; 2) could receive credit for work already completed or economy of scale; and 3) if there were additional outside sources that could pay or contribute to the cost of the study.

Regarding each jurisdiction paying their per linear mile proportional share, it was noted that there are several funding options, including a City's Prop C, Local Return Measure R, AB 2766 funds, since part of the project involves bicycle and pedestrian facilities, gas tax and/or general funds.

Total Cost	
Unincorp. LA County (East LA)	\$ 24,835.85
Commerce	\$ 9,903.87
Vernon	\$ 14,931.99
Maywood	\$ 21,788.51
Bell	\$ 12,417.93
Cudahy	\$ 15,465.27
South Gate	\$ 22,855.08
Lynwood	\$ 30,473.44
Unincorp. LA County (East Rancho Dominguez)	\$ 18,893.53
Compton	\$ 6,551.79
Long Beach	\$ 123,417.43
	\$ 301,534.69

Regarding credit for work already completed or economy of scale, it was difficult to quantify a cost on planning/design already completed, which likely does not consider all complete street, master plan, and/or Corridor collective goals and variables included in this scope of work that sum, that create the overall Corridor vision.

Lastly, regarding outside sources, this Corridor is a regional corridor, with a nexus to both the 605/405/91 Measure R Hot Spots and 710 Early Action revenue stream sources. However, in discussions with GGCCOG management and MTA staff, it was determined that the initial effort should be locally sponsored to show commitment to the vision and effort. Once the vision is established, with unanimous participation, there has been a high success rate of additional funds being infused into the project to take it to the next phase of implementation.

**ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY
IMPLEMENTATION AGREEMENT**

**BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF MAYWOOD**

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- (b) Atlantic Avenue/Boulevard carries a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710 freeway, which it closely parallels; and
- (c) The cities along the Atlantic Avenue/Boulevard Corridor ("Corridor") are desirous of establishing a "Complete Streets" model on this major east/west arterial corridor; to relieve traffic congestion and to enhance active transportation opportunities in the neighboring communities ("Atlantic Avenue/Boulevard Corridor Study" or the "Study"); and
- (d) The development of a subregional arterial corridor plan would position the participating agencies to apply for, and receive, federal, state, and regional funding for improvement of the Corridor; and

- (e) The parties hereto are each a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields; and
- (f) Section 21 of that certain Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (the "JPA"), to which the City is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing Gateway to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and
- (g) The costs incurred by Gateway for the Study, including indirect costs, shall be assessed only to those Members who are parties to an Implementation Agreement; and
- (h) City, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway to implement and initiate the Atlantic Avenue/Boulevard Corridor Study and is in furtherance of the public interest, necessity and conveyance.

Section 2. Committees.

(a) Atlantic Avenue/Boulevard Corridor Cities Committee. There is hereby established a committee to be known as the Atlantic Avenue/Boulevard Corridor Cities Committee. The Atlantic Avenue/Boulevard Corridor Cities Committee shall consist of an elected member of the legislative body of each agency that has entered into an Atlantic Avenue/Boulevard Corridor Study Implementation Agreement with Gateway, designated by the respective legislative bodies. The Atlantic Avenue/Boulevard Corridor Cities Committee will work in coordination with the Atlantic Avenue/Boulevard Corridor Technical Advisory Committee to provide policy assistance, guidance and direction to Gateway as administrator of this Agreement.

(b) Atlantic Avenue/Boulevard Corridor Technical Advisory Committee. There is hereby established a committee to be known as the Atlantic Avenue/Boulevard Corridor Technical Advisory Committee. The Atlantic Avenue/Boulevard Corridor Technical Advisory Committee shall consist of a staff representative of each agency that has entered into an Atlantic Avenue/Boulevard Corridor Study Implementation Agreement with Gateway, designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representative shall be the Public Works Director or the equivalent for each agency. The Atlantic Avenue/Boulevard Corridor Technical Advisory Committee shall report to and receive direction from the Atlantic Avenue/Boulevard Corridor Cities Committee.

Section 3. Implementation of Atlantic Avenue/Boulevard Corridor Study. To the fullest extent of its authority, the City authorizes Gateway to implement and initiate a Corridor Study for the length of Atlantic Avenue/Boulevard through the Gateway Cities subregion, including initial feasibility studies (as approved by the Corridor Cities and Technical Advisory Committees) required to coordinate with other regional transportation studies. Further, the City authorizes Gateway to request funding and partnering with other public transportation agencies for the Atlantic Avenue/Boulevard Corridor Study (Caltrans, SCAG and Metro).

Section 5. Scope of Work. The Scope of Work to be performed under this Agreement is described in Attachment A, attached hereto and incorporated by this reference.

Section 4. Assessment for Proportional Costs of Study. The City agrees to pay to Gateway upon execution of this Agreement an assessment as described in Attachment A, attached hereto and incorporated herein by this reference, for City's proportional share of the projected costs of the Study.

Section 5. Termination of Agreement. Either party may terminate this Agreement for any reason, in whole or in part, by giving the other party thirty (30) days written notice thereof.

Section 6. Meetings. All regular, adjourned and special meetings of the committees established by this Agreement shall be called and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq., as amended from time to time.

Section 7. Miscellaneous.

(a) Compensation and Expense Reimbursement. All members of the Atlantic Avenue/Boulevard Corridor Cities Committee shall receive a stipend of one hundred dollars (\$100) for attendance at each meeting. Each member shall be reimbursed for reasonable and necessary expenses actually incurred by such member in the conduct of business related to the purposes of this Agreement, pursuant to an expense reimbursement policy established by the Gateway Cities COG prior to such expenses being incurred.

(b) Amendments. This Agreement may be amended by written agreement of the parties hereto.

(c) Hold Harmless and Indemnification. To the fullest extent permitted by law, City and Gateway agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in

relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

(d) Party Action. Unless otherwise provided in this Agreement, any action of a party required or authorized in this Agreement shall be by appropriate legislative action of the governing body of such party.

(e) Notice. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed as set forth below, and shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent in the aforesaid manner:

To Gateway: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723
Attention: Nancy Pfeffer, Executive Director

To City: City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
Attention: Don Wagner, Interim City Administrator

(f) Waiver. Waiver by a 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.

(g) Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

(h) No Presumption in Drafting. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply.

(i) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

(k) Litigation/Proceeding Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

(l) Successors. This Agreement shall be binding upon and injure to the benefit of any successor of a party.

(m) Assignment and Delegation. Neither party shall assign any rights nor delegate any duties under this Agreement without the written consent of the other party.

(n) Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

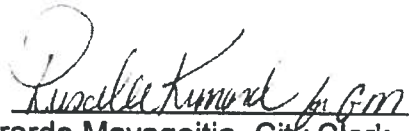
(o) Execution. The legislative bodies of the parties hereto each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

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

CITY OF MAYWOOD

By: 
Eduardo De La Riva, Mayor

ATTEST:

By: 
Gerardo Mayagoitia, City Clerk

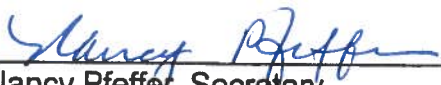
APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

GATEWAY CITIES COUNCIL OF
GOVERNMENTS


Fernando Dutra, President

ATTEST:


Nancy Pfeffer, Secretary

APPROVED AS TO FORM


Ivy Tsai, Legal Counsel



AGENDA 11
ITEM NO. _____

CITY COUNCIL STAFF REPORT

ENGINEERING

DATE: MARCH 27, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR

BY: DAN GARCIA, CITY ENGINEER

RE: AMEND THE PROFESSIONAL SERVICES AGREEMENT FOR SEWER SYSTEM HYDRAULIC MODELING PROFESSIONAL SERVICES WITH PSOMAS, TO ADD ADDITIONAL SERVICES AND INCREASE THE TOTAL COMPENSATION BY \$100,900.00

RECOMMENDATION

It is recommended that the City Council approve an Amendment No. 2 to a Professional Services Agreement with Psomas in an amount of \$100,900.00 for a not to exceed amount of \$154,600.00 for Hydraulic Analysis of a Second Sewer System Model and authorize the City Administrator to sign on behalf of the City.

