



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

WEDNESDAY, DECEMBER 9, 2020 AT 5:00 P.M.

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR

Eduardo De La Riva

CITY CLERK

Gerardo Mayagoitia

MAYOR PRO TEM

Ricardo Lara

CITY TREASURER

Gloria Viramontes

COUNCIL MEMBERS

Ramon Medina

Carlos Alvarez

Heber Marquez

CITY MANAGER

Jennifer E. Vasquez

CITY ATTORNEY

Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the adjourned meeting of the City Council for December 9, 2020 will be conducted telephonically through Zoom and broadcast live on the City's Facebook page. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating telephonically and will not be physically present in the Council Chambers.

If you would like to speak on an agenda item, you can access the meeting remotely via zoom:
Join by phone 1-669-900-6833 Enter Meeting ID: 815 3252 8975 Passcode: 090453

OR

Please click the link below to join the webinar:

Please click this URL to join.

<https://us02web.zoom.us/j/81532528975?pwd=eG44S1orOG1xWGhyMkltbkJheUppdz09>

Passcode: 090453

If you want to comment during the public comment portion of the agenda, Press *9 on your phone or raise your hand in the zoom controls and we will select you from the meeting cue. NOTE: Your phone number will appear on the screen unless you first dial *67 before dialing the numbers as shown above.

The City wants you to know that you can also submit your comments by email to shirley.quinones@cityofmaywood.org. To give adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 3:30 p.m.; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714 by 3:30 p.m.

If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the **Subject Line "FOR PUBLIC COMMENT"** and list the item number you wish to comment on. Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting.

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5723 within 48 hours of the meeting.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

Speakers wishing to address the City Council on an item on the agenda may use the following:

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OR

Please click the link below to join the webinar:

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VI. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. Minutes for 10/28/2020 Adjourned City Council Meeting.
2. Resolution 6150 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payments.

3. Revenue Report from July – October 2020.
4. Adopt Resolution 6151 Authorizing the Destruction of Obsolete Documents.
5. Proposed City Hall Closure December 21, 2020 – December 30, 2020.
6. Consideration of awarding a contract to Sea Clear Inc. for the Southeast Rio Vista YMCA Pool Improvements Project.
7. Consideration of Adoption of Resolution No. 6154 approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs.
8. Approval of Professional Services Agreement with George Hills Company, Inc. for liability claims administration and other services.
9. Approval of interim Agreement for Professional Street Sweeping Services with CleanStreet.
10. Adopting Resolution No. 6153 of the City of Maywood amending the Conflict of Interest Code Containing Revised Designated Positions and Repealing Resolution No. 6023.
11. Approval of Grant Writing Services Agreement with California Consulting, LLC.
12. Consideration of authorizing the City Manager to approve the use of the contingency for the Pavement Rehabilitation Project FY 2019/2020

VII. DISCUSSION/ACTION ITEMS RELATED TO GENERAL MUNICIPAL ELECTION OF NOVEMBER 3, 2020

13. Resolution No. 6152 of the City of Maywood certifying and declaring the results of General Municipal Election conducted on November 3, 2020.

VIII. PRESENTATIONS

14. Recognition of Service and Presentation to Mayor De La Riva for serving as Mayor for 2 years.
15. Recognition of Service and Presentation to outgoing Elected Officials
16. Administration of Oaths of Office and Presentation of Certificates of Election
 - a. Jessica “Jessy” Torres, Councilmember
 - b. Frank Garcia, Councilmember
 - c. Flor Aguiluz, City Clerk
 - d. Mary Mariscal, City Treasurer

IX. REORGANIZATION

17. Reorganization of the City Council
 - a. Nomination and Selection of Mayor
 - b. Nomination and Selection of Mayor Pro Tem

18. City Council Appointments to Outside Agency Boards and Committees

X. PUBLIC HEARING

XI. DISCUSSION/ACTION ITEMS

19. Discussion and possible action on Resolution regarding local campaign contribution limits in lieu of default limits established by statute as set forth in Assembly Bill 571
20. City Council authorization for Staff to prepare an Ordinance regulating the operation of Food Trucks.
21. Approval of a Resolution of the City Council of the City of Maywood, Designating the newly elected City Treasurer as bank signatory and removal of prior City Treasurer from bank signatory.
22. Discussion and direction regarding the sale of old City of Maywood Street Name Signs.

XII. CLOSED SESSION

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

Speakers wishing to address the City Council on an item not on the agenda may use the following:

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OR

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Passcode: 090453

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NOTE: Your phone number will appear on the screen unless you first dial *67 before dialing the numbers as shown above.

XIV. ADJOURNMENT - The next Adjourned Meeting of the Maywood City Council is January 13, 2021 at 5:00 p.m.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I,  _____, Gerardo Mayagoitia, City Clerk or Shirley Quinones, Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.

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**MINUTES OF ADJOURNED MEETING OF THE MAYWOOD CITY COUNCIL
AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY**

WEDNESDAY, OCTOBER 28, 2020 AT 5:00 P.M.

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR

Eduardo De La Riva (Present)

CITY CLERK

Gerardo Mayagoitia (Teleconference)

MAYOR PRO TEM

Ricardo Lara (Teleconference)

CITY TREASURER

Gloria Viramontes (Absent)

COUNCIL MEMBERS

Ramon Medina (Teleconference)
Carlos Alvarez (Teleconference)
Heber Marquez (Teleconference)

CITY MANAGER

Jennifer E. Vasquez (Present)

CITY ATTORNEY

Roxanne Diaz (Teleconference)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC
PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-29-20 THIS MEETING WAS
HELD AS A TELECONFERENCE MEETING.

OBSERVERS WERE ABLE TO VIEW THE MEETING LIVESTREAMED VIA THE CITY'S FACEBOOK AT:
<https://www.facebook.com/cityofmaywood>

OR

BY ZOOM AT:

<https://us02web.zoom.us/j/88926667997?pwd=REVJZXJDa2l1K0dZUnBZWElmbW8xUT09>
Teleconference: 1-669-900-6833 Zoom ID: 889 2666 7997 Passcode: 417713

Comments may have been submitted via e-mail to shirley.quinones@cityofmaywood.org
by 1:30 p.m. prior to meeting and by teleconference any time prior to closure of the public
comment portion of the item(s) under consideration.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

None

VI. PRESENTATIONS

Sheriff's Department Report given by Deputy Trejo

Recognition of Halloween Home Decoration Participants

- 1) Ms. Marcy Mendez
- 2) Mr. Pedro Ruvalcaba

VII. PUBLIC HEARING

Public Hearing regarding consideration and adoption of a Resolution adopting fees for Sidewalk Vending Permits. **Motion to adopt Resolution No. 6149 to adopt fees for Sidewalk Vending Permits by Mayor De La Riva. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**

VIII. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. Minutes for 10/14/2020 Adjourned City Council Meeting. **Motion to approve Adjourned Meeting Minutes by Lara. Second by Marquez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
2. Resolution 6148 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payments. **Motion to adopt Resolution 6148 by Lara. Second by Marquez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
3. Monthly Cash and Investment Report to Council. **Motion to receive and file the Monthly Cash and Investment Report by Lara. Second by Marquez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
4. Approval of an amendment to the Professional Services Agreement with Willdan for Code Enforcement Services and appropriation of \$60,000. **Motion to approve Amendment to the Professional Services Agreement with Willdan for Code Enforcement Services by Lara. Second by Marquez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**

IX. DISCUSSION/ACTION ITEMS

None

X. CLOSED SESSION

None

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

The following spoke on Non-Agenda Items:

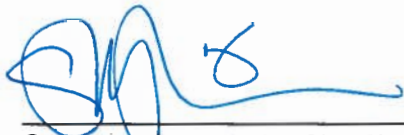
- 1) Maria Estrada (Submitted by E-mail)
- 2) Taliha Escamilla (Submitted by E-mail)
- 3) Maria Villatoro (Submitted by E-mail)
- 4) Gerardo Mayagoitia (Submitted by teleconference)
- 5) Mr. Gonzalez (Submitted by teleconference)
- 6) Veronica Guardado (Submitted by teleconference)
- 7) Guillermo Padilla (Submitted by teleconference)

XII. ADJOURNMENT – Meeting adjourned approximately 6:04 p.m. on October 28, 2020 to November 25, 2020 at 5:00 p.m. for the adjourned Maywood City Council.



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk

shirley Quinones, Deputy City Clerk

COUNCIL AGENDA

ITEM No. 2

RESOLUTION NO. 6150

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 reviewed by the Director of Finance, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$1,238,002.00 are hereby ratified:

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

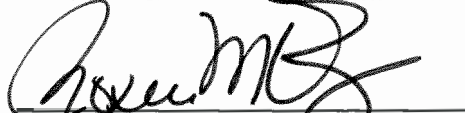
PASSED, APPROVED AND ADOPTED THIS 9th day of December, 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk
shirley quinones, Deputy City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

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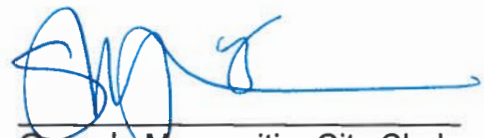
I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6150 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 9th of December, 2020 by the following roll call vote, to wit:

AYES: MARQUEZ, LARA, DE LA RIVA

NAYES:

ABSENT:

ABSTAINED:



Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, December 9, 2020

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 087648 - 087790	Amount
	\$ 324,776.42
Accounts Payable regular warrants for payment: Checks No. 087791 - 087834	\$ 717,710.17
Sub-total	<u>\$ 1,042,486.59</u>

Wire Transfers/ACH Transactions

10/23/20 ADP Payroll Fees	\$ 414.63
10/26/20 Lease Payment for Front Counter Cash Registers - October 2020	\$ 87.55
10/30/20 CalPERS Employer Contribution - Pay Period 10/11/2020-10/24/2020	\$ 6,150.03
11/02/20 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - November 2020	\$ 12,000.00
11/02/20 Admin Charges - Trustee Fee for Period 10/18/20-10/17/2021	\$ 5,000.00
11/02/20 US Bank - Merchant Fees	\$ 4,302.77
11/04/20 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 118,010.88
11/04/20 CalPERS Health Premium November 2020	\$ 31,468.78
11/05/20 Unemployment Benefit ending 9/30/2020	\$ 3,930.00
11/05/20 Lease Payment for Front Counter Cash Registers - November 2020	\$ 80.50
11/12/20 CalPERS Employer Contribution - Pay Period 10/25/2020-11/7/2020	\$ 6,105.31
11/10/20 Willis Insurance Services of CA Inc - Special Event (Movie Night)	\$ 295.96
11/16/20 US Bank Analysis Service Charge	\$ 911.25
11/20/20 ADP Payroll Fees	\$ 459.18
11/25/20 Lease Payment for Front Counter Cash Registers - November 2020	\$ 87.55
12/01/20 CalPERS Employer Contribution - Pay Period 11/8/2020-11/21/2020	\$ 5,612.36
12/01/20 US Bank - Merchant Fees	\$ 598.66
Sub-total	<u>\$ 195,515.41</u>

Total Demands \$ 1,238,002.00

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

EXHIBIT 'B'

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087648	P	10/28/2020	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry October 2020
087649	P	10/28/2020	MV Cheng & Associates Inc.	3,150.00	AP Consultant services September 2020
087650	P	10/28/2020	Petty Cash	195.42	Petty Cash Reimbursement October 2020
087651	P	10/28/2020	TRC Investments, LLC dba Servpro of Downey/Montebello	7,372.34	Emergency Repairs Water Damage Library 2-21-2020 - 3-5-2020
087652	P	10/28/2020	U.S. Bank Corporate Payment System	4,884.07	Credit Card Expense 9-16-10-14-2020
087653	P	10/29/2020	Bell's Glass	477.66	Police Station installed tempered glass
087654	P	10/29/2020	Expert Building Maintenance LLC	900.00	Additional Janitorial Services September 2020
087655	P	11/3/2020	Angel Villegas	525.39	Retiree Medical Reimbursement November 2020
087656	P	11/3/2020	AT&T	21.86	MTA Line 9-17-2020 to 10-16-2020
087657	P	11/3/2020	Brent Talmo	296.74	Retiree Medical Reimbursement November 2020
087658	P	11/3/2020	Bruce Leflar	1,189.78	Retiree Medical Reimbursement November 2020
087659	P	11/3/2020	Christine M. Locher	245.78	Retiree Medical Reimbursement November 2020
087660	P	11/3/2020	Edward Ahrens	1,189.78	Retiree Medical Reimbursement November 2020
087661	P	11/3/2020	G4S Secure Solutions	2,664.00	Security Services 10/5/2020 to 10/11/2020
087662	P	11/3/2020	L.B. Johnson Hardware Co.	179.37	Public Works Supplies
087663	P	11/3/2020	Maywood Mutual Water Co. No.2	608.67	Various Locatons 8/18/2020 - 10/20/2020
087664	P	11/3/2020	Tri-City Mutual Water Company	1,567.50	Various Locations 8-26-2020 to 10-21-2020
087665	P	11/3/2020	Ojeda Printing	330.00	Cardstock Door hangers Red and Black & index cards
087666	P	11/3/2020	Paul Pine	1,588.41	Retiree Medical Reimbursement November 2020
087667	P	11/3/2020	Robert Leach	1,005.00	Retiree Medical Reimbursement November 2020
087668	P	11/3/2020	Ronald Lindsey	1,176.90	Retiree Medical Reimbursement November 2020
087669	P	11/3/2020	Sanchez Awards	50.72	Name Plate and Employee Appreciation Award
087670	P	11/3/2020	Scott C. Anderson	1,189.78	Retiree Medical Reimbursement November 2020
087671	P	11/3/2020	Sheriff's Department	738.02	Public Safety Services Special Event 8-29-2020

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087672	P	11/3/2020	Sprint	564.94	Cell Phone Service 9/24/2020 - 10-23-2020
087673	P	11/3/2020	VOID	0.00	VOID
087674	P	11/5/2020	ABM Building Solutions, LLC	1,588.50	HVAC Repairs: City Hall and Library
087675	P	11/5/2020	Carpenter Rothan & Dumont LLP	1,672.50	HVAC Repairs: Sheriff's substation A/C Unit repair Legal Services August 2020
087676	P	11/5/2020	Daily Journal Corporation	1,292.38	Publication of Official Notices
087677	P	11/5/2020	Diana Cho & Associates	2,932.50	CDBG Consulting September 2020
087678	P	11/5/2020	Marco Tulio Mancia Caballero dba Elim HVAC	150.00	A/C Service Call for YMCA
087679	P	11/5/2020	Expert Building Maintenance LLC	900.00	Additional Janitorial Services October 2020
087680	P	11/5/2020	G4S Secure Solutions	2,688.00	Security Services 10/12/2020 to 10/18/2020
087681	P	11/5/2020	Heliotrope Avenue Elementary School	3,000.00	Grant to build a website with Educational networks
087682	P	11/5/2020	KBJ Auto Detail	405.00	City Vehicle Car Wash September 2020
087683	P	11/5/2020	Maywood Mutual Water No.1	707.65	Various Locations 8-26-2020 - 10-21-2020
087684	P	11/5/2020	Maywood Mutual Water Co. No.2	83.94	5515 Maywood Ave 8-19-2020 -- 10-20-2020
087685	P	11/5/2020	Tri-City Mutual Water Company	27.80	5000 Slauson Ave 10-1-2020 - 10-31-2020
087686	P	11/5/2020	Preferred Benefit Insurance Administrators, Inc.	2,593.20	Dental and Vision Insurance November 2020
087687	P	11/5/2020	Vernon, City of	137.56	Slauson & Downey 9-15-2020 - 10-15-2020
087688	P	11/5/2020	Willdan Engineering	775.00	Maywood Planning services rendered through 06-30-2020
087689	P	11/5/2020	VOID	0.00	VOID
087690	P	11/5/2020	Xerox Financial Services	197.10	Lease Payment 10-15-2020 - 11-14-2020
087691	P	11/12/2020	Brinks, Inc.	331.73	Additional October 2020 Cash Handling Service Transportation Excess Time October 2020 Cash Handling Service Transportation November 2020 Cash Handling Service Transportation
087692	P	11/12/2020	CSU Fullerton/C-REAL/CSUF Philanthropic Foundation	10,000.00	Maywood Educational Fair Organized by CSUF Philanthropic
087693	P	11/12/2020	California Consulting, Inc.	3,000.00	Grant Writing services November 2020
087694	P	11/12/2020	Clean Street	7,500.00	October 2020 Street Sweeping services

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087695	P	11/12/2020	CoreLogic Solutions, LLC.	150.00	Property Finder November 2020
087696	P	11/12/2020	County of L.A. Dept. of Animal Control	3,810.45	Animal Control Services September 2020
087697	P	11/12/2020	Crosstown Electrical & Data, Inc.	3,849.94	Preventative Maintenance Street Light Inspections
087698	P	11/12/2020	Crystal Audio Visual Services	600.33	Lighting for Carpool
087699	P	11/12/2020	Dave And Frank Automotive	74.81	Tire repair
087700	P	11/12/2020	Expert Building Maintenance LLC	15,300.00	City Hall/Police Station/Parks August 2020 City Hall/Police Station/Parks October 2020 City Hall/Police Station/Parks September 2020
087701	P	11/12/2020	G4S Secure Solutions	2,688.00	Security Services 10-19-2020 to 10-25-2020
087702	P	11/12/2020	Graffiti Protective Coatings	5,410.00	September 2020 Bus Shelter Maintenance Add'l Cleaning COVID
087703	P	11/12/2020	HDL Coren & Cone	2,217.38	Property Tax Service: October-December 2020
087704	P	11/12/2020	Interwest Consulting Group	11,469.17	Building and Safety Plan Review September 2020 Permit Tech Services September 2020 Professional Services: Building Inspection September 2020
087705	P	11/12/2020	Juan Alvarez	1,000.00	Refund diversion deposit
087706	P	11/12/2020	KBJ Auto Detail	330.00	City Vehicle Car Wash October 2020
087707	P	11/12/2020	VOID	0.00	
087708	P	11/12/2020	L.B. Johnson Hardware Co.	956.91	Public Works supplies
087709	P	11/12/2020	Maywood Car Wash	270.74	Car Wash/ Gas October 2020
087710	P	11/12/2020	Tri-City Mutual Water Company	2,514.70	5950 Walker Avenue 10-1-2020 to 10-31-2020
087711	P	11/12/2020	Metro Transit Services	33,703.10	Public Transportation Services Express & Dial-A-Ride October 2020
087712	P	11/12/2020	Municipal Waste Solutions	3,895.00	October 2020 Waste & Recycling Consulting
087713	P	11/12/2020	MV Cheng & Associates Inc.	2,902.50	AP Consultant services October 2020
087714	P	11/12/2020	National Plant Services, Inc.	15,910.00	Hot Spot Cleaning September 2020
087715	P	11/12/2020	North Star Landcare	15,975.25	Landcare Services October 2020 Palm Trimming Slauson & Atlantic Medians
087716	P	11/12/2020	Pablo Mendia	1,000.00	Refund diversion deposit

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087717	P	11/12/2020	Phoenix Group Information Systems	25,161.86	September 2020 Parking Citation Processing Fees
					September 2020 Permit Processing Fee
					Site License & Installation Permit Lookup & Printer
087718	P	11/12/2020	Southern California Edison	19,546.94	Various Locations 09-24-2020 to 10-26-2020
087719	P	11/12/2020	Staples Business Advantage	5.90	Office Supplies
087720	P	11/12/2020	Time Warner Cable	618.90	Internet and Phone services November 2020
087721	P	11/12/2020	Trench Plate Rental Co.	230.80	Rental of K-Rails at Riverfront Park
087722	P	11/12/2020	VOID	0.00	VOID
087723	P	11/12/2020	Willdan Engineering	8,820.00	Maywood Code Enforcement September 2020
087724	P	11/12/2020	Xerox	439.99	October 2020 Base Charge and Printing Fee
087725	P	11/12/2020	Yvonne Ortiz	1,000.00	C & D Recycling Compliance Measure Deposit Return
087726	P	11/17/2020	ABM Building Solutions, LLC	9,369.29	HVAC repair Sheriff's substation
087727	P	11/17/2020	Arturo Andrade	900.00	Replaced two (2) AC Thermostats at Police Station
					Emergency Rental Assistance Martha Galindo
087728	P	11/17/2020	AT&T	400.38	MTA Line 10/10/2020 - 11/09/2020
087729	P	11/17/2020	AT & T Long Distance	46.05	Elevator Emergency Line October 2020
087730	P	11/17/2020	Brabant Realty & Maint, Inc.	875.00	Emergency Rental Assistance Leonardo Guerrero
087731	P	11/17/2020	Calnex Graphics	194.91	Administrative citation forms
087732	P	11/17/2020	Dapeer, Rosenblit & Litvak, LLP	2,811.70	Code Enforcement Legal Services 10-12-2020 - 10-31-2020
087733	P	11/17/2020	Darlene Jervis	1,250.00	Emergency Rental Assistance Rocio Maya Gonzalez
087734	P	11/17/2020	Dave And Frank Automotive	20.00	Tire Repair
087735	P	11/17/2020	Dewey Pest Control	272.00	November 2020 Pest Control City Hall
087736	P	11/17/2020	Felipe Aguilar	1,200.00	Emergency Rental Assistance Natali Flamenco
087737	P	11/17/2020	G4S Secure Solutions	5,424.00	Security Services 10-26-2020 to 11-01-2020
					Security Services 11-02-2020 - 11-08-2020
087738	P	11/17/2020	George Hill Company	918.80	City Claims Adjuster October 2020
087739	P	11/17/2020	VOID	0.00	VOID

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087740	P	11/17/2020	Group X Rosemead Properties, LP	1,050.00	Emergency Rental Assistance_ Stacey Jackson
087741	P	11/17/2020	Hdl. Software, LLC	1,005.80	Quarterly Use Fee-Permit Track Soft 12-01-2020 to 2-28-2021
087742	P	11/17/2020	Hinderliter, de Llamas & Assoc.	6,000.00	Cannabis Management Program October 2020
087743	P	11/17/2020	Interwest Consulting Group	3,680.00	Monthly IT fee for services October 2020
087744	P	11/17/2020	Jacobo Ibarra	1,100.00	Emergency Rental Assistance Miguel Castillo
087745	P	11/17/2020	VOID	0.00	VOID
087746	P	11/17/2020	Jorge Morales	1,500.00	Emergency Rental Assistance Yaneli Sainz
087747	P	11/17/2020	VOID	0.00	VOID
087748	P	11/17/2020	Los Angeles Property Management Group	1,500.00	Emergency Rental Assistance Jose Romero
087749	P	11/17/2020	Lawrence Lin	1,245.00	Emergency Rental Assistance Jesus Martinez
087750	P	11/17/2020	Maclovio Duarter	1,500.00	Emergency Rental Assistance Martha Ramos
087751	P	11/17/2020	Mapcon Technologies, Inc.	83.00	Mapcon Building and Planning Software November 2020
087752	P	11/17/2020	Maria Carmen De La Torre	1,000.00	Emergency Rental Assistance Miguel Javier Rosas
087753	P	11/17/2020	VOID	0.00	VOID
087754	P	11/17/2020	Phoenix Group Information Systems	1,414.00	Citation Rolls
087755	P	11/17/2020	QDoxs	63.51	Copier Base Charge 11-01-2020 - 11-30-2020
087756	P	11/17/2020	Ray Roberts Realty	1,175.00	Emergency Rental Assistance Lilia Chavez
087757	P	11/17/2020	OfficeTeam	1,118.64	Temp Admin Services for Building Planning Dept
087758	P	11/17/2020	VOID	0.00	VOID
087759	P	11/17/2020	Sparkletts Drinking Water Corp	125.27	City Hall Water
087760	P	11/17/2020	VOID	0.00	VOID
087761	P	11/17/2020	The Pin Center	708.00	City Logo Pins
087762	P	11/17/2020	VOID	0.00	VOID
087763	P	11/17/2020	Veronica Sanchez	1,500.00	Emergency Rental Assistance Miriam Loza

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087764	P	11/17/2020	Victor Meza	1,200.00	Emergency Rental Assistance Jose De Jesus Rangel
087765	P	11/17/2020	ZL Management Group LLC	1,265.00	Emergency Rental Assistance Pedro Hernandez
087766	P	11/19/2020	Southern California Edison	145.73	5916 King Ave & 5913 Mayflower PED 10-09-2020 - 11-09-2020
087768	P	11/19/2020	The Gas Company	52.51	Various Locations (10-06-2020 - 11-05-2020)
087769	P	11/19/2020	Southern California Edison	52.55	Emergency Rental Assist Edison 9-9-20 10-9-20
087770	P	11/19/2020	Southern California Edison	38.64	Emergency Rental Assist Edison L. Guerrero
087771	P	11/19/2020	Southern California Edison	79.60	Emergency Rental Assist Edison Adela Murua
087772	P	11/19/2020	The Gas Company	58.44	Emergency Rental Assist- Gas Adela Mejia
087773	P	11/23/2020	GMN Enterprises Inc	975.00	Emergency Rental Assistance Claudia Jimenez
087774	P	11/23/2020	GMN Enterprises Inc	975.00	Emergency Rental Assistance Jorge Rodriguez
087775	P	11/23/2020	Jennifer Rondinelli	1,500.00	Emergency Rental Assistance Rosa Dominque
087776	P	11/23/2020	Jennifer Rondinelli	1,450.00	Emergency Rental Assistance Teresa Mendoza
087777	P	11/23/2020	Medina Investments LLC	900.00	Emergency Rental Assistance Julio Medina
087778	P	11/23/2020	Medina Investments LLC	950.00	Emergency Rental Assistance Ricardo Castro
087779	P	11/24/2020	AT&T	22.95	MTA Line 10-17-2020 to 11-16-2020
087780	P	11/24/2020	Francisco Martinez	1,400.00	Emergency Rental Assistance for Anthony Mendoza
087781	P	11/24/2020	Horacio & Zoraida Rodriguez	1,175.00	Emergency Rental Assistance for Jaime Jimenez
087782	P	11/24/2020	Jorge Morales	750.00	Emergency Rental Assistance for Maria R. Perez Medina
087783	P	11/24/2020	Maria Carmen De La Torre	1,000.00	Emergency Rental Assistance for Martin Campos
087784	P	11/24/2020	Panfilo Larios	1,500.00	Emergency Rental Assistance for Lorena Estrada
087785	P	11/24/2020	Rafaela Gomez	1,300.00	Emergency Rental Assistance for Marisa Partida
087786	P	11/24/2020	OfficeTeam	2,039.04	Temp Admin Services for Building Planning Dept Wk end 11-13 & 11-20
087787	P	11/24/2020	Southern California Edison	17.81	Emergency Assistance Marisa Partida
087788	P	11/24/2020	Southern California Edison	75.37	5317 Atlantic PED 10/16/2020 to 11/17/2020

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087789	P	11/24/2020	Southern California Edison	4,293.93	Loma Vista 6.6 kv Street Light Conversion Project
087790	P	11/24/2020	The Gas Company	11.84	Emergency Assistance Marisa Partida
087791		12/2/2020	Angel Villegas	525.39	Retiree Medical Reimbursement December 2020
087792		12/2/2020	Brent Talmo	296.74	Retiree Medical Reimbursement December 2020
087793		12/2/2020	Bruce Lefflar	1,189.78	Retiree Medical Reimbursement December 2020
087794		12/2/2020	California Association of Code Enforcement Officers	95.00	Professional Membership Dues
087795		12/2/2020	Calnex Graphics	2,187.81	Office Supplies Letterhead, Blank Stock, Business Cards
087796		12/2/2020	Christine M. Locher	245.78	Retiree Medical Reimbursement December 2020
087797		12/2/2020	Clean Street	7,500.00	November 2020 Street Sweeping Services
087798		12/2/2020	County of L.A. Dept. of Animal Control	4,010.89	Animal Control Services October 2020
087799		12/2/2020	Dave And Frank Automotive	512.56	Suspension maintenance Tire Repair Tire replacement Brakes replacement
087800		12/2/2020	Edward Ahrens	1,189.78	Retiree Medical Reimbursement December 2020
087801		12/2/2020	Expert Building Maintenance LLC	6,330.00	City Hall/Police Station/Parks November 2020 Additional Janitorial Services November 2020
087802		12/2/2020	G4S Secure Solutions	5,376.00	Security Services 11-09-2020 - 11-15-2020 Security Services 11-16-2020 to 11-22-2020
087803		12/2/2020	Gladys Zaldunbide	850.00	Emergency Rental Assistance for Victor Venegas
087804		12/2/2020	Graffiti Protective Coatings	5,940.00	October 2020 Bus Shelter Maintenance Add'l Cleaning COVID
087805		12/2/2020	Interwest Consulting Group	13,448.76	Building & Safety Plan Review Services Oct. 2020 Professional Services Building Inspections Oct 2020 Professional Services Building Official Oct 2020 Professional Services for Permit Technician Svs Oct 2020
087806		12/2/2020	Juan Antonio Lopez Regalo	1,500.00	Emergency Rental Assistance Rosa Magana
087807		12/2/2020	Kane, Ballmer & Berkman	225.00	Successor Agency Legal Services October 2020
087808		12/2/2020	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry November 2020
087809		12/2/2020	L.B. Johnson Hardware Co.	878.21	Public Works Supplies