FISCAL IMPACT

An appropriation of an additional \$100,900.00 from the Sewer Enterprise Fund for a Second Model of Hydraulic Analysis as Amendment No. 2. This would bring the total Contract Amount for Psomas to \$154,600.00. The Hydraulic Analysis is an approved Fiscal Year 2018/19 Mid-Year Capital Improvement Project.

LEGAL REVIEW

Reviewed by the City Attorney.

BACKGROUND

Currently the City of Maywood is under the jurisdiction of the State Attorney General as referred by the Los Angeles Regional Water Quality Control Board (LARWCB) for its violation of California State Water Resources Control Board Order No. 2006-0003-DWQ. Maywood had 18 reported sewer spills (SSO's) from 2009 to present. The State is requiring that Maywood perform a Sewer System Evaluation Study (SSES) as one of the elements in the Board Order that will bring Maywood a step closer to compliance with such Order.

A component of the SSES is the Hydraulic Analysis. This consists of determination of hydraulic grade lines (HGL) throughout the sewer system. From this HGL, it can be determined whether a sewer pipe is undersized or not. City Council approved Psomas's contract on July 11, 2018 to prepare the required first Hydraulic Analysis Model based on the information that we had at the time.

In order to complete the first model an appropriation of \$16,200.00 was necessary due to inadequate Maywood sewer invert and flow monitoring information. This Amendment No. 1 was approved by staff on October 19, 2018. Since then, additional flow monitoring was performed at one location on 52nd Street and Cudahy Avenue and a Technical Memo was produced on February 4, 2019. This memo detailed the First Hydraulic Analysis Model with the additional datum and flow monitoring that was added but discrepancies still existed. The Technical Memo detailed solutions to these problems. These problems were later discussed with the Los Angeles Regional Water Quality Control Board to have them weigh in on the situation.

DISCUSSION

On February 22, 2019 staff had a telephone discussion with Psomas and the LARWQCB staff regarding the first model and the Technical Memorandum. Due to the errors in the datum and lack of flow monitoring that was recommended by LARWQCB, Psomas has offered to 1) Survey to correct the datum, 2) Revise the data in the GIS, 3) perform additional flow monitoring at four locations and 4) Re-Calibrate the model to produce a second Hydraulic Analysis Model. LARWQCB staff agreed that this was necessary and Maywood staff agreed to recommend to the City Council to amend the Psomas contract to include all of these items necessary to produce a reliable second hydraulic analysis model.

Thus, with this attached amendment and scope, staff recommends that City Council approve the necessary items for a reliable second hydraulic analysis model for Maywood's Sewer System. This second model can then be used in compiling and scheduling Sewer improvements for at least the next 10 years in

the Maywood Capital Improvement Program. According to LARWQCB staff these additional items will satisfy this requirement for Maywood compliance.

ATTACHMENT(S)

Attachment No.1 - Professional Services Agreement (PSA) with Psomas
July 11, 2018.

Attachment No. 2 - Amendment No. 1 to Psomas PSA October 19, 2018

Attachment No.3 - Psomas Proposal for 2nd Hydraulic Model dated
March 7, 2019

Attachment No.4 - Amendment No. 2 with Psomas.

**CITY OF MAYWOOD
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of July, 2018 by and between the City of Maywood, a municipal corporation organized under the laws of the State of California with its principal place of business at 4319 East Slauson Avenue, Maywood, California 90270 ("City") and Psomas, a California Corporation with its principal place of business at 3 Hutton Center Drive, Suite 200, Santa Ana California 92707 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Contract Hydraulic Analysis services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the Sewer System Evaluation Study Project – Hydraulic Analysis Component ("Project"), as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Hydraulic Analysis consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from July 11, 2018 to June 30, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Charles Kluger.

3.2.5 City's Representative. The City hereby designates Daniel Garcia, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Michael D. Swan, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's

Representative shall supervise and direct the Services, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City may suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury

and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled, Consultant shall, within ten (10) days after receipt of written notice of such cancellation, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Maywood, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers,

employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement except for Professional Liability Insurance shall be endorsed to state that: (A) coverage shall not be canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the City; and to the extent commercially and reasonably available (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all

insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures. Nothing herein shall be construed as placing responsibility for site safety or for the safety of anyone other than its employees and subconsultant employees upon Consultant. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety measures, precautions or programs at the project site, as these are solely the responsibility of the construction contractor.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.14 Storm Water Management.

3.2.14.1 Generally. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.14.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.14.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.14.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity to the extent that Consultant is given the opportunity to participate in its defense and it is determined to be caused by the negligent acts or omissions of Consultant.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed THIRTY SEVENT THOUSAND FIVE HUNDRED Dollars (\$37,500) without written approval of City's City Administrator. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless covered by this agreement as authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant 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 16000, 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. Consultant 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.

3.3.6 Registration. Effective March 1, 2015, If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code

Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of ten (10)

years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. To the extent commercially and reasonably practical, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Psomas
3 Hutton Centre Drive, Suite 200
Santa Ana, California 92707
Attn: Michael D. Swan, PE, ENV SP, Vice President

City:

City of Maywood
4319 E. Slauson Ave.
Maywood, CA 90270
Attn: Donald J. Wagner, Interim City Administrator

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall reimburse City for all expenditures, including reasonable attorneys fees, incurred by City in defending against any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents and ultimately determined to be caused by the negligent acts, errors or omissions of Consultant. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for

the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding provided that Consultant agreed to such settlement. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply; according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

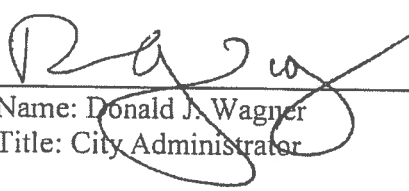
[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MAYWOOD
AND PSOMAS**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 11th day of July, 2018.

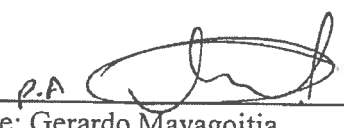
City:

City of Maywood,
a California municipal corporation

By: 

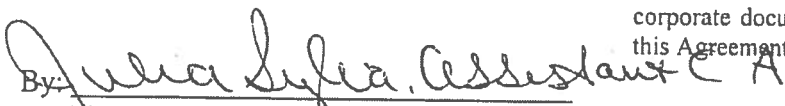
Name: Donald J. Wagner
Title: City Administrator

Attest:

By: 

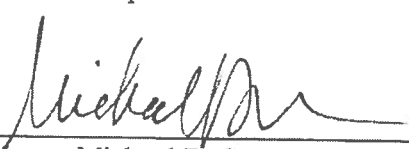
Name: Gerardo Mayagoitia
Title: City Clerk

Approved as to Form:

By: 
Name: Michael Montgomery
Title: City Attorney

Consultant:

Psomas
a California corporation

By: 

Name: Michael D. Swan, PE, ENV SP
Title: ☐ Chairman ☐ President
X Vice President

By: _____

Name: _____
Title: ☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

EXHIBIT "A"
SCOPE OF SERVICES

- I. Contractor will perform the following services:**
 - A. See Attachment A.**

EXHIBIT "B"
COMPENSATION

I. Contractor shall perform the following Services at the following rates:

Water and Wastewater Engineering Services Southern California
Hourly Rates

Effective through December 31, 2018

\$75 - \$ 95 - Administrative Assistant
\$80 - \$105 - Engineering Assistant
\$85 - \$125 - CAD Designer, Staff Engr., Staff Environmental Scientist
\$90 - \$125 - Lead CAD Designer
\$90 - \$130 - Civil Engineering Designer, Environmental Scientist
\$100 - \$140 - Professional Engineer, Surveyor
\$130 - \$180 - Project Engineer/Project Surveyor, Senior Envir. Scientist
\$155 - \$195 - Senior Project Engineer, Senior GIS Specialist
\$160 - \$200 - Project Manager
\$190 - \$250 - Senior Project Manager, QA/QC Manager, Principal-in-Charge
\$270 - Two-Man Survey Crew

Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, fringe benefits and fee.