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087810		12/2/2020	Maria Lourdes Medina	1,500.00	Emergency Rental Assistance for Gustavo Castillo
087811		12/2/2020	Marvin Cruz	39.71	Reimbursement for Uniform
087812		12/2/2020	Metro Transit Services	33,703.10	Public Transportation Services Express & Dial-A-Ride November 2020
087813		12/2/2020	MV Cheng & Associates Inc.	2,475.00	AP Consultant Services November 2020
087814		12/2/2020	North Star Landcare	9,831.25	Landcare Services November 2020
087815		12/2/2020	OnTrac	45.72	Shipping costs to Interwest Consulting
087816		12/2/2020	Onyx Paving Company Inc	93,059.73	CIP Pavement Rehab Project FY19-20
087817		12/2/2020	Paul Pine	1,588.41	Retiree Medical Reimbursement December 2020
087818		12/2/2020	Phoenix Group Information Systems	18,897.60	October 2020 Citation Processing Collection Agency Services October 2020 Parking Citation Processing Fees October 2020 Permit Processing Fee
087819		12/2/2020	Precision Iron Works	4,700.00	Riverfront Park Install and Paint Iron fence
087820		12/2/2020	Los Angeles County Department of Public Health	111.00	Backflow Inspection Fee FY 20/21
087821		12/2/2020	OfficeTeam	623.04	Temp Admin Services for Building Planning Dept Wk end 11-27
087822		12/2/2020	Robert Leach	1,005.00	Retiree Medical Reimbursement December 2020
087823		12/2/2020	Ronald Lindsey	1,176.90	Retiree Medical Reimbursement December 2020
087824		12/2/2020	Richards, Watson & Gershon	23,212.10	Legal Services General October 2020
087825		12/2/2020	Scott C. Anderson	1,189.78	Retiree Medical Reimbursement December 2020
087826		12/2/2020	Sheriff's Department	424,208.40	Public Safety September 2020
087827		12/2/2020	Staples Business Advantage	320.43	Office Supplies
087828		12/2/2020	SWRCB	2,848.00	SWSCB Annual Permit Fee Index No 420702
087829		12/2/2020	Quadient Finance, USA, Inc.	689.12	Postage Machine Oct 2020
087830		12/2/2020	Transtech Engineers, Inc	19,352.50	Professional Services City Engineering Sept 2020
087831		12/2/2020	U.S. Bank Corporate Payment System	5,107.58	Credit Card Expense 10-16-11-16-2020
087832		12/2/2020	Van Lant & Fankhanel, LLP	12,000.00	City's 2019-2020 Rendered Annual Audit Services

City of Maywood
Detail Warrants for Payment
Warrants No. 087648 to 087834

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087833		12/2/2020	Vernon, City of	74.10	Slauson & Downey 10-13-2020 - 11-12-2020
087834		12/2/2020	Willdan Engineering	7,500.00	Code Enforcement October 2020

TOTAL: \$1,042,486.59



AGENDA 3
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
BY: HRANT MANUELIAN, FINANCE DIRECTOR
RE: REVENUE REPORT FROM JULY – OCTOBER 2020

RECOMMENDATION

Staff recommends that the City Council receive and file the Revenue Report from July - October 2020.

BACKGROUND

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION

The attached analysis (see Attachment 1) compares prior YTD and current YTD Revenue

The total revenue received¹ from July – October 2020 totaled \$5,047,013.58 which is 49.20% higher than the same period last year.

¹ See row entitled Total Revenues

- **GENERAL FUND** – The total General Fund received totaled \$3,189,535.61 which is 63.67% higher than the same period last year. A contributing factor for the difference in General Fund Revenue is due to the reimbursement received from the Coronavirus Relief Fund. Through the Coronavirus Relief Fund, the CARES Act provides payments to Local governments to help navigate the impact of the COVID-19 outbreak. In October 2020 the City received the final payment of \$172,268 concluding the amount of \$344,534 which was expected from the CARES Act. Another contributing factor for the increase in General Fund is the Cannabis Sales Tax which is 226.11% higher compared to last year. Total Parking Fines and Court Collection (DMV) received from July to October 2020 has decreased by 78.32% and 33.98%, respectively. Additionally, Residential & Building Permits received from July to October 2020 has totaled \$7,294.02 which is 59.33% lower than the same period last year. Similarly, Parking Permits are currently 73.74% lower compared to the same period last year. However, the City is implementing a new parking permit process that allows citizens to renew and apply solely online and is hopeful in recovering Parking Permit revenue in the near future.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

There is no fiscal impact involved with this action.

ATTACHMENT(S)

Attachment No. 1 - Revenue Report from July – October 2020

ATTACHMENT NO. 1

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2020-21	H - % of FY 2020-2021 YTD Revenue Received
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(C divided by G)

(C minus B)

(C minus B)

GENERAL FUND	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Franchise & Collectors Fee	\$579.24	\$0.00		-100.00%	\$165,000.00	0.00%
Property Taxes	\$229,684.82	\$206,381.33	(\$579.24)	-10.15%	\$724,000.00	28.51%
Utility Users Tax	\$251,424.97	\$269,243.42	(\$23,303.49)	7.09%	\$900,000.00	29.92%
Transfer Tax (Real Estate)	\$5,227.76	\$11,540.38	\$6,312.62	120.75%	\$15,000.00	76.94%
Transient Occupancy Tax	\$17,422.79	\$15,615.83	(\$1,806.96)	-10.37%	\$60,000.00	26.03%
Cannabis Sales Tax	\$396,150.27	\$1,291,905.02	\$895,754.75	226.11%	\$2,000,000.00	64.60%
Sales Tax Revenue	\$292,918.84	\$317,605.60	\$24,686.76	8.43%	\$1,776,000.00	17.88%
Taxes Totals	\$1,193,408.69	\$2,112,291.58	\$918,882.89	77.00%	\$5,640,000.00	37.45%

FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. **LICENSES** and **PERMITS** are types of fees allowing for the operation within the City.

GENERAL FUND
Licenses & Permits:

Compliance Program Fee	\$0.00	\$45,000.00	\$45,000.00	0.00%	\$0.00	0.00%
Good Corporate Citizen Program	\$0.00	\$20,000.00	\$20,000.00	0.00%	\$0.00	0.00%
Residential & Building Permits	\$17,936.50	\$7,294.02	(\$10,642.48)	-59.33%	\$40,000.00	18.24%
Public Works Permit Fees	\$31,173.50	\$40,367.40	\$9,193.90	29.49%	\$50,000.00	80.73%
Other Fees & Permits	\$13,782.70	\$13,654.94	(\$127.76)	-0.93%	\$30,000.00	45.52%
Occupancy Permits	\$4,024.50	\$9,470.80	\$5,446.30	135.33%	\$10,000.00	94.71%
Building Permits	\$23,669.22	\$22,224.77	(\$1,444.45)	-6.10%	\$60,000.00	37.04%
Commercial Cannabis Applications	\$27,187.00	\$0.00	(\$27,187.00)	0.00%	\$0.00	0.00%
Commercial Cannabis Renewal	\$0.00	\$14,960.00	\$14,960.00	0.00%	\$105,000.00	14.25%
Parking Permits	\$48,168.03	\$12,648.20	(\$35,519.83)	-73.74%	\$90,000.00	14.05%
Apartment License	\$1,792.44	\$385.00	(\$1,407.44)	-78.52%	\$20,000.00	1.93%
Business License	\$2,288.00	\$6,686.88	\$4,398.88	192.26%	\$190,000.00	3.52%
Vehicle License Fee - LA County	\$0.00	\$0.00	\$0.00	0.00%	\$2,930,000.00	0.00%
Licenses and Permits Totals	\$170,021.89	\$192,692.01	\$22,670.12	13.33%	\$3,525,000.00	5.47%

GENERAL FUND
Charges for Services:

CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.

Rubbish Assessment	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	0.00%
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	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	(C minus B) (C divided by B minus 1)	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2020-21	H - % of FY 2020-2021 YTD Revenue Received
Plan Check Fees	\$17,319.92	\$12,176.41			-29.70%	\$35,000.00	34.79%
Rents & Concessions	\$7,560.00	\$7,938.00	(\$5,143.51)		5.00%	\$24,000.00	33.08%
Charges for Services Totals	\$24,879.92	\$20,114.41	(\$4,765.51)		-19.15%	\$84,000.00	23.95%
GENERAL FUND							
Fines and Forfeitures:							
Penalties: Apt & Bus License	\$412.25	\$1,383.85	\$971.60		235.68%	\$2,500.00	55.35%
SEMC: Court Collections (DMV)	\$30,747.78	\$20,300.44	(\$10,447.34)		-33.98%	\$100,000.00	20.30%
Administrative Citations	\$100.00	\$5,400.00	\$5,300.00		0.00%	\$0.00	0.00%
Parking Fines	\$59,744.77	\$12,952.50	(\$46,792.27)		-78.32%	\$175,000.00	7.40%
Fines and Forfeitures Totals	\$91,004.80	\$40,036.79	(\$50,968.01)		-56.01%	\$277,500.00	14.43%
GENERAL FUND							
Leases and Concessions:							
Leased Property Rental Income	\$21,475.98	\$14,859.88	(\$6,616.10)		-30.81%	\$68,400.00	21.72%
Leases and Concessions Totals	\$21,475.98	\$14,859.88	(\$6,616.10)		-30.81%	\$68,400.00	21.72%
GENERAL FUND							
Miscellaneous:							
Interest Income	\$34,578.61	\$12,435.19	(\$22,143.42)		-64.04%	\$120,000.00	10.36%
Miscellaneous Revenue	\$25,987.29	\$37,354.29	\$11,367.00		43.74%	\$25,000.00	149.42%
CARES Act Reimbursement	\$0.00	\$344,534.00	\$344,534.00		0.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00		0.00%	\$7,300.00	0.00%
Miscellaneous Revenue Totals	\$60,565.90	\$394,323.48	\$333,757.58		551.07%	\$152,300.00	258.91%
GENERAL FUND							
RETIREE PENSION LEVY:							
Retiree Pension Levy:							
Retiree Pension Levy	\$390,993.01	\$415,217.46	\$24,224.45		6.20%	\$850,000.00	48.85%
Retiree Pension Levy Totals	\$390,993.01	\$415,217.46	\$24,224.45		6.20%	\$850,000.00	48.85%
General Fund Revenue Totals	\$1,952,350.19	\$3,189,535.61	\$1,237,185.42		63.37%	\$10,597,200.00	30.10%
SPECIAL REVENUE FUND							
SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.							
"Gas Tax"	\$230,017.89	\$227,875.79	(\$2,142.10)		-0.93%	\$701,696.00	32.48%
Transportation Development Act (TDA)	\$0.00	\$0.00	\$0.00		0.00%	\$21,226.00	0.00%
Bikeway							
Proposition A	\$195,226.64	\$189,837.62	(\$5,389.02)		-2.76%	\$589,565.00	32.20%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference (C minus B)	E - Current YTD Prior YTD % Difference (C divided by B minus 1)	G - Adopted Budget FY 2020-21	H - % of FY 2020-2021 YTD Revenue Received (C divided by G)
Proposition C	\$165,002.42	\$157,463.55	(\$7,538.87)	-4.57%	\$497,529.00	31.65%
Measure R	\$121,392.24	\$118,051.33	(\$3,340.91)	-2.75%	\$366,809.00	32.18%
Measure M	\$135,997.03	\$134,398.95	(\$1,598.08)	-1.18%	\$415,674.00	32.33%
Senate Bill 1 (SB 1)	\$93,255.51	\$89,352.48	(\$3,903.03)	-4.19%	\$528,284.00	16.91%
Community Development Block Grant (CDBG)	\$8,141.00	\$0.00	(\$8,141.00)	-100.00%	\$450,000.00	0.00%
Air Quality Management District (AQMD) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$36,375.00	0.00%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$75,993.11	\$77,396.25	\$1,403.14	1.85%	\$155,000.00	49.93%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$432,000.00	0.00%
Lighting & Landscaping	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	0.00%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$394,703.00	\$862,558.00	\$467,855.00	118.53%	\$1,226,190.00	70.34%
Sewer Fund	\$10,553.60	\$544.00	(\$10,009.60)	-94.85%	\$293,000.00	0.19%
Special Revenue Totals	\$1,430,282.44	\$1,857,477.97	\$427,195.53	29.87%	\$5,863,348.00	31.68%
Total Revenues	\$3,382,632.63	\$5,047,013.58	\$1,664,380.95	49.20%	\$16,460,548.00	30.66%



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK
SUBJECT: ADOPT RESOLUTION 6151 AUTHORIZING THE DESTRUCTION OF OBSOLETE DOCUMENTS

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6151 authorizing the destruction of obsolete documents.

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.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

F.Y. 20 -21 Impact: \$2,000	Current F.Y. Budget: \$ 0
Fund Impacted: General Fund	Budget adjustment requested : \$2,000
Source of funds: General Fund	Updated Account Budget: \$2,000
Account number: 01-614-5025 Miscellaneous Expense	For fiscal year: FY 20/21

ATTACHMENTS

Attachment No.1 – Proposed Resolution No. 6151

Attachment No. 2 – Request for destruction of obsolete records (Exhibit A to Resolution)

ATTACHMENT NO. 1

RESOLUTION NO. 6151

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, staff 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.

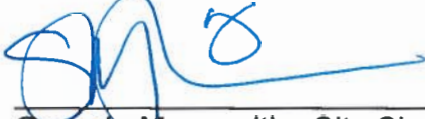
Section 4. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2020.



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy 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. 6151 was adopted at a regular meeting of the City Council of the City of Maywood held on the 9th day of December, 2020 by the following vote:

AYES: MARQUEZ, LARA, DE LA RIVA

NOES:

ABSTAIN:

ABSENT:



Gerardo Mayagoitia, City Clerk

EXHIBIT A

ATTACHMENT NO. 2



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Shirley Quinones, Executive Assistant/Deputy City Clerk

Subject: Request for Destruction of Obsolete Records

Department Head

Date

Date of Record	Description of Record	Retention
1963 - 2013	Employee Personnel File for former employees. One or all of the following: job application, medical enrollment, birth certificates,	Current plus 2 years – not public record

(If additional space is needed to describe records, please attach additional pages)

APPROVED

City Attorney

Date

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

Date:

12/9/2020

Resolution No

6151

☒ 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 of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Oct. 1, 2020
Date

Date of Record	Description of Record	Retention
JULY 1995-JUNE 1996	PERS PAYROLL REGISTER	3 years
JAN 2004-DEC 2004	PAYROLL ACCRUAL & USAGE REPORT, PAYROLL REGISTER	3 years
JAN 2003-DEC 2003	ACCOUNTS PAYABLE PO'S/ENCUMBRANCE REPORTS	until audited +4 years
JULY 1992-JAN 1993	ACCOUNTS PAYABLE WARRANT REGISTER/CHECKS	until audited +4 years
DEC 1992-DEC 1993	PAYROLL REGISTER	3 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

A handwritten signature in black ink, appearing to read "Garcia MB", written over a horizontal line.

City Attorney

Date

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Date: 12/9/2020

Resolution No. 6151

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☐ Other (specify method)

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City Clerk

Date of Record Destruction



Subject: Request for Destruction of Obsolete Records

Oct. 1, 2020
Date

Date of Record	Description of Record	Retention
DEC 1998-DEC 1999	PAYROLL, REGISTER	3 years
JULY 2000-JUNE 2001	GENERAL LEDGER - EXPANDED GL REPORT	until audited +4 years
DEC 1995-DEC 1996	PAYROLL, REGISTER	3 years
JULY 1997-JUNE 1998	GENERAL LEDGER - GL/CHART OF ACCTS REPORTS	until audited +4 years
JULY 2001-JUNE 2002	PAYROLL, REGISTER- CALPERS MONTHLY PAYROLL PAYMENTS	3 years

(If additional space is needed to describe records, please attach additional pages)

City Attorney

Date _____

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Date: 12/9/2020

Resolution No. 4151

 Shredding

- ☐ Burning

☐ Other (specify method)

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City Clerk

Date of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Oct. 1, 2020
Date

Date of Record	Description of Record	Retention
JULY 2002-JUNE 2002	GENERAL LEDGER - EXPANDED GL REPORT	until audited +4 years
JUNE 2004-SEPT 2004	PAYROLL, REGISTER - 3RD & 4TH QRT PAYROLL	3 years
MAY 2002-FEB 2005	PAYROLL, REGISTER - PARS REPORT PAYMENTS	3 years
JULY 2003-JUNE 2004	PAYROLL, REGISTER - CALPERS PAYROLL REPORT PAYMENTS	3 years
JUNE 2002-DEC 2002	PAYROLL, REGISTER PAYROLL REPORTS	3 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

Date

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

Date: 12/9/2020

Resolution No. 0151

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City Clerk

Date of Record Destruction



**MEMORANDUM
REQUEST FOR DESTRUCTION
OF OBSOLETE RECORDS**

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

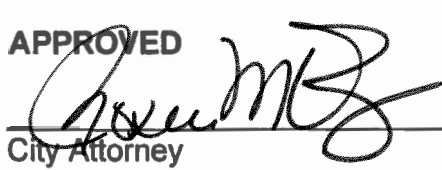
Hrant Manuelian
Department Head

Oct. 1, 2020
Date

Date of Record	Description of Record	Retention
DEC 1992-JUNE 1994	PAYROLL, REGISTER - PERS PAYROLL REPORTS	3 years
JULY 2005-JUNE 2006	PAYROLL, REGISTER - CALPERS PAYROLL PAYMENTS	3 years
JULY 1994-JUNE 1995	GENERAL LEDGER - CHART OF ACCTS/GL	until audited +4 years
DEC 2004-MAR 2005	PAYROLL, REGISTER - PAYROLL REPORT	3 years
MAR 2005-JUNE 2005	PAYROLL, REGISTER PAYROLL REPORTS	3 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED


City Attorney

Date

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

Date: 12/9/2020 Resolution No. 6151

☒ Shredding ☐ Burning ☐ Other (specify method)

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City Clerk

Date of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JAN 2002-DEC 2003	PAYROLL, REGISTER - CALPERS PAYROLL REPORTS	3 years
JULY 1991-JUNE 1992	GENERAL LEDGER - DETAILED GL REPORTS	until audited +4 years
MAR 2001-DEC 2001	PAYROLL, REGISTER - QRT PAYROLL REPORTS	3 years
JULY 2000-JUNE 2001	ACCOUNTS PAYABLE - WARRANT REGISTER / REVENUE/JV'S	until audited +4 years
JAN 2000-DEC 2000	PAYROLL, REGISTER PAYROLL REPORTS	3 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

Date

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

Date: 12/9/2020 Resolution No. 0651

☒ 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 of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

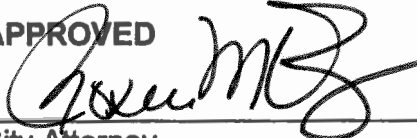
Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JAN 2004-JUNE 2004	ACCOUNTS PAYABLE - PO'S/ENCUMBRANCE REPORTS	until audited +4 years
JAN 1997-DEC 1997	ACCOUNTS PAYABLE - PO'S/ENCUMBRANCE	until audited +4 years
JAN 2002-DEC 2002	ACCOUNTS PAYABLE - PO'S/ENCUMBRANCE REPORTS	until audited +4 years
SEPT 2007-DEC 2007	PAYROLL, REGISTER - 4TH QTR PAYROLL	3 years
JAN 1999-DEC 1999	ACCOUNTS PAYABLE - PO'S/ENCUMBRANCE REPORTS	until audited +4 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED


City Attorney

Date

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Date: 12/9/2020 Resolution No. 6151

☒ Shredding

☐ Burning

☐ Other (specify method)

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City Clerk

Date of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JULY 2003-DEC 2003	PAYROLL, REGISTER - 3RD/4TH QTR PAYROLL	3 years
DEC 2005- NOV 2006	PAYROLL, REGISTER - SICK/VACATION ACCRUAL & USAGE REPORT	3 years
JULY 2003-JUNE 2004	ACCOUNTST PAYABLE - WARRANT REGISTER/ REVENUE/JV'S	until audited +4 years
JULY 1999-MAY 2000	GENERAL LEDGER - GL REPORT	until audited +4 years
JULY 1993-JUNE 1994	GENERAL LEDGER - GL REPORT	until audited +4 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

Date

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Date:

12/9/2020

Resolution No.

6151

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City Clerk

Date of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
DEC 1997-DEC 1998	PAYROLL, REGISTER – PAYROLL REPORTS	3 years
DEC 1999-DEC 2000	PAYROLL, REGISTER - 1ST-4TH QTR PAYROLL REPORTS	3 years
JULY 1995-JUNE 1996	GENRAL LEDGER - CHART OF ACCTS/GL REPORT	until audited +4 years
SEPT 2004-DEC 2004	PAYROLL, REGISTER - 4TH QTR PAYROLL	3 years
JULY 1999-JUNE 2000	PAYROLL, REGISTER - CALPERS PAYROLL REPORT PAYMENTS	3 years

(If additional space is needed to describe records, please attach additional pages)

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City Attorney

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City Clerk

Date of Record Destruction





MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
Jan-1996	ACCOUNTS PAYABLE - VENDOR REGISTER/1099	until audited +4 years
JULY 1996-JUNE 1997	PAYROLL, REGISTER - CALPERS PAYROLL PAYMENTS REPORT	3 years
DEC 2003-MAY 2003	PAYROLL, REGISTER - PAYROLL REPORT 1ST & 2ND QTR	3 years
JAN 1994-DEC 1994	PAYROLL, REGISTER - PAYROLL REPORT	3 years
JULY 2000-JUNE 2001	PAYROLL, REGISTER - CALPERS PAYROLL PAYMENTS REPORT	3 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

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City Clerk

Date of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JAN 2001-DEC 2001	ACCOUNTS PAYABLE - PO'S/ENCUMBRANCE	until audited +4 years
JAN 2000-DEC 2000	ACCOUNTS PAYABLE - PO'S/ENCUMBRANCE REPORTS	until audited +4 years
NOV 1993-SEPT 1996	PAYROLL, REGISTER - PAYROLL REGISTER REPORT	3 years
JULY 1999-JUNE 2000	ACCOUNTS PAYABLE - WARRANT REGISTER/REVENUE REPORT	until audited +4 years
DEC 2003-JUNE 2004	PAYROLL, REGISTER - 1ST/2ND QTR PAYROLL REGISTER	3 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

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City Clerk

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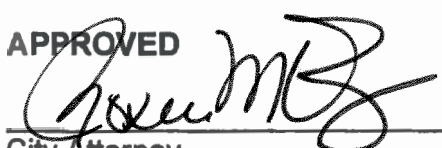
Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
MAY 1998-APR 2002	GENERAL LEDGER - FINANCE JV'S	until audited +4 years
MAY 2002-FEB 2006	GENERAL LEDGER - FINANCE JV'S	until audited +4 years
OCT 1924-APR 1926	ACCOUNTS RECEIVABLE - REVENUE RECEIPTS BLDG/BUSINESS/STREET	until audited +4 years
OCT 1924-APR 1926	ACCOUNTS PAYABLE - REGISTER OF DEMANDS /WARRANTS	until audited +4 years
OCT 1924-APR 1926	ACCOUNTS RECEIVABLE - REGISTER OF RECEIPTS	until audited +4 years

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City Attorney

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City Clerk

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MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
APR 1929-MAR 1933	ACCOUNTS RECEIVABLE - REGISTER OF RECEIPTS	until audited +4 years
OCT 1924 – APR 1928	ACCOUNTS PAYABLE - REGISTER OF RECEIPTS /WARRANTS	until audited +4 years
JULY 1992-JUNE 1993	GENERAL LEDGER - DETAILED G/L	until audited +4 years
JULY 1991-JUNE 1992	GENERAL LEDGER - CHART OF ACCTS DETAILED G/L	until audited +4 years
DEC 1991-DEC 1992	PAYROLL, REGISTER - PAYROLL REPORT	3 years

(If additional space is needed to describe records, please attach additional pages)

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City Attorney

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MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JAN 2014-DEC 2014	ACCOUNTS RECEIVABLE - REGISTER DAILY COUNT	until audited +4 years
FEB 2011 -DEC 2013	ACCOUNTS RECEIVABLE - REGISTER DAILY COUNT	until audited +4 years
JULY 2000-MAY 2001 MAY 2005-MAY 2006	BUDGETS, ANNUAL - WORKING BUDGET PAPERWORK	Current +2 years
JAN 2002-DEC 2002	ACCOUNTS RECEIVABLE - PERMITS/YARDSALE/PARKING PERMITS	until audited +4 years
JAN 2001-DEC 2010	ACCOUNTS RECEIVABLE - COPIES OF BUSINESS LICENSES	until audited +4 years

(If additional space is needed to describe records, please attach additional pages)

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City Attorney

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Department Head

Date

Date of Record	Description of Record	Retention
APR 2001-NOV 2012	ACCOUNTS RECEIVABLE - CASH RECEIPTS	until audited +4 years
JAN 1956-DEC 1964	PAYROLL, REGISTER - PAYROLL REPORTS	3 years
JAN 1990-DEC 1991	PAYROLL, REGISTER - PAYROLL REPORTS	3 years
JAN 1988-DEC 1989	PAYROLL, REGISTER - PAYROLL REPORTS	3 years
JUNE 2007-NOV 2010	ANNUAL FINANCIAL REPORT - ANNUAL FINANCIAL STATEMENETS	until Audited +2 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

A handwritten signature in black ink, appearing to be "Veronica Alvarez", written over the word "APPROVED".

City Attorney

Date

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Date: 12/9/2020 Resolution No. 0151

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MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

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Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
MAR 2007-SEPT 2007	PAYROLL, REGISTER - CALPERS, PARS FINANCIAL STATEMENT, PERS EMPLOYEE STATEMENT, SPECIAL CHECKS-SICK, VACATION	3 years
MAR 2006-AUG 2009	GRANTS - RESIDENTIAL REHAB PROGRAM	Until completed +4yrs
JULY 2007-NOV 2007 & NOV 2009	ANNUAL FINANCIAL REPORT - FISCAL REPORT, AGREEMENT COVENANTS, MEMOS OF FISCAL REPORT, MEETINGS, CALPERS LETTERS	until Audited +2 years
MAR 2000-SEPT 2001 & APR 2014-AUG 2015	BUDGET, CORRESPONDENCE - FEMA REIMBURSEMENT	Current +2 years, 2 years
MAR 1983-NOV 1984	GRANTS - REHAB LOAN FILES	Until completed +4yrs

(If additional space is needed to describe records, please attach additional pages)

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City Attorney

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City Clerk

Date of Record Destruction



MEMORANDUM REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS

To: City Clerk

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Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JAN 2012-DEC 2014	ACCOUNTS RECEIVABLE OVERNIGHT PARKING PERMIT APPLICATIONS	until Audited +4 years
DEC 2005-APR 2006	ACCOUNTS PAYABLE - WARRANTS/CASH RECEIPTS/JOURNAL ENTRIES	until audited +4 years
FEB 1982-NOV 1982	PAYROLL, REGISTER - ADP PAYROLL WORK SHEETS	3 years
JAN 1944-DEC 1950	ACCOUNTS PAYABLE - WARRANTS REGISTER	until audited +4 years
JAN 1951-DEC 1960	ACCOUNTS PAYABLE - WARRANTS REGISTER	until audited +4 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

Date

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City Clerk

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Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JULY 1978-JUNE 1981	ACCOUNTS RECEIVABLE - RECEIPTS & DISBURSEMENTS	until audited +4 years
JAN 1972-JUNE 1978	ACCOUNTS RECEIVABLE - RECEIPTS & DISBURSEMENTS	until audited +4 years
JAN 1982-JUNE 1984	ACCOUNTS RECEIVABLE - RECEIPTS JOURNAL	until audited +4 years
JAN 1989-DEC 1990	GENERAL LEDGER - CHART OF ACCOUNTS LISTING	until audited +4 years
OCT 2010-JUNE 2011	BANK ACCOUNT RECONCILIATIONS – BANK RECONCILIATIONS	until audited +4 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

Date

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To: City Clerk

From: Veronica Alvarez, Fund Accountant

Subject: Request for Destruction of Obsolete Records

Hrant Manuelian
Department Head

Date

Date of Record	Description of Record	Retention
JAN 2013-AUG 2015	ACCOUNTS RECEIVABLE - CASH RECEIPTS TAPES	until audited +4 years
JAN 2009-DEC 2011	ACCOUNTS RECEIVABLE - BUSINESS & APARTMENT LICENSE RECEIPTS	until audited +4 years
JAN 1986-NOV 1987	PAYROLL, REGISTER - PAYROLL	3 years

(If additional space is needed to describe records, please attach additional pages)

APPROVED

[Signature]
City Attorney

Date

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

Date: 12/9/2020 Resolution No. 6151

☒ 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 of Record Destruction



AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *jan*

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

RE: PROPOSED CITY HALL CLOSURE DECEMBER 21, 2020 – January 1, 2021

RECOMMENDATION

Staff recommends that the City Council approve the closure of City Hall for the holiday period beginning Monday, December 21, 2020 through Friday, January 1, 2021.