Survey and other specialty equipment will be charged at a per unit per day rate. Expert witness testimony is two times the normal rate.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

II. Reimbursables

Mileage at \$.54 per mile (or current IRS allowable rate) and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.

III. The above schedule is for straight time. Overtime will be charged at 150 percent of the standard hourly rates. Sundays and holidays will be charged at 200 percent of the standard hourly rates.

June 29, 2018

ATTACHMENT A

Daniel Garcia, PE, AICP
City of Maywood Engineer
Interwest Consulting Group, Inc.
316 Tejon Place
Palos Verdes Estates, CA 90274

Subject: Wastewater Collection System Model Proposal

Dear Mr. Garcia:

Psomas is pleased to submit this proposal for preparation of a hydraulic model of the City of Maywood's wastewater collection system. This model will be based on data currently being populated in the City's Sewer System GIS and will be used to evaluate the capacity of the entire sewer system. If there are existing capacity deficiencies in the system, the model can and will be used to generate recommended capital improvements to correct these deficiencies.

Psomas has developed numerous water and wastewater system hydraulic models for public agencies and would propose to use InfoSewer hydraulic modeling software by Innovyze, which we have substantial experience with. This software is compatible with GIS and the shape files can be easily imported in as well as exported out so that any changes in the model files made to correct connectivity or to fix GIS issues can be exported back to the Sewer GIS to keep it current and accurate.

We have reviewed a preliminary copy of the City's Sewer GIS and understand this system is incomplete but currently in the process of being populated to include pipe diameters, and manhole rim and invert elevations gathered from record drawings and survey information. Once this task is complete, Psomas will take the GIS, import into the InfoSewer model and run connectivity checks and other diagnostics and generate a list of either missing or inconsistent data including potential sewer looping, slopes in the wrong direction, pipes with no outlet, and other issues. We have also obtained a copy of the Los Angeles County Sanitation Districts tributary maps to the two outlet points from the City system into theirs and noticed some inconsistencies between the two maps that will need to be resolved. We believe much of this can be resolved by pulling manhole covers

3 Hutton Centre Drive
Suite 200
Santa Ana, CA 92707

Tel 714.751.7373
Fax 714.545.8883
www.psomas.com

Mr. Daniel Garcia

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June 29, 2018

Wastewater Collection System Model Proposal

and verifying the channel configurations and direction of flow and that City maintenance crews can resolve these issues from a list of manholes, map markups and questions provided by Psomas. Alternatively, Psomas surveyors can pull the manhole covers, take photos, and obtain invert elevation data as needed at an additional fee to be negotiated based on the magnitude of these issues.

Additionally, we have obtained Excel data for flow monitoring that LACSD accomplished for each of the City's two outlet points from June of 2013 that can be used to calibrate the sewer model. However, there appear to be multiple locations where the City system collects sewage from outside agencies (primarily the City of Vernon) so the land use for these tributary areas will need to be determined to estimate flows coming into the City's system at these points, because that flow as well as flow from the City of Maywood is also being reflected in the LACSD flow monitoring data. We understand we can obtain water use data from the City area from the private water companies serving the City (and hopefully the areas of Vernon that are tributary to the City's sewer system) to help determine flow factors for various land use categories and to calibrate the flows from the model at the two flow monitoring points.

With the above understanding, assumptions and clarifications, Psomas would propose to complete the tasks detailed on the attached scope of work on a time and materials basis for an estimated fee of \$37,500, which fee will not be exceeded without prior approval from the client. Psomas will invoice for these services on a monthly basis in accordance with our current billing rates, a copy of which is attached and made a part of this proposal. Based on our understanding of the work effort involved, we would propose to deliver a preliminary Technical Memorandum for City review (Task 8) within 8 weeks of receipt of a notice to proceed and obtaining all data with the other tasks to be completed as shown on the attached schedule. This is a rather aggressive schedule but we understand the City is under pressure to complete this system capacity analysis and will do everything we can to move this along for the City. It should be noted, however, that if there are major connectivity or unresolved issues, key missing invert elevations, or other issues with the GIS data and substantial field work and/or surveys are needed to resolve these issues, the completion of Task 3 could be delayed, which could in turn delay the subsequent tasks. Psomas shall not be responsible for delays due to causes beyond our reasonable control and in the case of such delay, the time of completion shall be extended accordingly. We propose to provide the City with weekly email status updates on progress and quickly identify issues that could impact the schedule so they can be addressed in a timely manner.

Mr. Daniel Garcia

Page 3 of 3

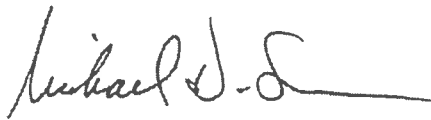
June 29, 2018

Wastewater Collection System Model Proposal

We look forward to working with you on this challenging project. Please don't hesitate to contact me if you have any questions or we can provide additional information.

Sincerely,

PSOMAS

A handwritten signature in black ink, appearing to read "Michael D. Swan", with a long horizontal flourish extending to the right.

Michael D. Swan, P.E.

Vice President

Senior Project Manager

Attachments – Scope of Services, Schedule

City of Maywood – Wastewater Collection System Model Development & Capacity Analysis

Scope of Services

1. Kick-off meeting, GIS data collection and analysis – Review GIS data for completeness and connectivity. Determine if there is any missing invert or pipeline data and check for inconsistencies, such as pipes sloping in the wrong direction, disconnected pipelines, looping, etc. Compile a list of missing data. Estimate missing invert data where possible based data for adjacent pipelines. Meet with City to discuss missing data and jointly develop plan for obtaining necessary data to complete model. Assume City to provide missing critical data (i.e. surveyors to dip manhole invert elevations) but an option would be for Psomas to collect data at an additional fee to be negotiated.
2. Sewer model development from GIS – The City's GIS data will be used to develop a hydraulic model of the sewer system in InfoSewer software. The sewer pipeline and manhole data contained in the City's GIS will be imported into InfoSewer as model elements along with model data such as pipeline diameter, invert elevation, etc. InfoSewer is a GIS-based software that will map model data fields to data fields within the existing GIS.
3. Flow monitoring and water use data analysis – Flow monitoring data available from Los Angeles County Sanitation District (LACSD) will be utilized to calculate average and peak sewer flows from each of the two existing tributary collection basins. Average water use by customer class will be calculated based on metered water use data by parcel provided by Maywood water companies. The percentage of sewer flow to water flow will be estimated based on basin sewer flow monitoring and water use data collected.
4. Develop sewer generation factors – Reasonable sewer flow factors by land use category will be developed using a certain percentage factor applied to the water use data that calibrate closely with the flow monitoring data. If sufficient data is available from the LACSD flow monitoring, diurnal curves will be generated for the major different land uses (i.e. residential, commercial, etc.) Alternatively, a more simplified approach will be utilized and we will generate a peak dry weather flow from average flow using either a uniform peaking factor or a sliding peaking factor based on average flow (typical logarithmic peaking relationship).
5. Sewer model loading and calibration – Parcels within the City's GIS will be assigned to a loading manhole using tools within the modeling software and a review of the loading assignments with adjustments as needed. If appropriate, based on water use data, point loads will be generated for certain large users. Sewer loading factors and peaking developed above will be adjusted to calibrate modeled outflow to flow monitoring data.
6. Sewer capacity analysis – Run sewer model simulations to evaluate the capacity of the City's sewer pipelines under peak dry weather flow conditions. Certain depth-to-Diameter ratios (d/D) will be utilized based on pipeline size to identify those pipe segments that exhibit capacity deficiencies. A table showing model output will be developed showing output data including modeled d/D with any capacity deficiencies

flagged. A graphical representation of model output will be provided with pipeline d/D color coded to easily identify any capacity issues.