BACKGROUND

It should be noted that the City's observed Christmas Eve holiday (December 24th), Christmas Day holiday (December 25th), New Year's Eve holiday (December 31st), and New Year's Day holiday (January 1st) will contribute to a shorten week for employees.

A similar closure, as proposed, also occurred in previous years and is common within other municipalities.

DISCUSSION

The recommendation proposed in this staff report will have City Hall closed for a total of ten (10) workdays; of which four (4) are already scheduled holidays for employees. It is proposed that staff will utilize either vacation, personal leave, or compensatory leave for

the six (6) non-holiday days. Additionally, as to not penalize staff that has not accumulated the needed leave balances management can assign specific tasks/projects at City Hall for those employees on a case by case basis.

Part-time public works maintenance workers will be assigned hours during the closure; with the exception of the recognized City holidays (Christmas Eve/Day and New Year's Eve/Day).

Historically, City Hall routine counter service requests between Christmas and New Year's Day are low. This holiday closure provides a good opportunity for employees to take extra time off before the end of the fiscal year while customer service demands are low. Also, during this time our parking enforcement staff patrol only for health and safety concerns and not enforce overnight parking or street sweeping; however this year we have a part-time parking enforcement officer that will continue early morning enforcement on Monday, Friday and Saturday. Due to this schedule enforcement of overnight parking and street sweeping will be limited.

The holiday closure will not impact emergency services and any COVID-19 updates can easily be shared by staff, remotely, on the City's social media accounts and website.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

There will be minimal savings due to the building being shut down for two weeks

AGENDA REPORT

CITY OF MAYWOOD



AGENDA 6
ITEM NO. _____

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR
ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: CONSIDERATION OF AWARDING A CONTRACT TO SEA CLEAR INC.
FOR THE SOUTHEAST RIO VISTA YMCA POOL IMPROVEMENTS
PROJECT

RECOMMENDATION:

Staff recommends the City Council award a contract in the final form approved by the City Attorney to Sea Clear Inc's for the YMCA pool re-plastering improvement project in the amount of \$82,990 plus a 10% contingency in an amount not to exceed \$8,299.

BACKGROUND:

Providing a variety of health promoting activities to Maywood residents and to many surrounding cities, The Southeast Rio Vista YMCA located at 4801 E. 58th Street in Maywood, is currently in need of pool maintenance improvements in the manner of surface re-plastering. This commercial sized YMCA pool was initially constructed in the summer of 2008 and has served the community with numerous years of aquatics recreation. As with all pools that are frequently in use, the proposed maintenance of re-plastering is now required. Consistent with the City's lease agreement with the YMCA, the City is obligated to maintain certain portions of the overall facility and this improvement is consistent with the terms of the lease.

DISCUSSION:

City staff conduct an informal bidding process and received three bids for the needed re-plastering of the YMCA pool. The three vendors included Alan Smith Pools, American Pool Plastering and Sea Clear Pools, of which Sea Clear Pools was the

lowest responsible bid received. The proposed maintenance improvements for the YMCA pool would allow for the continuity of aquatics related services and activities for Maywood residents and also for the residents of surrounding cities. Notwithstanding the provisions of the bid, the maximum days to complete the work would be 35 days excluding rain delays. The pool will not be accessible to the public for a period of time after the work is completed to ensure the plaster is fully dry and hardened. Those provisions will be added to the contract. In addition, a provision will be added to ensure that the contractor complies with any discharge requirements with respect to the pool.

LEGAL REVIEW:

This staff report has been reviewed by City Attorney.

FISCAL IMPACT:

A budget amendment in the amount of \$82,990 is needed as this project has not been budgeted for. This would be paid for by General Fund, however it is expected to be reimbursed by the California Resources Agency Grant. Staff is also requesting a 10% contingency (\$8,299) which is standard.

CONSTRUCTION CONTRACT BETWEEN THE CITY OF MAYWOOD AND SEA CLEAR POOLS, INC.

THIS CONTRACT ("Contract") is made and entered into this 9th day of December 2020, by and between the City of Maywood, a municipal corporation (hereinafter the "City"), and Sea Clear Pools Inc., a California Corporation (hereinafter the "Contractor"). Contractor's license number is **637724** (C53, C-61/D35 A Pool Services Company); Contractor's DIR registration number is 1000007567.

RECITALS

A. The City invited the submission of informal bids for the re-plastering of the Southeast Rio Vista YMCA swimming pool in accordance with the provisions of the Uniform Public Construction Cost Accounting Act as adopted by the City.

B. The Contractor is the lowest responsible bidder for the project.

C. The City and Contractor intend to enter into this Contract in order to set forth terms and conditions applicable to completion of the project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. Contractor shall complete the Project in accordance with this Contract. To that end, Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as the Southeast Rio Vista YMCA Pool Improvements Project ("Project"), as described in this Agreement and the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Bid dated March 10, 2020, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference ("Work"). In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Change Orders. Changes orders, when ordered in writing by the City Manager or her designee and accepted by Contractor, shall be paid for in accordance with the terms of the written change order. The City Manager is authorized to request and execute any change orders (whether or not such change orders are requested by the City or Contractor) within the amount authorized by the City Council.

3. Term. The term of this Agreement shall be from the Effective Date and shall terminate when the Work are completed, unless sooner terminated pursuant to Section 13 of this Agreement or extended.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until: (i) Contractor furnishes proof of insurance as required under Section 14 of this Agreement;

and (ii) City gives Contractor a written notice to proceed. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

B. The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 35 working days, excluding Sundays, holidays and rain delays.

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

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

7. Compensation. City shall pay Contractor the total, all-inclusive, not-to-exceed amount of Eighty Two Thousand Nine Hundred and Ninety Dollars (\$89,200) for the construction of the Project. This amount shall cover all expenses for labor, materials, taxes and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed. Payment shall be as set forth in Exhibit B.

8. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

9. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment under this Agreement.

10. **Claims Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The "Disputed Work" will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

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

12. **Indemnification, Hold Harmless, and Duty to Defend.**

A. **Indemnities.**

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in

any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

13. Insurance Requirements.

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

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

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Work under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident for bodily injury or disease. If Contractor has no employees while performing Work under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

The City Manager may, in writing, amend the insurance provisions set forth herein in her discretion. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self-insurance shall not be considered to comply with the insurance requirements under this Section. The City Manager may, in writing, amend the insurance provisions set forth

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

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

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

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

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Work under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 12 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Work under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

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

15. Familiarity with Work.

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

- 1) Thoroughly investigated and considered the scope of Work to be performed;
- 2) Carefully considered how the Work should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the Work under this Agreement.

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

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

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

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

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

19. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any individual, employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all state statutes and local ordinances and regulations.

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

21. Mutual Cooperation.

A. City’s Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor’s performance of the Work required under this Agreement.

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

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

23. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Work under this Agreement, including a business license.

24. Payment Bond: ☒ **REQUIRED** – or – ☐ **NOT REQUIRED**

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

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

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

26. Warranty.

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

Contractor shall warrant all labor and materials for a period of one (1) year from completion of work and Contractor shall provide a five (5) year warranty on the plaster. The Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement.

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

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

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

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

31. Non-Appropriation of Funds. Payments to be made to Contractor by City for Work performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's Work beyond the current fiscal year, this Agreement shall cover payment for Contractor's Work only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

33. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

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

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

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

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

38. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be

resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

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

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

To City:

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

To Contractor:

Sea Clear Pools Inc.
Bill Szieff, Owner
23316 So. Normandie Ave.
Torrance, CA. 90502

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF MAYWOOD:

CONTRACTOR: SEA-CLEAR POOLS, INC.

By:


Eddie De La Riva, Mayor

By:

Bill Szieff, Owner

ATTEST:

By:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:

By:


Roxanne Diaz, City Attorney

EXHIBIT A

Scope of Work

Contractor shall re-plaster the pool located at the Southeast Rio Vista YMCA in Maywood CA. (4801 E. 58th Street, Maywood CA. 90270) as described within Sea Clear Pool Inc's attached scope of work. Contractor and City shall meet to confirm Contractor's technical approach in providing the Work as is further described in Contractor's Bid attached as Exhibit B under the heading "Performance of Work" starting on page 8. Any such changes shall be agreed to in writing and be made part of this Agreement as if set forth in full.

In addition, in the performance of the Work, Contractor shall comply with all applicable provisions regarding non-storm water discharges as set forth in the City's Municipal Code and under Phase I MS4 NPDES Permit. Pool water shall not be drained to the storm drain system. Wastewater generated from plastering, grouting, guniting, acid washing and other activities may not be discharged into the storm drain system. Contractor shall obtain approval from the City for the selected discharge location prior to discharging any pool water. In addition Contractor shall comply with the following:

- Contractor shall not wash out equipment and tools used for maintenance work in an area that discharges to the storm drain system.
- Materials that must not be placed on land where they may enter water, including the stormwater system, include but are not limited to:
 - Plaster, plaster waste and plaster wastewater
 - Pool backwash water
 - Pool chemicals
 - Rubbish and litter (eg bottles, cans, cartons, cigarette butts, food scraps, packaging and paper, glass or plastic items or materials)
- Contractor shall adhere to the applicable Best Management Practice fact sheets provided by the California Storm Water Quality Association Construction and Municipal handbooks and such fact sheets shall be provided to Contractor by the City.

Contractor is responsible for obtaining all applicable Los Angeles County Department of Health permits.

EXHIBIT B
Contractor's Bid

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor's Work are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

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

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

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

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

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required

to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT D
PAYMENT BOND
(LABOR AND MATERIALS)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

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

(Name and address of Surety)

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____
Its: _____

By: _____
Its: _____

(Seal)

(Seal)

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

AGENDA REPORT
CITY OF MAYWOOD



AGENDA 7
ITEM NO. _____

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *Jm*

BY: EDITH CARRILLO, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 6154 APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS.

RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 6154 approving the blanket authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A funding for projects and programs.

BACKGROUND:

The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A) was passed by Los Angeles County voters on November 8, 2016 to implement a 1.5 cents annual parcel tax per square foot of development. Measure A also designated the Los Angeles County Regional Park and Open Space District (RPOSD) to administer aid funds.

Measure A makes funding available to eligible recipients for projects that repair and upgrade parks and recreational facilities; create new parks; preserve and protect open spaces and beaches; and support recreational programming. Measure A funds seven annual allocation programs including Community-based Park Investment (Category 1) and Neighborhood Parks, Healthy Communities, and Urban Greening (Category 2). Funds can be expended on community/local parks, community/senior recreational centers, park safety, greenspace development, gardens, and urban canopy development.

In FY19/20, Maywood was allocated \$72,789 for Category 1 projects and \$53,317 for Category 2 projects.

Category 1 funds are allocated to each Study Area (City) in the County using a Per Capita and Structural Improvements formula. Category 2 funds are allocated to High-Need or Very-High-Need Study Areas using a Per Capita and Structural Improvements formula. Category 2 projects must involve parks and recreation facilities that provide safe places and facilities for after-school, weekend, and holiday programs for local children, youth, and families; provide opportunities for healthy living in all neighborhoods; and improve the quantity and quality of green spaces in the county.

To qualify for grant funding, applicants must conduct community outreach and engagement which actively seeks input from the public to determine how to utilize Measure A funds. Input from community members, and especially those who have been historically underrepresented in decision-making processes, should be actively sought during community engagement. By engaging a diverse range of community members when identifying, prioritizing, programming, and designing parks and recreation projects, public agencies and their partners can encourage increased levels of community trust and help to ensure that they deliver community-driven and -supported projects.

DISCUSSION:

The City is interested in applying for Measure A annual allocation funds to construct a 1,444 square foot outdoor fitness court and install approximately 28 separate units of outdoor fitness equipment at Riverfront Park. The fitness equipment has already been purchased using grant funds awarded by the California Natural Resources Agency and City General Funds.

To receive annual allocations, the City must submit an online application for each project seeking Measure A funds. Applications for annual allocations are accepted on an on-going basis. As part of the application requirements, a resolution must be approved by the local jurisdiction's governing body authorizing filing of grant applications for Measure A funds. The City Engineering Department will prepare an application for the Riverfront Park Outdoor Fitness Court project.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this resolution as it only gives authority to file applications for the Measure A grants.

ATTACHMENT:

Attachment No. 1 – Resolution No. 6154

ATTACHMENT NO. 1

RESOLUTION NO. 6154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of Maywood to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of Maywood must comply with; and

WHEREAS, the City of Maywood will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

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

Section 1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

Section 2. Certifies that the City of Maywood understands the assurances and will comply with the assurances in the application form; and

Section 3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

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

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

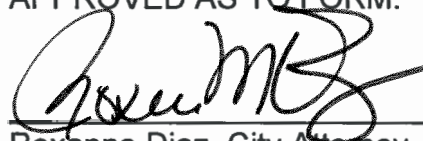
PASSED, APPROVED AND ADOPTED this 9th day of December, 2020


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

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

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6154 was duly passed and adopted by the City Council of the City of Maywood at a regular meeting held on the 9th day of December 2020 by the following votes:

AYES: MARQUEZ, LARA, DE LA RIVA

NOES:

ABSTAIN:

ABSENT:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk



AGENDA 8
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JMV*

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
GEORGE HILLS COMPANY, INC. FOR LIABILITY CLAIMS
ADMINISTRATION AND OTHER SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the professional services agreement with George Hills Company, Inc. for liability claims administration and other services in the form approved by the City Attorney and authorize the City Manager to implement the agreement, including the execution of any documents related to its implementation.

BACKGROUND

To facilitate its liability claims management, the City has used a third-party administrator for investigation, adjustment and administration of liability claims asserted by third parties against the City. The City's has used George Hills Company, Inc. for these services for the past several years as the City is not a member of the California Joint Powers Insurance Authority. The agreement with George Hills has expired and Staff desires to entire into a new agreement for the continuation of these services.

DISCUSSION

George Hills has been handling the City's claims liability administration services and the City has been pleased with their work. These services are important as the City does not

have a Risk Manager and George Hills assists the City with that role with regard to the claims and the litigation that are filed against the City.

As a third-party administrator, George Hills provides assesses and evaluates claims received by the City as well as investigates those claims. As such they assist the City with assessing risk and exposure to liability.

When a claim is received by the City, the City provides the claim to George Hills for their evaluation and processing. The claim is assigned to a claim adjuster who manages the claim through litigation. The adjuster provides as assessment and evaluation of the claim, ensures timely tort claim handling and determines the need for defense representation. If the claim proceeds to litigation, they will provide litigation support services including case monitoring, review of legal bills, and provide input and review of case evaluations and works with outside counsel if needed on investigation, discovery and case strategy. Throughout the process, George Hills maintains the claims records and other administrative services.

There is an annual administration fee of \$1,200. The services are then billed at time and expense at the hourly rates of \$90 for an adjuster, \$75 for claims processing and if a supervisor is needed, the hourly rate of \$115. The fees are adjusted yearly at a 3% increase. The City is able to terminate the agreement with 90 days' notice.

Accordingly, staff recommends the City Council approve the agreement with George Hills.

LEGAL REVIEW

The City Attorney has drafted this report.

FISCAL IMPACT

There is no fiscal impact with this agreement as the City has budgeted \$100,000 for third-party administrator services; which includes legal services related to litigation. No additional budget adjustment is currently needed.

ATTACHMENT

Attachment No. 1 – Agreement with George Hills

ATTACHMENT NO. 1

CLAIMS ADJUSTING AND ADMINISTRATION
SERVICE CONTRACT BETWEEN
THE CITY OF MAYWOOD AND GEORGE HILLS COMPANY, INC.

This contract is made and entered into this 18th day of November, 2020 by and between the CITY OF MAYWOOD, hereinafter referred to as "CLIENT," and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH."

GH is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with John Chaquica, CEO, responsible for contract compliance and terms. Chris Shaffer, Vice President Claims Administration, shall oversee the daily operations.

The company's corporate office is located at 10940 White Rock Road, Suite 100, Rancho Cordova, California, 95670, telephone, (916) 859-4800.

The CLIENT is located at 4319 East Slauson Avenue, Maywood, CA 90270.

IT IS HEREBY AGREED by and between the parties signing this contract as follows:

I. GENERAL

CLIENT is desirous of availing itself of liability and property claims adjusting and administration services. GH is a Third-Party Claims Administrator handling self-insured claims and is ready to and capable of performing such services. As such, GH may act as a representative of the CLIENT when directed for the investigation, adjustment, processing, and evaluation of general liability, motor vehicle, and potential money damage claims or incidents filed by third parties against the CLIENT, or against parties for whom the CLIENT is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions ("CLAIMS").

For all other claims, CLIENT will report to GH monthly only for purposes of input into the claims system to ensure complete and accurate reports are provided to the excess carrier.

II. SCOPE OF SERVICES

GH agrees to provide complete claim handling services on each accident or incident, as directed by CLIENT. Each CLAIM will be subject to the GH Client Expressed Scope of Work Standards and Instructions form in practice at that time. CLIENT shall determine the scope of services to be provided by GH by signing the Client Expressed Scope of Work Standards and Instructions for each contract. The Client Expressed Scope of Work Standards and Instructions form shall be the controlling document for the scope of claims adjusting services to be provided by GH for CLIENT. Services to be provided by GH on behalf of CLIENTS for a CLAIM may include all or some of the following, as agreed to by CLIENT in attached Exhibit E:

A. GENERAL ADMINISTRATIVE SERVICES

Throughout each year GH performs several services that support claims administration, but do not include any claims handling and are performed by non-claims personnel. In addition, in the first year of a new client there are several on-

boarding services that are general and administrative in nature. Below is a list of such services, not all of which pertain and as such the fee is reduced:

- 1) Access to CMIS and training
- 2) A monthly listing of open claims, showing expense categories, reserves, and total incurred
- 3) Monthly claim summary reports
- 4) Providing loss run data and required reports
- 5) Providing annual reports to outside agencies
- 6) Filing of regulatory reports (such as 1099, W-9, etc.)
- 7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by CLIENT.
- 8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming)
- 9) New bank account set up (signature cards, test checks, online access, set up bank in CXP)
- 10) Discussion and agreement on the Approval process
- 11) Process checks weekly
- 12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions)
- 13) Maintain copies of all checks drawn by George Hills to pay claims and claims related expenses
- 14) Submit monthly check registers of all transactions made for the period
- 15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need)
- 16) Monthly bank reconciliation (prepared and sent to CLIENT)
- 17) Special reports that requested to go with billing invoices (by member, claim type, etc.)
- 18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, etc.)
- 19) Certificates of insurance

B. INVESTIGATIVE SERVICES

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all CLIENT losses but not to include extraordinary investigative services outside the expertise of GH.
- 3) In the event CLIENT or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.

- 4) Maintain service on a 24-hour per day, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 5) Undertake items of investigation requiring special handling for CLIENT at the direction of the CLIENT's Attorney or authorized representative.

C. LIABILITY CLAIM HANDLING SERVICES

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) GH will follow any CLIENT policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim. .
- 4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
- 6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
- 7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 8) Maintain records on any such claim and notify CLIENT when CLIENT is about to exhaust the Self-Insured Retention.
- 9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 10) Perform periodic quality control reviews of CLIENT and excess insurance (if applicable) statutory requirements to ensure compliance.
- 11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. (*See Attachment B*) – N/A
- 12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act, via a Business Associates Agreement (BAA) to be issued by the CLIENT.

- 13) GH shall notify CLIENT via electronic mail at such time a file has been closed.

D. LITIGATION SUPPORT SERVICES

- 1) Upon notification by the CLIENT that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
- 2) Work cooperatively with CLIENT in choosing outside counsel from approved panel, and assist defense counsel in on-going litigation defense efforts.
- 3) Obtain and maintain a Litigation Plan and Budget.
- 4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
- 5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- 6) Assist in responding to discovery or preparing discovery.
- 7) At the request of the CLIENT, attend mandatory settlement conferences on behalf of CLIENT.
- 8) Appear on behalf of CLIENT in small claims actions filed against CLIENT on open claims handled by GH.
- 9) Review case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation issues, discovery, and case strategy with counsel.
- 10) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the CLIENT.

E. REPORTS AND PROCEDURES:

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide CLIENT with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be CLIENT's property and constitute the GH's work product for which compensation is paid. A copy of all

reports, documents, and claim data of every kind or description that is in whole or in part by or for the CLIENT is the property of GH. Additional copies of original reports, documents, and data requested by CLIENT will be at CLIENT's expense in accordance with this contract.

- 3) GH agrees that CLIENT have access and the right to audit and reproduce any of the GH's relevant records to ensure that the CLIENT is receiving all services to which the CLIENT is entitled under this Contract or for any purpose relating to the Contract.

F. DATA

- 1) Utilize GH's claims management system—CXP (ClaimsXpress).
- 2) Record all claim information including all financial data.
- 3) Provide CLIENT Read only on-line access to the claims data system (up to five users), if desired by CLIENT.
- 4) Provide monthly standard loss run and check register.
- 5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
- 6) Provide assistance to CLIENT in developing customized reports when requested (may require additional charge).
- 7) Arrange for electronic file conversion for any open and closed claims at the direction of CLIENT.

G. CLAIM REVIEW MEETINGS

GH shall, on a mutually agreed periodic basis, meet with Client to review and discuss claims inventory and claims results of past period and delivery of services by CLAIM ADMINISTRATOR.

H. FINANCIAL ACCOUNTING

- 1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the Client.
- 2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
- 3) Submit monthly check registers of all transactions made for the period.
- 4) Complete or update Attachment C "Preferred Method of Check Processing" for check processing options.
- 5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.

- 6) GH will provide monthly bank reconciliation reports to CLIENT for audit purposes.

I. SUBROGATION SERVICES

GH is a claim administrative firm experienced in the handling of subrogation claims and is ready and capable of performing such services. GH does not handle subrogation claims with a value of less than \$1000. CLIENT may retain GH for Subrogation Services by signing a separate agreement, an example of which is attached hereto as Exhibit A. Such additional services are distinct from subrogating a loss from an additional insured from a claim filed by a third party. Our services are unique to a first party loss of the CLIENT caused by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, and may include: .

- Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
- Services or materials provided by outside vendors or contractors;
- Internal or external vehicle or equipment use and/or rental;
- Materials and/or goods utilized for the repair/replacement of damaged property; and/or
- Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing documents.

III. **DENIAL, COMPROMISE, OR SETTLEMENT OF CLAIMS**

It is agreed that CLIENT has granted \$2,500 authority to GH for the purpose of compromising, settling, and paying any claims against CLIENT being handled by GH. GH will issue payment for legal expenses as defined in the Client Expressed Scope of Work form. Prior approval to compromise or settle any claim or pay any expense will be obtained from the designated claims officer or employee on matters exceeding the authority granted above.

IV. **FILE RETENTION**

GH shall serve as the custodian of the client's data and as such shall electronically retain all related records through the life of this contract. Upon termination of this contract, GH shall dispose of or transfer the data at the client's direction. Client and GH may agree via a separate signed agreement to retain records for a longer period of time.

V. **CONFIDENTIALITY**

All data, documents, discussions, or other information developed or received by or for GH in PERFORMANCE of this contract are confidential and not to be disclosed to any person except as authorized by CLIENT or CLIENT's designee, or as required by law.

VI. CONFLICT OF INTEREST

In the event GH receives a claim from the CLIENT in which there arises a "conflict of interest," GH shall immediately notify CLIENT. CLIENT may then, at CLIENT'S expense choose to hire another well-qualified claim firm to handle that particular claim to a conclusion. GH covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this contract.

VII. CLIENT RESPONSIBILITY

CLIENT agrees to the following:

- 1) CLIENT shall cooperate with GH as reasonably necessary for GH to perform its services.
- 2) CLIENT agrees to provide direction to GH as requested regarding particular project requirements.
- 3) CLIENT shall identify a primary contact person(s) for an account as well as for billing and loss run submission. In addition, CLIENT shall be responsible for reporting all changes in the primary point of contact to GH.
- 4) CLIENT shall be responsible for reporting to GH all Bodily Injury Claims in addition to all other items noted in Attachment B to this Agreement "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)." – N/A
- 5) CLIENT shall be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes by April 30th of each year.
- 6) CLIENT shall obtain any necessary consent in the collection of any CLIENT data that is transmitted to a third party (i.e., actuary or auditor). CLIENT shall provide GH with reasonable assurances that it has the necessary consent to transmit CLIENT data to a third party. CLIENT acknowledges that the claims data may contain confidential and/or protected health information. In the event CLIENT authorizes and directs GH to provide claims data to a third party, CLIENT will indemnify, defend and hold harmless GH from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from: (i) any action against GH that is based on any negligent act or omission of CLIENT or a third party in transmitting and/or disclosing the claims data; or (ii) the violation of any statute, ordinance, or regulation by CLIENT or a third party in transmitting and/or disclosing the claims data.

VIII. FEES

The following fee details shall apply to the services described in Section II – Scope of Services, which has been agreed to, including claims activity. These fees shall remain enforced and services provided during the term of this contract, unless otherwise amended. The terms of this section may be renegotiated upon mutual approval of both parties.

GH fees are detailed in two distinct areas of services. 1)—General and Administrative, which is detailed in paragraph II. Scope of Work; and services specifically related to Claims Administration, which is detailed below in Section 2). Both fees will be billed monthly. Additionally, if CLIENT elects any optional services they are listed in 3) below.

1) General and Administrative

- a. **Annual Administration Fee:** \$1,200.00
- b. **Mileage – Adjuster:** Mileage is paid at the IRS rate.
- c. **Adjuster Travel Expenses:** GH will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual expenses will be submitted with receipts on a monthly basis.
- d. **CXP Access Fee:** Access to the CMIS is included in the annual administration fee, which includes the setup and management of up to five (5) user accounts through CXP.
- e. **iMetrics Report Fee:** There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.
- f. **Custom Reports:** Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.
- g. **Catastrophic Fees:** The parties recognize that there are events that are unanticipated and catastrophic. Catastrophic Events are those involving five or more claimants or where there are two or more defense counsel retained for the defense. When such events occur, additional hours are required for the handling of resulting claims. To preserve quality and efficiency of service, CLIENT shall be billed at GH's current hourly rate for Catastrophic Events.
- h. **3% Escalator:** GH pricing option for the contract is estimated as a 3% annual increase.
- i. **General File:** A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.
- j. **Paper Files:** GH is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. GH will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

2) Claims Administration Services

- a. **Time and Expense:** The GH Claims team will charge time to each claim on the basis of 1/10th time for based on the task performed. This time and further descriptions shall be on each monthly invoice.

The current hourly rates are:

Supervisor: \$115/hour*

Adjuster: \$90/hour*

Claims Processing: \$75/hour*

The above compensation shall apply to services provided during the first year of this contract. Compensation for services provided during subsequent years may be renegotiated annually. Such change, if any, shall be submitted to Client by June 30th of each year in writing.

**Subject to the 3% escalator*

3) Optional Services

- a. Legal Services and Consultation (Optional):

- i. Litigation Management: \$ _N/A_ * p/hour
These services include the oversight of all assigned claims adjusters and monitoring and handling of “watch list” (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.
- ii. Monitoring Counsel: \$ _N/A* p/hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.
- iii. Outside General and Special Counsel: \$ _N/A* p/hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.
- iv. Trial/Mediation/Board Meetings Attendance: \$ N/A* p/hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

- v. Legal Training and Seminars: \$N/A* p/hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law and general liability claims. Courses are customized to address the client's specific needs.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

IX. PAYMENT SCHEDULE

GH will submit its invoices to CLIENT, and payment shall be made by CLIENT, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

X. TERM AND TERMINATION

The term of this contract shall commence on November 18, 2020 and terminate upon 90 day written notice by either party.