7. Pipeline capacity improvements – A table showing required diameters for pipelines with insufficient capacity will be generated and provided to the City.
8. Prepare draft technical memorandum summarizing methods and results. Meet with City staff to review results.
9. Finalize memo based on comments received from staff.

Deliverables:

- GIS shape file of sewer system including all modifications made by Psomas for connectivity, invert data, pipe lengths, etc.
- GIS file showing parcel loading by manhole.
- Excel spreadsheet showing all pipe data including upstream and downstream manhole, segment length, diameter, slope, average flow, peak flow, and d/D.
- Excel spreadsheet showing listed capacity deficient pipe segments and the recommended upsizing to correct deficiency.
- Graphic (map) illustrating results of spreadsheet above.
- Word and pdf files of Technical Memorandum documenting model development rationale, data utilized, assumptions, criteria, and hydraulic modeling results.

Key Assumptions/Exclusions:

City will provide all invert elevations, either initially or after Psomas does a GIS data and connectivity check and generate a list of missing data. Alternatively, Psomas surveyors can collect the missing data at an additional fee to be negotiated based on the level of missing data or manholes that need to be checked.

City will provide key with definitions to the “Use Code” column included in the Parcel GIS data to determine various land use types.

Flow monitoring data provided by LACSD for the two points of connection from a one-week period in June 2013 will be used to calibrate the model.

Water companies within the City (and hopefully the portions of the City of Vernon being seweraged through the City’s system) will provide water use data by parcel for use in developing sewer flow factors and, in concert with LACSD flow monitoring data, for calibrating the flows to the two outfalls.

Consistent with the professional standard of care and unless otherwise specifically provided herein, Psomas shall be entitled to rely upon the accuracy of data and information provided by City and others without independent review or evaluation.

Any opinion of construction cost prepared by Psomas represents its judgement as a design professional and is supplied for the general guidance of City. Since Psomas has no control over

the cost of labor and material, or over competitive bidding or market conditions, we do not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

Psomas shall have no responsibility for the discovery, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

**City of Maywood Wastewater Collection System Model
Schedule**

Task No.	Task Description	Weeks										
		1	2	3	4	5	6	7	8	9	10	11
1	Kick-off meeting, GIS data collection, analysis											
2	Sewer model development from GIS											
3	Flow monitoring and water use data analysis											
4	Develop sewer flow generation factors											
5	Sewer model loading and calibration											
6	Sewer capacity analysis											
7	Pipeline improvement analysis											
8	Prepare draft Tech Memo documenting analysis											
	City review											
9	Prepare final Tech Memo											

Task nos. match Scope of Services. If there are major connectivity and GIS issues to resolve and substantial field work and/or surveying is required, Task 1 and 2 could be delayed, potentially delaying Project completion.

P S O M A S

Balancing the Natural and Built Environment

October 19, 2018

Daniel Garcia, PE, AICP
City of Maywood Engineer
Interwest Consulting Group, Inc.
316 Tejon Place
Palos Verdes Estates, CA 90274

**Subject: City of Maywood Wastewater Collection System Model
Additional Authorization Request**

Dear Mr. Garcia:

This letter is to request additional authorization for the subject work effort. In preparing the City sewer model we encountered some work elements that were more complicated and challenging than originally estimated in our proposal of June 29, 2018. These elements are described below along with the amount of additional work effort involved to obtain their satisfactory resolution.

1. Numerous sewer segments had either no upstream, no downstream, or in some cases neither invert elevations and many segments had incorrect invert elevations so that when they were imported into GIS it showed them sloping the wrong direction. This could have been caused by as-built drawings having different datums, incorrect or lack of record drawings, or errors in GIS data entry. The majority of these segments and issues with the initial data were pointed out to Interwest at our meeting on August 3, 2018, and research by Interwest resolved some of the issues. However, many of the segments had to be resolved by Psomas in order to get the model to run correctly. Initially, we contemplated the potential need to have surveyors go out and dip sewer inverts in the field but we were able to fill in missing inverts and estimate slopes using data from sewers in paralleling adjacent streets without having to employ field surveying.

Hours: 41 \$5,115

2. Our original proposal we assumed we would be able to obtain water use data from areas of the City as well as the City of Vernon area tributary to the City sewer collection system that we could use to develop sewer flow factors for calibration of the model.

3 Hutton Centre Drive
Suite 200
Santa Ana, CA 92707

Tel 714.751.7373
Fax 714.545.8883
www.psomas.com

Mr. Daniel Garcia

Page 2 of 3

October 19, 2018

Wastewater Collection System Model Additional Authorization Request

This water use data turned out to be unavailable and we also were not able to obtain from the City of Vernon information on the land use or flows tributary to the City of Maywood collection system. After numerous attempts, we finally obtained a rather crude atlas map showing City of Vernon sewer lines, which we used to determine the tributary area to the City of Maywood system. We then obtained and utilized County of Los Angeles assessor parcel land use data for the Vernon tributary area, which had to be researched and tabulated into GIS for the model.

Hours: 27 \$3,505

3. Calibration of the modeled flows to the flow monitoring information provided by Los Angeles County Sanitation Districts at two locations turned out to be problematic in that typical sewer planning-level flow factors utilized initially generated substantially lower modeled flows than the monitored flows. These flow factors were adjusted upwards numerous times until we reached fairly close preliminary calibration. However, one of the tributary basins was higher and one was lower than the monitored flows. Therefore, since the flows from the Vernon area tributary to the City system may be contributing a significant flow percentage to at least one of the flow monitored basins, we requested a flow recorder be set at one of the manholes just upstream of this discharge to ascertain what the actual Vernon portion of the flow and to assist with calibration of the model. Once we receive the flow monitoring results, this data needs to be analyzed and the preliminary calibration refined by adjusting flow factors into final calibration.

Hours: 40 \$5,000

4. Due to the above factors, which delayed the project, additional project management and quality control time was incurred.

Hours: 12 \$2,580

Total: 120 \$16,200

Once model calibration is achieved we run the peak flow scenario and develop a list of capacity deficient sewer segments. Finally, we will develop recommended improvements to the collection system to alleviate these deficiencies. In developing this capital improvement program (CIP) we will consult with City staff regarding the potential for additional development that might increase flow and generate the need to upsize any of the recommended improvements.

Based on the above, we would request our authorization be increased by \$16,200 from the original authorization of \$37,500 to \$53,700.

Mr. Daniel Garcia

Page 3 of 3

October 19, 2018

Wastewater Collection System Model Additional Authorization Request

We look forward to completing this challenging sewer modeling project and developing a recommended CIP that the City can use along with the proposed sewer rehabilitation program to move forward with upgrading the condition and capacity of the sewer collection system.

Please don't hesitate to contact me if you have any questions or we can provide additional information.

Sincerely,

P S O M A S

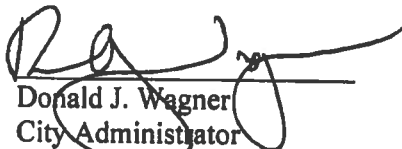


Michael D. Swan, P.E.

Vice President

Senior Project Manager

Approved as Amendment No. 1 to Agreement dated July 11, 2018


Donald J. Wagner
City Administrator
City of Maywood

March 7, 2019

Daniel Garcia, PE, AICP
City of Maywood Engineer
Interwest Consulting Group, Inc.
316 Tejon Place
Palos Verdes Estates, CA 90274

**Subject: City of Maywood Wastewater Collection System Model
Amendment No. 2**

Dear Mr. Garcia:

This letter is to request additional authorization for the subject work effort. The recent Technical Memorandum summarizing the preparation of the current City sewer model recommended additional work efforts to develop a more accurate, comprehensive sewer model. And in our joint discussions with State Water Resources staff, they were in agreement with these recommendations. To that end, we would propose the following additional scope of work.