Termination for Convenience: CLIENT may at any time and for any reason terminate this Agreement upon ninety (90) days written notice to GH. Notice shall be deemed served on the date of mailing. Upon receipt of such notice, GH shall discontinue services at the end of the 90-day period in connection with the scope of services of this Agreement. Upon such termination, GH shall be entitled to payment from CLIENT for services completed and provided through the date of termination, per Section VIII.

Termination Costs: If termination takes place five (5) years or less from start of term, CLIENT may be subject to a fee, not to exceed \$2,500, intended to cover costs associated with data conversion, transition and contract close out.

Upon completion of data conversion and return of data back to CLIENT (electronic and/or hard copy), GH will destroy any remaining files.

XI. FAIR EMPLOYMENT

It is the policy of GH to provide fair and equal treatment to all staff members. GH is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability, medical condition, mental disability, religion, creed, marital status, sexual orientation, gender identification, gender expression, use of family care leave or any other classification deemed protected by law.

XII. INDEPENDENT CONTRACTOR

In performing claims administrative services herein agreed upon, GH shall have the status of an independent contractor and shall not be deemed to be an officer, employee, or agent of CLIENT.

XIII. INDEMNIFICATION

GH will defend, indemnify, and hold harmless CLIENT from and against all claims, demands, actions, or causes of action arising directly or indirectly from the negligent

action, conduct, or failure to act by GH personnel ("Indemnity Event"), except that indemnity does not apply with respect to the negligence or willful misconduct of GH.

CLIENT will defend, indemnify, and hold harmless GH from and against all claims, demands, actions, or causes of action arising directly or indirectly from the negligent action, conduct, or failure to act by CLIENT ("Indemnity Event").

This indemnity shall not cover any claims in which there is a failure to give GH prompt and timely notice, but only if and to the extent that such failure materially prejudices the defense. For an Indemnity Event, the maximum amount recoverable by CLIENT against GH for damages and costs (inclusive of attorneys' fees) is limited to the insurance policy limits in place at the time of the Indemnity Event.

In those cases wherein GH is named in a filed or verified complaint solely because it is the CLAIMS ADMINISTRATION firm on a given claim, CLIENT will defend GH, at no cost to GH.

XIV. INSURANCE

GH shall provide Client with Certificates of Insurance duly executed by an authorized representative of insurance company or companies authorized to transact business in the State of California, and said Certificates shall evidence that the GH has in full force and effect: (1) Commercial General Liability coverage \$1,000,000 per occurrence/\$2,000,000 General Aggregate applying to bodily injury, personal injury, and property damage; (2) Automobile Liability \$1,000,000 combined single limit per accident; (3) Professional Liability coverage \$1,000,000 Each Claim/Annual Aggregate; (4) Statutory coverage for workers compensation; (5) Fidelity coverage for theft of Client property in the amount of \$500,000 per loss; (6) Cyber/Internet Liability \$1,000,000 each claim/annual aggregate. GH shall include Client as an additional insured under the Commercial General Liability insurance referenced above by endorsement or policy wording.

GH will provide thirty (30) days' written notice, prior to the cancellation or reduction in insurance coverage, except in the event of cancellation due to non-payment of premium, in which case 10 days' written notice will be provided.

XV. EMPLOYEE SOLICITATION

During the period of this contract, and for a period of one (1) year thereafter, GH agrees not to solicit for employment any CLIENT employee contacted during the performance of this contract; CLIENT agrees not to solicit for employment, or employ, during the period of this contract, and for a period of one (1) year thereafter, any employee of GH contacted by the CLIENT during the performance of this contract.

XVI. PERMITS, LICENSES, CERTIFICATES

GH, at GH's sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract, including appropriate business license.

XVII. ARBITRATION

GH and CLIENT agree that in the event of any dispute with regard to the provisions of the Contract, the services rendered or the amount of GH's compensation and the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session. The mediation may continue after the commencement of arbitration if the parties so desire. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

XVIII. FORCE MAJEURE CLAUSE

GH shall be relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", natural disasters such as earthquake or fires, floods, riots, epidemics, pandemics, including COVID-19 regulations or restrictions issued by federal, state or local governmental authorities, strikes, or any act or order which is beyond the control of GH, provided GH takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

XIX. NOTICES

All notices to GH shall be personally served or mailed, postage prepaid, to the following address:

GH
George Hills Company
Attn: John Chaquica, CEO
10940 White Rock Road, Suite 100
Rancho Cordova, CA 95670

All notices to the CLIENT shall be personally served or mailed, postage prepaid, to the following address:

Client:

Jennifer E. Vasquez
City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, CA 90270

GH and CLIENT agree that the terms and conditions of the Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to in writing by both the CLIENT and GH.

XX. ENTIRE CONTRACT

GH and CLIENT agree that this contract constitutes the entire contract of the parties regarding the subject matter described herein and supersedes all prior communications, contracts, and promises, either written or oral.

XXI. TIME OF ESSENCE

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

GEORGE HILLS COMPANY INC.

BY: _____
John E. Chaquica, CEO

CITY OF MAYWOOD

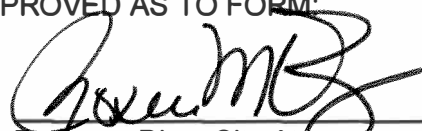
BY:  _____
Eddie De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

**ATTACHMENT A
SUBROGATION AGREEMENT**

This Subrogation Agreement is made and entered into this _____ day of _____, 2020 by and between the _____, hereinafter referred to as "CLIENT", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH".

- I. GH does not handle subrogation claims with a value of less than \$1000. For those claims in excess of \$1000, CLIENT may, at CLIENT's own expense:
 - a. Authorize GH to act as a representative of CLIENT for the investigation, adjustment, processing, supervision and evaluation of an ultimate recovery of potential money from damage claims against parties for whom it is alleged to be legally responsible.
 - b. Authorize GH to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CLIENT. Upon determination by the attorney that a civil action is in the best interest of CLIENT, GH will notify CLIENT and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney.
 - c. While GH is handling a subrogation claim for CLIENT pursuant to the terms of this Contract, the institution of a civil action is determined by CLIENT to be the best course of action, CLIENT may elect to do so at CLIENT's own expense as follows:
 - i. Recall the claim to CLIENT's control so that CLIENT may pursue recovery in a manner to be determined by the CLIENT's attorney to be in the best interest of the CLIENT.
 - ii. In the event CLIENT recalls the claim as indicated above, CLIENT shall be responsible for payment to GH for any and all time and expense incurred by GH's subrogation claim adjuster and/or other subrogation division staff up to the time wherein the claim has been recalled by CLIENT.
- II. CLIENT will pay a Subrogation Fee in the amount of 30% foreach and every recovery obtained. The minimum amount to be paid to GH will be \$250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving CLIENT of any fiscal responsibility for rejected claims only.
 - a. Generally, no recovery shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to exceed this amount and/or length of time, Subrogation fee shall be 45%. In the event a payment plan is authorized and entered into, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the CLIENT upon the entry of the payment agreement. GH will make every attempt to enforce the provisions of the payment agreement with the claimant, but in no way guarantees the fulfillment of the terms of the payment agreement. In the event the terms of the payment agreement are not fulfilled and warrant pursuit through the small claims process, authority to pursue through small claims will be requested.

- b. Authorize GH to appear in small claims court for recovery of funds. Authority for the pursuit of recovery through small claims will be requested prior to the filing of documents with the court to initiate the small claims action. Each appearance will be an additional fee of \$150. All costs for the handling of small claims court actions, i.e. service of process of documents on the responsible parties, mileage, parking, and toll shall be an additional cost and will be the responsibility of the CLIENT. Additional allocated costs shall be billed separately upon the cost being incurred, such as, but not limited to: skip tracing, service of process, and third-party sub contracted investigation.
- c. GH reserves the right to cease working on any claim whereas information has not been made available to GH within 120 days after GH has submitted the information and/or documentation request to CLIENT, at such time the claim will be closed.
- d. Due to the nature of these services, in that compensation is contingent upon recovery, if the contract is terminated prior to recovery or other closure of any claim, the CLIENT shall pay GH for all expenses and time spent, to date, on any claim(s) currently open and recovery in process. Payment shall be based on the current hourly rate of GH. GH will submit the final invoice within five business days of termination.

III. General Terms and Conditions

- a. Successors and Assigns.
All of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.
- b. Construction.
The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, recitals, and the preamble shall, unless otherwise stated, refer to the Sections, Recitals, and Preamble of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the Agreement.
- c. Integration.
This Agreement, and all related documents referred to in this Agreement, constitute the entire Agreement between the parties. There are no oral agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.
- d. Third-Party Rights.
Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.

- e. Severability.
If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- f. Waivers.
No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.
- g. Counterparts.
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by Seller and Purchaser.
- h. Authority of Parties.
All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.
- i. Governing Law.
This Agreement shall be governed by and construed in accordance with California law.

Date

BY: _____
John E. Chaquica, CEO
GEORGE HILLS COMPANY, INC.

Date

BY: _____
NAME, TITLE
ENTITY

ATTACHMENT B – N/A
MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is \$1,000 per day, per claimant.

George Hills Company, Inc. (GH) has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the CLIENT. ExamWorks shall represent the CLIENT—and Responsible Reporting Entity (RRE) to this existing contract and this addendum and will be the designated reporting agent. GH will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GH agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GH's non-compliance. GH further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GH's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GH by RRE or other third parties.

Without in any way limiting the indemnity set forth in this Contract, all work performed by ExamWorks will be done in a professional manner. GH shall perform the necessary data gathering for RRE and ExamWorks; as such GH shall include in our monthly invoicing the time incurred for such work at our contract hourly rate or will be included in your monthly flat fee or claims adjusting.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GH, and its RREs, shall be charged as an Allocated Expense, as defined in Attachment D, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

ATTACHMENT C
PREFERRED METHOD OF CHECK PROCESSING

1. Selection of Bank

a) ☐ GH uses CA Bank & Trust

b) ☐ Clients Choice

Name

Address

Please provide signature cards, sample check, starting check number, name of contact person

2. Trust Balance Desired \$_____

3. Account funding: GH will notify client when the balance falls below required balance

4A. Number of Signatures Required

a) ☐ One

b) ☐ Two on all checks

c) ☐ Two on checks in excess of \$_____

4B. If two signatures are required please specify:

a) ☐ Both GH

b) ☐ One GH, one client

GH signers: John Chaquica, CEO; Chris Shaffer, Vice President; Kimberly Santin, Finance Director

5. Accountability

a) Positive Pay: Yes ☐ No ☐

GH recommends positive pay to mitigate the potential for fraud.

b) Check Registers: Yes ☐ No ☐

Weekly ☐ Monthly ☐

c) ☐ Statement to be balanced by client, or

☐ Statement to be balanced by GH with copies to client

ATTACHMENT D ALLOCATED EXPENSES

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees;
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;
- Costs of indexing claimants;
- Services performed outside the TPA's normal geographical regions;
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
- Investigation of possible fraud including SIU services and related expenses; and/or
- Any other similar cost, fee, or expense that is not otherwise included in the TPA's service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity.

ATTACHMENT E
CLIENT EXPRESSED SCOPE OF WORK FORM

This document is intended to provide specific service expectations in the Service Contract, that would not otherwise require revision during the contract period that may differ or elaborate from our Client Service Profile.

INVESTIGATION:

- ☐ George Hills will conduct all investigations
- ☐ CLIENT will conduct all investigations
- ☐ CLIENT will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's Surveillance, etc.):

- ☐ Must be preauthorized by CLIENT
- ☐ Does not need preauthorization

REJECTION OF CLAIMS:

CLIENTS position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency*)

Protocols for Rejections

- ☐ GH needs authorization
- ☐ GH does not need authorization
- ☐ GH sends the Rejection
- ☐ CLIENT sends the Rejection
- ☐ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

- ☐ GH will handle litigated claims
 - ☐ Full
 - ☐ As assigned
 - ☐ Check Issuance and Data Input
 - ☐ Data Input only
- ☐ CLIENT will handle litigated claims inhouse, with GH to capture data into SIMS
 - ☐ CLIENT will send data to GH weekly
 - ☐ CLIENT will send data to GH monthly

Mandatory Settlement Conferences

- ☐ GH always attends
- ☐ At CLIENT request only

Small Claims Actions filed against CLIENT

- ☐ GH always appears
- ☐ At CLIENT request only

Legal Counsel

- ☐ GH must have CLIENT authorization to refer to outside Legal Counsel
- ☐ GH does not need CLIENT authorization to refer to outside Legal Counsel
- ☐ GH must use CLIENT approved Legal Panel for Attorney selection
- ☐ CLIENT does not have an approved Legal Panel for Attorney selection
- ☐ All Litigation to be handled by CLIENT inhouse Legal
- ☐ GH always sends Litigation Assignment packets to Legal Counsel

CLIENT specific Litigation Guidelines: ☐ Yes ☐ No

CLIENT specific Litigation Referral Form/Letter: ☐ Yes ☐ No

CLIENT specific Litigation Budget Form: ☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☐ Expense ☐ Legal

EXCESS REPORTING:

- ☐ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- ☐ CLIENT will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

- ☐ \$0.00 Other: \$ (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

- ☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the CLIENT.
- ☐ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

- ☐ GH stops tracking activity once the SIR has been reached.
- ☐ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.
- ☐ GH will reserve to Full Value and track recoveries.

ATTACHMENT F
CLIENT'S BUSINESS ASSOCIATE AGREEMENT



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *jm*

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: APPROVAL OF INTERIM AGREEMENT FOR PROFESSIONAL STREET SWEEPING SERVICES WITH CLEANSTREET

RECOMMENDATION

Staff recommends that the City Council approve the interim agreement for professional street sweeping services with CleanStreet in the form finalized by the City Attorney and concur that the waiver of the bidding requirements is in the best interests of the City.

BACKGROUND

CleanStreet has provided the City with street sweeping services previously through the City's former waste hauler CWS. However, with CWS' default of the solid waste collection agreement and its eventual termination in November 2019, the City was required to provide these services during the transition period. On August 26, 2020, the City Council approved a new franchise agreement for solid waste services with United Waste Systems Inc. The franchise agreement, however, does not provide for street sweeping services. Notwithstanding, we have continued to use the services of CleanStreet to ensure the public health and safety of the residents and businesses of the City to maintain a state of cleanliness for road safety, maintenance of gutters and the City generally. Staff intends to issue a request for proposals for these services, but in the interim desires to formalize the services that are being provided.