1. Numerous sewer segments had either no upstream, no downstream, or in some cases neither invert elevations and many segments had incorrect invert elevations so that when they were imported into GIS it showed them sloping the wrong direction. Assumptions were made in order to complete the initial hydraulic model but these need to be confirmed or adjusted. In order to correct/resolve these issues we would propose to survey 85 manholes. This will allow us to resolve datum issues as well as collect missing manhole invert elevations. The 85 key manholes to be surveyed are shown on Figure 1. A control survey shall be performed utilizing conventional and static GPS methods. Horizontal control will be relative to the North American Datum of 1983 (NAD83), with coordinates based on the California Coordinate System (CCS83, Zone V) as published by the California Spatial Reference Center (CSRC). Vertical control will be based on the County of Los Angeles benchmark system, if available, and will be relative to the North American Vertical Datum of 1988 (NAVD88). Once the manholes have been located, and horizontal and vertical values (rim elevations) have been established for them, our field crew will obtain invert elevations for each manhole. It is assumed that the manholes will be unlocked and we will be able to access the manholes without assistance.

Survey: \$35,000

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Mr. Daniel Garcia

Page 2 of 3

March 7, 2019

Wastewater Collection System Model Additional Authorization Request

2. We will then revise the data in the GIS and hydraulic model and adjust the invert elevations on adjacent connecting manholes as necessary using slope data so they match these surveyed invert elevations.

GIS/Model Revisions:\$14,000

3. In order to better calibrate the model, flow monitoring will be conducted at four key locations as shown on Figure 2 for a period of up to eight consecutive weeks. This period is needed to catch some rainfall events as well as have all four locations monitored at the same time versus the previous flow monitoring that was all at different times. We propose to use ADS as a subconsultant to perform this flow monitoring.

Flow Monitoring: \$26,900

4. Following the flow monitoring, we would re-calibrate the flow factors to match the new data and also add a diurnal curve for peaking based on simultaneous flow monitoring, as what we had previously was not sufficient to do much with in terms of peaking. This task would involve analysis of the flow monitoring data and re-calibration of the model and update of the Technical Memorandum completed for the initial model. A draft of the updated Tech Memo will be submitted to the City and State Water Resources staff for review and comment and then the Tech Memo will be finalized based on comments. Final deliverables will include the manhole survey data, updated GIS and model files, flow monitoring report, and final Tech Memo complete with any recommended capital improvements based on capacity deficiencies.

Tech Memo & Deliverables: \$25,000

We can accomplish Tasks 1 and 2 while Task 3 (flow monitoring) is being completed. The flow monitoring is scheduled for eight weeks and it should take at least a week to obtain encroachment permits and permission from Los Angeles County Sanitation District to place flow meters in their manholes and another week to obtain the flow monitoring data after the metering equipment is removed from the manholes. That equates to about ten weeks to complete Tasks 1-3. Task 4 should take four weeks to complete the draft Tech Memo and allowing three more weeks for review and comment and finalization would total about 17 weeks following receipt of a notice to proceed to complete this work effort and provide final deliverables.

Based on the above, we would request additional authorization of **\$100,900** as Amendment No. 2, which would increase our contract authorization from \$53,700 to **\$154,600**.

Mr. Daniel Garcia

Page 3 of 3

March 7, 2019

Wastewater Collection System Model Additional Authorization Request

We look forward to completing this challenging sewer modeling project and developing a recommended Capital Improvement Plan that the City can use along with the proposed sewer rehabilitation program to move forward with upgrading the condition and capacity of the sewer collection system.

Please don't hesitate to contact me if you have any questions or we can provide additional information.

Sincerely,

P S O M A S

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Michael D. Swan, P.E.

Vice President

Senior Project Manager

Attachments: Figures 1 and 2



Figure 1
Manholes to Survey

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community



Figure 2 Flow Monitoring Locations

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MAYWOOD AND PSOMAS

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Maywood, a California municipal corporation ("City") and Psomas, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of March 27, 2019 ("Effective Date").

RECITALS

A. On July 11, 2018, the City and Consultant entered into an agreement for professional services for the Consultant to provide professional engineering services ("Agreement");

B. On October 19, 2019, additional services were requested by the City as evidenced by a letter amendment to the Agreement.

C. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term and modify the Scope of Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. The term set forth in Section 3.1.2 of the Agreement is hereby revised to extend the term through December 31, 2019, unless sooner terminated as provided therein.

Section 2. Section 3.2.1 of the Agreement is hereby revised to increase the Maximum Compensation amount by \$100,900.00, for a new Maximum Compensation of \$ 154,600.00.

Section 3. Consultant shall perform the additional services set forth in the "Psomas Amendment 2 Proposal", which is attached as Exhibit A to this Amendment ("Additional Services"). The Additional Services shall be subject to the terms and conditions of the Agreement.

Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

[signatures begin on next page]

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MAYWOOD AND PSOMAS

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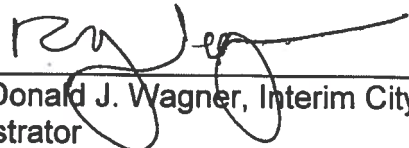
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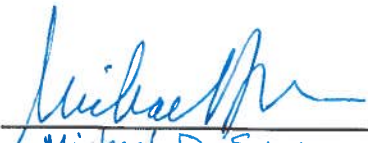
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[signatures begin on next page]

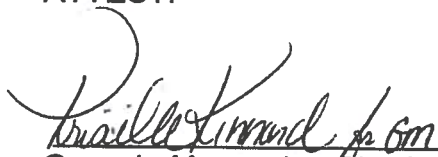
CITY OF MAYWOOD

By: 
Donald J. Wagner, Interim City
Administrator

PSOMAS (CONSULTANT)

By: 
Michael D. Swan
Its: Vice President

ATTEST:


Gerardo Mayagoita, City Clerk

APPROVED AS TO FORM:

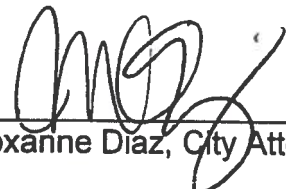

Roxanne Diaz, City Attorney

EXHIBIT A
ADDITIONAL SERVICES

March 7, 2019

Daniel Garcia, PE, AICP
City of Maywood Engineer
Interwest Consulting Group, Inc.
316 Tejon Place
Palos Verdes Estates, CA 90274

**Subject: City of Maywood Wastewater Collection System Model
Amendment No. 2**

Dear Mr. Garcia:

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Survey: \$35,000

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Mr. Daniel Garcia

Page 2 of 3

March 7, 2019

Wastewater Collection System Model Additional Authorization Request

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Mr. Daniel Garcia

Page 3 of 3

March 7, 2019

Wastewater Collection System Model Additional Authorization Request

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Please don't hesitate to contact me if you have any questions or we can provide additional information.

Sincerely,

PSOMAS

A handwritten signature in dark ink, appearing to read "Michael D. Swan", with a long horizontal flourish extending to the right.

Michael D. Swan, P.E.

Vice President

Senior Project Manager

Attachments: Figures 1 and 2



Figure 1 Manholes to Survey



Figure 2
Flow Monitoring Locations



AGENDA 13
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 27, 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: DEED RESTRICTION FOR PIXLEY PARK TO THE LOS ANGELES COUNTY REGIONAL OPEN SPACE DISTRICT FOR GRANT NO. 58M1-14-2375

RECOMMENDATION

That the City Council approve the deed restriction for Pixley Park substantially in the form attached to this agenda report, to be consistent with public purposes of the Los Angeles County Regional Open Space District Grant Program.

FISCAL IMPACT

There is no fiscal impact for this action.

LEGAL REVIEW

This item has been reviewed by the City Attorney.

BACKGROUND

The Los Angeles County Regional Open Space District awarded Maywood a grant for various park purposes known as Grant No. 58M1-14-2375. As a requirement of that fund, a deed restriction guaranteeing that the Park be used for public purposes was one of the requirements that was not submitted. For future funding for Pixley Park under this Grant Program, the Los Angeles County

Regional Open Space District requires that a deed restriction be enacted by Maywood to be consistent with public purposes.

DISCUSSION

This deed restriction is required by the Los Angeles County Regional Open Space District in order to receive grant funding from that agency.

This page is part of your document - DO NOT DISCARD



20190285690



Pages:
0024

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/02/19 AT 12:50PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201904023350140

00016437015



009728007

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY

COUNTY OF LOS ANGELES

MAIL TO:

**Los Angeles County Regional Park
and Open Space District
1000 S. Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803
Attention: Administration Section**

04/02/2019



20190285690

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Deed Restriction

RECORDING REQUESTED BY:

Los Angeles County Regional Park and Open Space District

WHEN RECORDED MAIL TO:

Los Angeles County Regional Park and Open Space District

510 S Vermont Avenue, Room 230

Los Angeles, CA 90020

Attn: Administration Section

Exempt from Recording Fees Pursuant to

Government Code Section 27383

DEED RESTRICTION

WHEREAS, the City of Maywood, a California municipal corporation, hereinafter referred to as "Owner" is the record owner of the real property described in Exhibit A, attached and incorporated herein by reference, commonly known as Pixley Park and Riverfront Park and hereinafter referred to as the "Property"; and

WHEREAS, the Los Angeles County Regional Park and Open Space District hereinafter referred to as the "District" is a public agency created and existing under the authority of Section 5506.9 et seq of the California Public Resources Code hereinafter referred to as the "PRC"; and

WHEREAS, Owner applied to the District for grant funds available pursuant to the Prop A Grant Program for Pixley Park and Riverfront Park; and

WHEREAS, the District conditionally approved Grant No. 58M1-14-2375 hereinafter referred to as "Grant" for Pixley Park and Riverfront Park, which included three new play pockets at Pixley Park and two new play pockets at Riverfront Park to include new play equipment, concrete curbing and surfacing, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the District's Grant Program, Safe Neighborhood Parks Proposition of 1996 Section 24 et seq, and the funds that are the subject of the Grant could therefore not have been granted; and

WHEREAS, Owner(s) has elected to comply with the Deed Restriction of the Grant, so as to enable Owner to receive the Grant funds and perform the work described in the grant.

NOW, THEREFORE, in consideration of the award of the Grant funds by the District, the undersigned Owner for itself and for its heirs, assigns and successors-in-interest, hereby irrevocably covenant(s) with the District that the condition of the Grant (set forth in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions, and restrictions on the use and enjoyment of the Property that are here by attached to the deed of the Property as fully effective components thereof.

DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner and all its assigns or successors-in-interest in perpetuity.

TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, Section 8 of the California Constitution and b) Section 402(i) of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

RIGHT OF ENTRY. The District or its agent or employees may enter onto the Property at times reasonably acceptable to Owner to ascertain whether the use restrictions set forth above are being observed.

REMEDIES. Any act, conveyance, contract, or authorization by Owner whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. The District may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of the District to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed the 27th of March, 2019.

CITY OF MAYWOOD

By: Eduardo De La Riva
Eduardo De La Riva, Mayor

ATTEST:

By: J. Padilla
City Clerk

APPROVED AS TO FORM:

Roxanne Diaz
Roxanne Diaz, City Attorney

State of California)
County of Los Angeles)

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

Signature Leslie Gruson (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

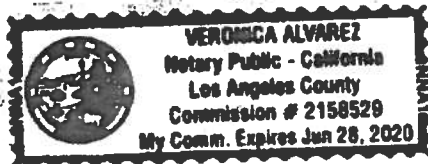
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles
 On 3/09/19 before me, VERONICA ALVAREZ Notary
 Date Here Insert Name and Title of the Officer
 personally appeared Guillermo A Padella
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Veronica Alvarez
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los AngelesOn 3/29/19 before me, Veronica Alvarez Notary

Date

Here Insert Name and Title of the Officer

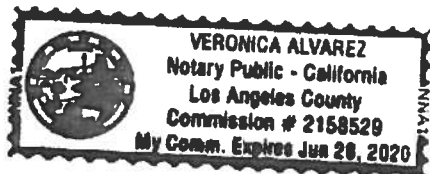
personally appeared Eduardo De La Riva

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

Exhibit A

PIXLEY PARK

LEGAL DESCRIPTION

March 27, 2019

PARCEL I. THE WESTERLY 40 FEET MEASURED ALONG THE NORTHERLY LINE OF LOT 927 IN BOOK 37, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

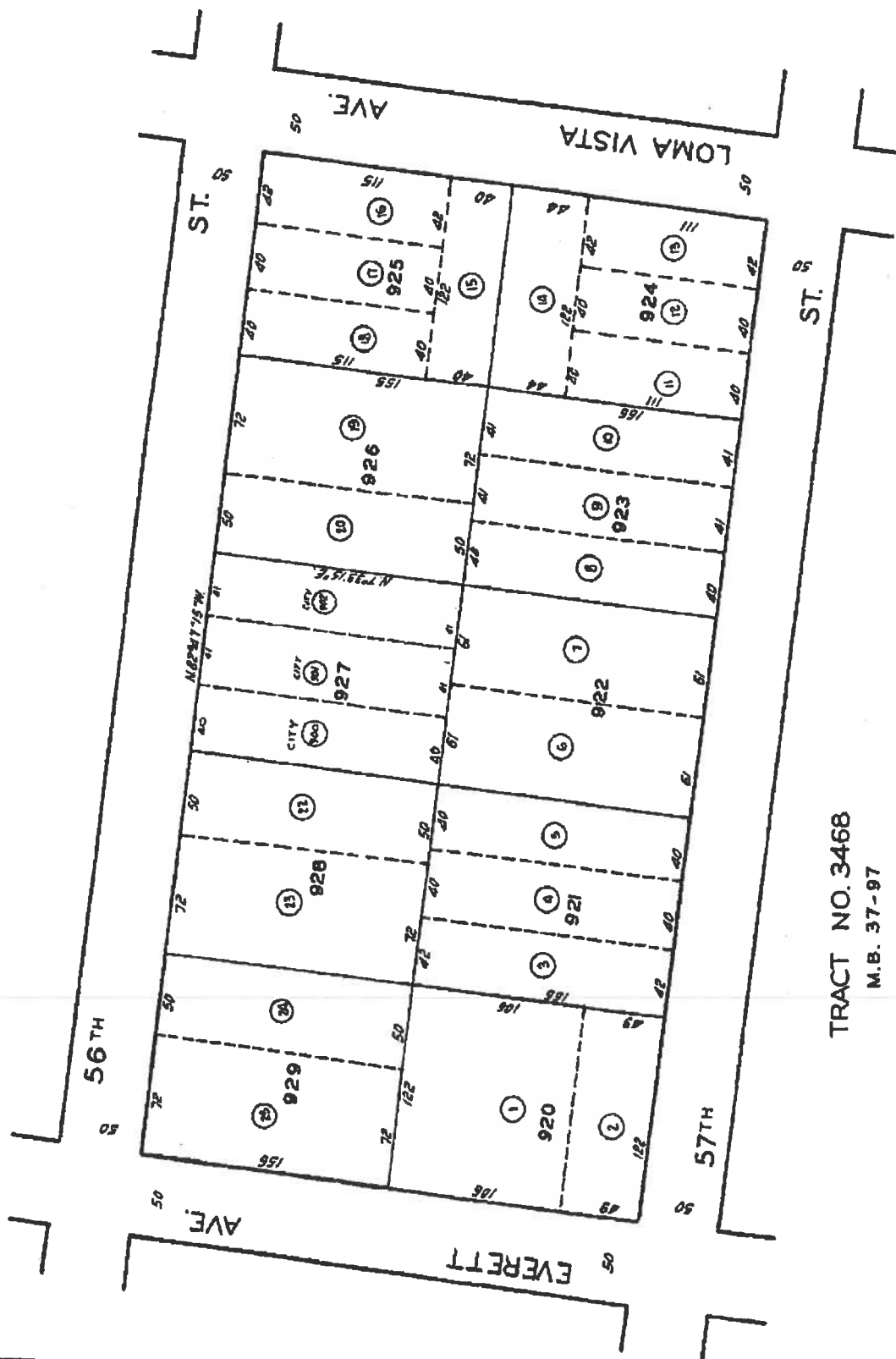
PARCEL II. THE EASTERLY 41 FEET OF THE WESTERLY 81 FEET MEASURED ALONG THE NORTHERLY LINE OF LOT 927 IN BOOK 37, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL III. THE EASTERLY 41 FEET MEASURED ALONG THE NORTHERLY LINE OF LOT 927 IN BOOK 37, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



63112521
72030205
730718403

6311 11
SCALE 1" = 60'



TRACT NO. 3468
M.B. 37-97

CODE
656

FOR PREV. ASSMT. SEE: 459 - 3 & 408

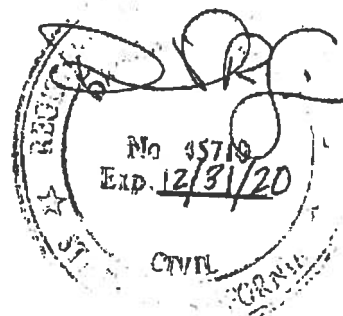
ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

**RIVERFRONT PARK
LEGAL DESCRIPTION**

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

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

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





2.0 PROJECT DESCRIPTION

Figure 2.0.3
Existing Parcels

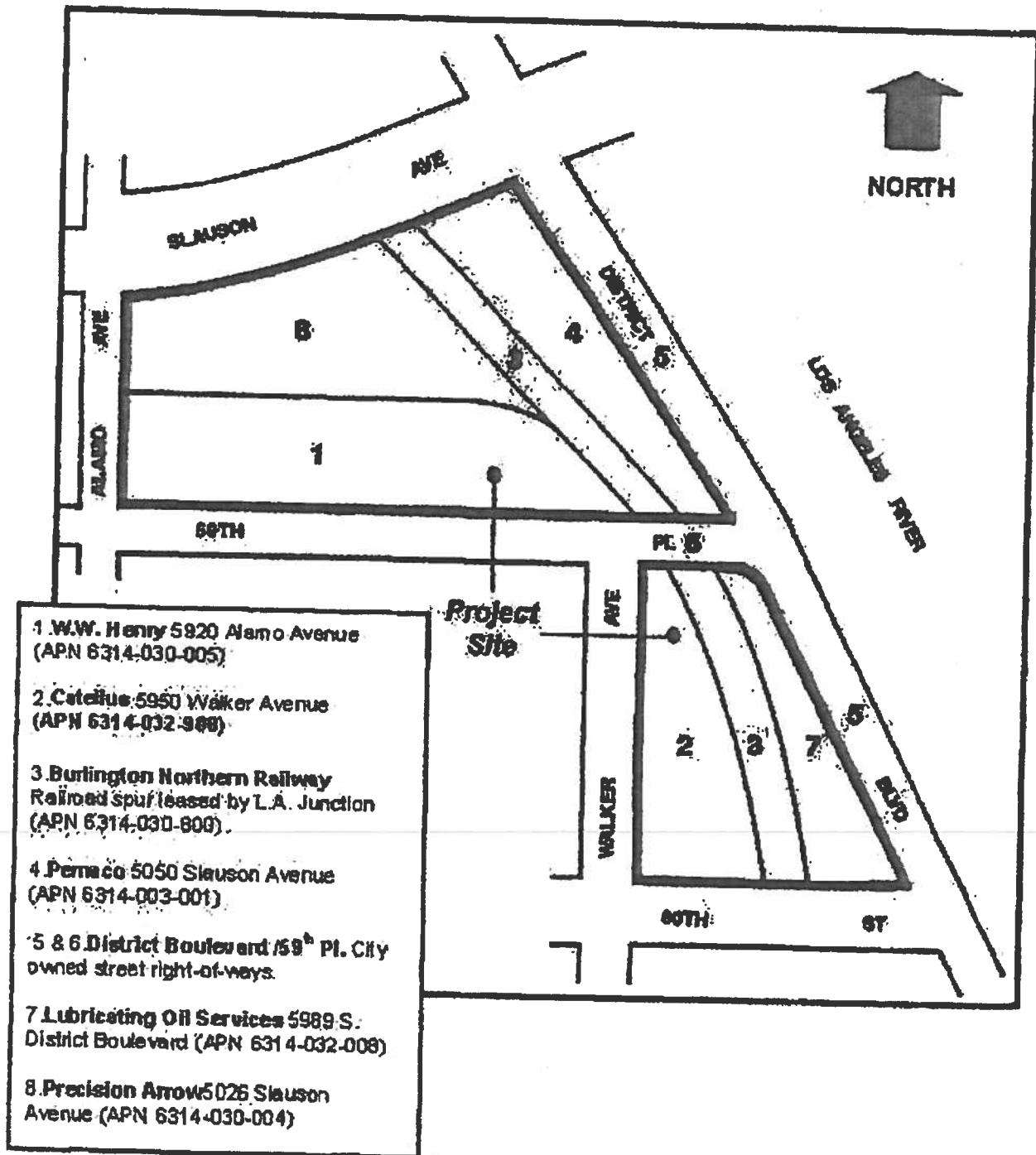


Exhibit B

Los Angeles County Regional Park and Open Space District Grant
Excess Funds - Cities Grant Program

Grant No. 58M1-14-2375

Grantee: Amigos de los Rios

Project Name: Tot Lots and Stroller Trails at Pixley & Riverfront Parks

Grant Amount: One hundred twenty-five thousand dollars (\$125,000.00)

Description of Project:

Three new play pockets at Pixley Park and two new play pockets at Riverfront Park to include new play equipment, concrete curbing, and surfacing.

Project Performance Period: FROM: 07/30/2013 TO: 06/30/2014

Special Provisions

None.

General Provisions

A. Definitions

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement.
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the Funding Identification Code as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Safe Neighborhood Parks, which voters approved on November 5, 1996.

B. Project Execution

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.

2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth

on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District.

3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk, or a copy of the Notice of Exemption filed with, and stamped by, the County Clerk if the Project is categorically exempt.
4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority, women, disadvantaged and disabled veteran owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority, women, disadvantaged and disabled veteran contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority, women, disadvantaged and disabled veteran participation and percentage of minority, women, disadvantaged and disabled veteran ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority, women, disadvantaged and disabled veteran participation and percentage of minority, women, disadvantaged

and disabled veteran ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.
9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
 - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
 - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred

costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Grantee agrees that any gross income earned from non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.

Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project.

- Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity. Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.
- 5.
 6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the

District for its prior approval.

7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
9. If Grantee sells or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 9 of this Agreement.

E. Project Termination

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension of all obligations of the

District hereunder.

3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement.
5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.

F. Payment of Funds

1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

The Regional Park and Open Space District
c/o The Department of Parks and Recreation
510 South Vermont Avenue, Room 230
Los Angeles, California 90020

2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.
3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the

Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of

expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

J. Use of Facilities

1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by specific act of the Board of Supervisors as governing body of the District and under the terms and conditions of the Propositions.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions.
3. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except where that access may interfere with resource protection.

K. Nondiscrimination

1. Grantee agrees that any beach, park or other public facility acquired, developed, rehabilitated or restored with funds derived under the Propositions shall be open and accessible to the public without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or medical handicap, medical condition, or place of residence, to the extent consistent with the provisions of Section 13 of the 1996 Proposition. The grantee shall not discriminate against, or grant preferential treatment to, any person or organization seeking to use such facility based upon the place of residence of such person or the members of such organization.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

L. Incorporation by Reference

The Application and its required attachments, and any subsequent change or addition approved by the District, is hereby incorporated in this Agreement as though set forth in full. The Procedural Guide, and any subsequent changes or additions thereto, and the Propositions also are hereby incorporated in this Agreement as though set forth in full.

M. Severability

No provision of this Agreement, or the application thereof, is waived by the failure of the District to enforce said provision or application thereof.

[illegible]



AGENDA 16
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 27, 2019

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: DONALD WAGNER, INTERIM CITY ADMINISTRATOR
DAN GARCIA, CITY ENGINEER

RE: OBTAIN APPROVAL FOR CHANGE ORDER FOR THE SEWER REPLACEMENT PROJECT IN THE AMOUNT OF \$5,898.00

RECOMMENDATION

It is recommended that the City Council approves the change order for the Sewer Replacement Project in the amount of \$5,898.00, increase the contract amount with Lucas Builders, Inc. (LBI) by \$5,898.00 for a new amount not-to-exceed \$975,283.58, 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 \$5,898.00 to be funded by the Community Development Block Grant (CDBG).

LEGAL REVIEW

Reviewed by the City Attorney.

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.

On January 9, 2019, the City Council approved a change order in an amount of \$36,336.59 for work around a conflicting water line on 61st Street. However, at the time there was a credit of \$29,768.01 from previous change orders, so the net increase for the change order was in the amount of \$6,568.58. This change order also increased the contract amount with LBI by \$6,568.58 for a new amount not-to-exceed \$969,385.58.

DISCUSSION

As the final contract work item to be performed, LBI will replace the striping on Randolph Street, Clarkson Avenue, Pine Avenue, and 61st Street that was obliterated as a result of trenching for the sewer replacement. While it is LBI's responsibility to replace striping that was damaged by the project, they do not have the obligation to replace any striping that was not damaged by the project. However, the existing striping on Randolph Street, Clarkson Avenue, Pine Avenue, and 61st Street has faded over time, so staff requested a quote from LBI to replace all striping on these streets for safety and for uniformity.

The cost for LBI to replace the striping as part of their existing contract is \$12,987.00 and the cost to replace all striping on the affected streets is \$18,885.00. Since \$12,987.00 is LBI's responsibility, the City will only need to pay for the difference in an amount of \$5,898.00 to have the entire streets restriped.

ATTACHMENT

Attachment No.1 - Change Order No. 8 for the Sewer Replacement Project



CITY OF MAYWOOD
DEPARTMENT OF BUILDING AND PLANNING
CONTRACT CHANGE ORDER

COPY

CHANGE ORDER NO: 8 BASE CONTRACT AMOUNT: \$ 962,817.00
PROJECT NO: 18-001 AMOUNT OF PREVIOUS CCOs: \$ 6,568.58
CONTRACTOR: Lucas Builders, Inc. AMOUNT OF THIS CCO: \$ 5,898.00
TIME INC./DEC. THIS CCO, DAYS: 9 NEW CONTRACT TOTAL: \$ 975,283.58

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	Cost for restriping outside of trench restoration limits (not included in contract)	9	\$ 5,898.00
TOTAL ADJUSTMENT THIS CHANGE ORDER:		9	\$ 5,898.00

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: [Signature]

By: [Signature]

Date: 3/18/19

Date: 03/27/19

Authorized: City of Maywood

By: [Signature]

Date: 4/4/19



Superior Pavement Markings, Inc.
5312 Cypress St
Cypress, Ca 90630
Phone 714.995.9100
Fax 714.995.9400

License# 776306 Exp 8/31/19
Union Local 1184
DIR # 1000001476 Exp 6/30/19

Proposal & Contract 30318

Submit To:		Contact:	Project
Lucas Builders 510 Jamie Avenue La Habra, Ca 90631		Estimating Department•Office 310-853-0690	Sewer Replacement Project CDGB No. 601890-16 Maywood
Date:	Estimator		
3/12/19	Darren Veltz		

#	Description	Qty	um	Price	Ext Price
-	Replace Traffic Striping, Markings, And Markers Per Provided Plans	1	LS	18,885.00	
-	Replace Missing Traffic Striping, Markings, And Markers	1	LS	12,987.00	

One week day mobilization is included.

Additional mobilizations at \$1,250.00 ea.

Traffic control for Superior work areas during Superior work hours only.

A Minimum Of TWO WEEKS NOTICE Is Required Prior To Move In.

Prime Contractor is responsible for the posting of temporary no parking signs.

Quote Includes: Traffic Paint [YES] - Thermoplastic [NO] - Rpm's [YES] - Removals [NO]

Signing [NO] - Furnish Mast Arm Signs [NO] - Parking T's [NO]

Note: Plans do not show to replace any parking T's. Google Earth shows parking T's on these streets. Parking T's are excluded from this quote.

Superior Pavement Markings, Inc. by: _____	Total
Estimator - Superior Pavement Markings, Inc. (Subject to office approval)	Proposal valid for 30 days from 3/12/2019.

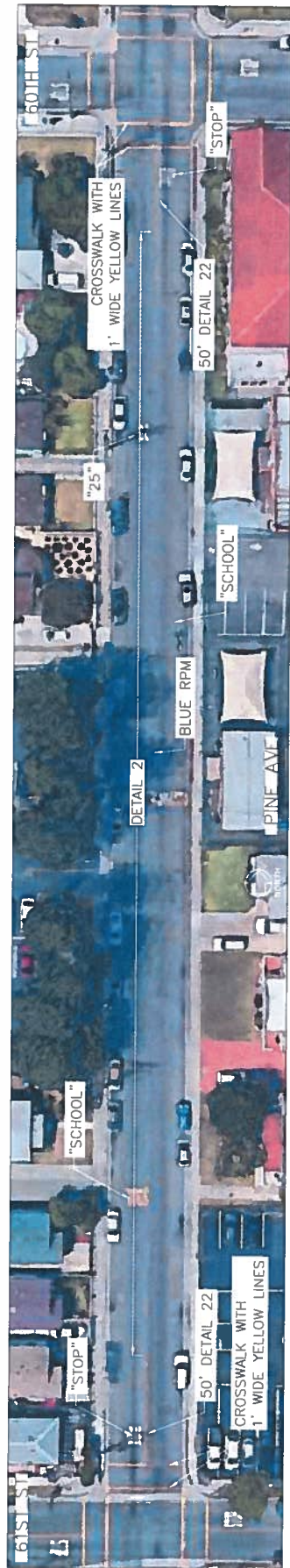
All areas to be free and clear off ALL debris prior to Superior Pavement Markings' crews arriving on-site. All moves and job requirement are mentioned in notes- nothing is implied unless specifically noted. Not responsible for scheduling other sub's work or scheduling conflicts with other subs. We DOT NOT provide shop drawings of any type unless prior arrangements are made. Not responsible for removing temporary striping or temporary "tabs", tape or chip seal markers unless specifically noted. Signs on signal poles, overhead or truss structures not included unless specifically mentioned in proposal. Superior Pavement Markings is a union company and all jobs are bid using current union or prevailing wage rates.

Acceptance of Proposal and Contract: I/we accept the within proposal. You are authorized to perform the work comprehended here under and I/we agree to pay the said amount in accordance with the terms set forth. By signing this Proposal/Contract below I/we agree to the attached Terms and Conditions.

Date: _____ Owner/Customer: _____ Print: _____

PLEASE SIGN AND REMIT THIS 1 PAGE DOCUMENT TO ABOVE ADDRESS.









AGENDA 17
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 27, 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. Recently, the City executed another

confidentiality agreement related to electronically stored information of the former City Attorney Michael Montgomery. The District Attorney has requested the City waive the attorney client privilege with respect to the City's client files and documents that were formerly in the possession of the former City Attorney. Those files were provided to the City by the former Assistant City Attorney Julia Sylva following Mr. Montgomery's passing.

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 once again contacted the City Attorney requesting that the City enter into an Agency to Agency Confidentiality Agreement and waive the attorney client privilege for the City's files and documents that were formerly in the possession of the previous City Attorney Michael Montgomery. This is similar to the request recently made at the Council's last meeting and in November 2018, wherein the City agreed to execute the agreements 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).

- City of Maywood client files, documents, and things formerly in the possession of former City Attorney Michael Montgomery, 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

Date:

03/27/19

Signature:

Edmund P. J.

Title:

Mayor

L.A. County District Attorney's Office

Date:

6/3/19

Signature:

Title:

Deputy District Attorney