DISCUSSION

As the City now has a long-term solid waste agreement since August 2020, Staff desires to formalize the services that have been provided by CleanStreet as those services will no longer be part of the solid waste agreement. Accordingly, the proposed agreement is an “interim” agreement for the services that have been provided since September while the City drafts and lets out a request for proposals after the new year. The term of the agreement is through the end of this fiscal year; however, it does provide for monthly extensions up to an additional six months. Staff does not anticipate it will require an extension, but it desires flexibility in case the request for proposal process does not yield satisfactory results. The monthly cost is \$7,500.

Because street sweeping is essential for the protection of the public health and safety of the residents and businesses in the City and arrangements for regular street sweeping maintain the City in a state of cleanliness for road safety, maintenance of gutter flow lines and to protect the City’s storm drain system from having organic and inorganic material from entering such system, Staff has determined that it is in the best interests of the City and its administrative operations to dispense with municipal code provision regarding a bidding process for these interim street sweeping services. Pursuant to the Section 3-4.13 of the City’s Municipal Code, staff is requesting the City Council concur with this determination as this is an interim agreement. This concurrence requires a four-fifths vote of the Council.

LEGAL REVIEW

The City Attorney has drafted this report.

FISCAL IMPACT

There is no fiscal impact as these services have already been budgeted for at a monthly rate of \$7,500.

ATTACHMENT

Attachment No. 1 – Interim Agreement with CleanStreet

ATTACHMENT NO. 1

INTERIM AGREEMENT FOR PROFESSIONAL STREET SWEEPING SERVICES

This Interim Agreement for Professional Street Sweeping Services ("Agreement") is dated December 9, 2020 and is between the City of Maywood, a California municipal corporation ("City") and Clean Street Sweeping, Inc. ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. Article XI, § 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters.

B. Consultant previously provided professional street sweeping services in the City through a contract with the City's Solid Waste contractor.

C. City terminated the Solid Waste Collection Agreement with its Solid Waste contractor.

D. City is obligated to protect the public health and safety of the residents and businesses in the City, and arrangements for regular street sweeping maintain a state of cleanliness for road safety, maintain gutter flow lines free of debris for free flow of water, and protect dust, silt, dirt, leaves and other organic and inorganic materials from the City streets prior to such materials entering the City's storm drain system, consistent with the exercise of the City's police power for the protection of public health and safety.

E. City desires to retain Consultant and Consultant desires to serve City to continue performance of these services on an interim, emergency basis during which City will commence procurement of a long term contract for street sweeping services.

The Parties therefore agree as follows:

1. Consultant's Services.

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

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Jeremiah Costello (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this

Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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

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

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

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The Services provided under this Agreement commenced on September 1, 2020 and shall be through June 30, 2021, unless sooner terminated as provided in Section 13 of this Agreement or extended by the City Manager. The City Manager may extend this agreement on a month-to-month basis up to an additional six months at the same terms and conditions as set forth herein.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, the monthly rate of \$7,500 as set forth in Exhibit A ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

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

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if

applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

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

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

5. Independent Contractor.

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

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of

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

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

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

6. PERS Compliance and Indemnification

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

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

7. Information and Documents.

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

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

or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Consultants in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual,

alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Consultant relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subconsultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subconsultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

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

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

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and

volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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

been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

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

11. Mutual Cooperation.

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

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

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

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

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

no other claim against City by reason of such termination, including any claim for compensation.

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

15. Default.

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

B. In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

If to Consultant:
Attn: Jeremiah Costello
1937 West 169th Street
Gardena, CA 90247

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical

disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

22. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a

reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

23. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

30. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and

construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

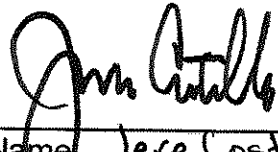
City:

City of Maywood,
a California municipal corporation

Consultant:

Clean Street Services, Inc.,

By: _____
Eddie De La Riva
Mayor of the City of Maywood

By:  _____
Name: Jere Costello
Title: CEO

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

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

City:

City of Maywood,
a California municipal corporation

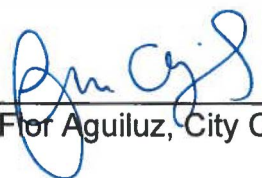
By: 
Ricardo La
Mayor of the City of Maywood

Consultant:

Clean Street Services, Inc.,

By: _____
Name: _____
Title: _____

ATTEST:

By: 
Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

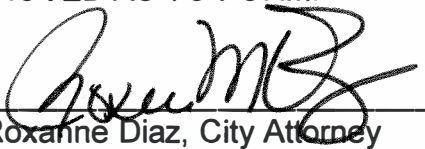
By: 
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide professional street sweeping services as more further described in Consultant's Proposal dated October 31, 2019, attached hereto as part of this Exhibit A and as directed by the City Manager.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA 10
ITEM NO. _____

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/ DEPUTY CITY CLERK

SUBJECT: ADOPT RESOLUTION NO. 6153 OF THE CITY OF MAYWOOD AMENDING THE CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND REPEALING RESOLUTION NO. 6023

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution adopting an amended Conflict of Interest Code containing revised designated positions and repealing Resolution No. 6023.

BACKGROUND:

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government. If listed as designated positions, the conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700)

In April 2019, the City Council conducted a comprehensive review of the City's then Conflict of Interest Code because it had been 5 years since it was last adoption in 2014. It was determined that the City had not been conducting its biennial review. In order to ensure compliance with best practices and the requirements of the Fair Political Practices Commission (FPPC), the City Council adopted Resolution No. 6023, which adopted the then current version of the Conflict of Interest Code set forth in FPPC Regulation 18730 as well as an updated list of designated positions who would be required to file a Form 700.

With our current review of the Conflict of Interest Code as detailed in this report, the City is now on the biennial cycle which requires every local agency to review its code a least every even-numbered year.

For this year's review, the Conflict of Interest Code has been updated to reflect revisions recently adopted by the FPPC to Regulation 18730. In addition, the Conflict of Interest Code was updated to reflect the amended gift limit which will be \$520 effective January 1, 2021 through December 31, 2022.

With respect to the list of City officials and other designated positions listed in Appendix A, we have added the positions of Code Compliance/Enforcement Officer, Parking Enforcement Officer I/II and the Building Inspector as designated positions that will be required to file a Form 700.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

There is no fiscal impact in adopting the resolution.

ATTACHMENT(S):

Attachment No. 1: Resolution No. 6153

ATTACHMENT NO. 1

RESOLUTION NO. 6153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND REPEALING RESOLUTION NO. 6023

Section 1. The Political Reform Act, Government Code Sections 81000, et seq., requires the City to adopt a Conflict of Interest Code for each department of the City.

Section 2. The Fair Political Practices Commission has adopted a standard model Conflict of Interest Code. The standard model code is codified at 2 California Code of Regulations Section 18730 and can be incorporated by reference by the City as the City's Conflict of Interest Code.

Section 3. Pursuant to Resolution No. 6023, the City last amended its Conflict of Interest Code in 2019, updating designated positions and disclosure categories for certain departments of the City. By this Resolution, the City is adopting a new updated Conflict of Interest Code incorporating revisions to Regulation 18730 including updating the gift limit as well as adding additional designated positions to Appendix A.

Section 4. The standard Conflict of Interest Code adopted by the Fair Political Practices Commission ("FPPC") attached hereto as Exhibit A, as amended by the FPPC from time to time, and Appendix A which sets forth the designated positions, and Appendix B which sets forth the disclosure categories for each City department, is hereby adopted and shall constitute the Conflict of Interest Code for the City of Maywood.

Section 5. Persons holding designated positions listed in Appendix A shall file statements of economic interest pursuant to Section 4 of the Conflict of Interest Code.

Section 6. The City Council hereby directs the City Clerk and City Attorney to coordinate the preparation of a revised Conflict of Interest Code in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5. The revised Code should reflect any changes in department or employee designations. If no revisions to the Code are required, the City Clerk shall submit a report no later than October 1st of the same year, stating that amendments to the Code are not required.

Section 7. Resolution No. 6023 of the City Council is hereby repealed in its entirety.

Section 8. This Resolution shall be effective immediately upon its passage and approval.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

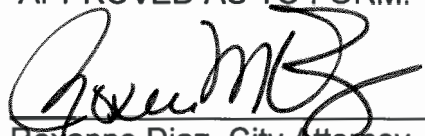
PASSED, APPROVED AND ADOPTED this 9TH DAY OF DECEMBER, 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy 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. 6153 was adopted at a regular meeting of the City Council of the City of Maywood held on the 9TH day of December, 2020 by the following vote:

AYES: MARQUEZ, LARA, DE LA RIVA

NOES:

ABSTAIN:

ABSENT:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

EXHIBIT A

Conflict of Interest Code

Regulation 18730

EXHIBIT A

CITY OF MAYWOOD CONFLICT OF INTEREST CODE (Incorporating Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.¹

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to

¹ See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property² is required to be reported,³ the statement shall contain the following:

² For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

³ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However,

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported⁴, the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported⁵, the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁴ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁵ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500⁶.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500⁷ in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

⁶ The annual gift limit amount will increase to \$520 on January 1, 2021.

⁷ This amount shall be increased to \$520 on January 1, 2021 through December 31, 2022.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 82019 and 87200-87210, Government Code.

APPENDIX A

<u>Designated Position</u>	<u>Disclosure Categories</u>
City Council Member	1
City Manager	1
City Clerk	2, 3, 4, 5
Deputy City Clerk	2, 3, 4, 5
City Attorney	1
Assistant City Attorney	2, 3, 4, 5
City Treasurer	1
Finance Director	2, 3, 4, 5
Director of Building and Planning	2, 3, 4, 5
Planning Commissioners	1
City Engineer	2, 3, 4, 5
Consultant	6
Code Compliance/Enforcement Officer	2, 3, 4, 5
Parking Enforcement Officer I/II	2, 3, 4, 5
Building Inspector	2, 3, 4, 5

APPENDIX B

DISCLOSURE CATEGORIES

1. Disclosure is required on FPPC Form 700 pursuant to Government Code Section 87200. No additional disclosure is required by this Conflict of Interest Code.
2. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).
3. Reportable income, loans and business positions. (FPPC Form 700, Schedule C.)
4. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).
5. Reportable gifts and travel payments, advances and reimbursements. (FPPC Form 700, Schedules D and E).
6. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this Conflict of Interest Code for that staff position. For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- A. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B.)
- B. Reportable income, loans and business positions. (FPPC Form 700, Schedule C.)
- C. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2.)
- D. Reportable gifts and travel payments, advances and reimbursements. (FPPC Form 700, Schedules D and E).



AGENDA 11
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JEV*

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: APPROVAL OF GRANT WRITING SERVICES AGREEMENT WITH CALIFORNIA CONSULTING, LLC

RECOMMENDATION

Staff recommends that the City Council approve the grant writing services agreement with California Consulting, LLC in the final form approved by the City Attorney.

BACKGROUND

California Consulting has been providing the City with grant writing services since 2017. Their agreement with the City expired on October 31, 2020 and Staff desires to continue the use of their services.

DISCUSSION

The proposed agreement with California Consulting is for the provision of grant writing services. The term of the agreement commences on November 1, 2020 through June 30, 2021. The monthly cost is a flat fee of \$3,000 per month. Staff supports the engaging California Consulting through the end of this fiscal year as set forth in the Agreement.

LEGAL REVIEW

The City Attorney has drafted this report.

FISCAL IMPACT

There is no fiscal impact as these services have already been budgeted at a monthly rate of \$3,000.

ATTACHMENT

Attachment No. 1 – Grant Writing Services Agreement

ATTACHMENT NO. 1

GRANT WRITING SERVICES AGREEMENT

DATED: October 26, 2020

PARTIES: California Consulting, Inc. (hereinafter the "Consultant"); and
City of Maywood (hereinafter the "Client")

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, Consultant shall provide the Client as follows:

- a. Grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing services at direction of Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing; and
- c. Perform post-grant award administration on the grants which are awarded to the Client, including the filing of required documents by the proscribed deadlines set by the awarding entity.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. Term of the Agreement: The effective date of this Agreement is November 1, 2020 – June 30, 2021.

Section 4. Compensation: Client shall pay Consultant \$3,000.00 per month as compensation for Consultant's grant writing services as described in Section 1. Consultant will provide Client with a written invoice. Client agrees to pay invoice within 30 (thirty) days of receipt.

Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client but only if such expenses are approved in advance by the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. Relationship: Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Notwithstanding, the Consultant recognizes that the Client is a public entity and is subject to the provisions of the California Public Records Act, Therefore nothing in this section prohibits the Client from complying with the California Public Records Act as it relates to any information or documents related to this Agreement. .

Section 8. Indemnification: The Consultant agrees to indemnify, defend and hold harmless the Client and its elected officials, officers, employees, attorneys, and contractors from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or attorneys fees) that arise out of or claim to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees in their performance of this Agreement. Consultant shall defend the Client in any action filed in connection herein with counsel of Client's choice and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Client for any and all legal expenses and costs incurred by Client in connection therewith.

Section 9. Insurance:

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

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

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

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

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

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

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

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Client. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify Client via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. Client Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, Client may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Client may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse Client for any premium paid by Client or Client may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify Client under Section 8 of this Agreement.

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

Section 10. **Assignment:** This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 11. **No Guaranteed Result:** Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 12. **Prior Agreements:** This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 13. **Governing Law:** This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 14. **Attorney's Fees:** The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 15. **Notices:** All notices will be sent via certified mail or overnight courier to:

Consultant at: California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245

Client at: City of Maywood
4319 East Slauson Avenue
Maywood, CA 90270

Section 16. **Termination:** This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

"CONSULTANT"

California Consulting, Inc.

By _____

Steven N. Samuelian, CEO

"CLIENT"

City of Maywood

By  _____

Eddie De La Riva, Mayor

ATTEST:

By:  _____
Gerardo Mayagoitia, City Clerk
 Shirley Rinones, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

AGENDA REPORT
CITY OF MAYWOOD



AGENDA 12
ITEM NO. _____

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR

SUBJECT: CONSIDERATION OF AUTHORIZING THE CITY MANAGER TO APPROVE THE USE OF THE CONTINGENCY FOR THE PAVEMENT REHABILITATION PROJECT FY 2019/2020

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to approve the use of the contingency for the Pavement Rehabilitation Project FY 2019/2020.

BACKGROUND:

AT the September 9, 2020 council meeting, the City Council approved and awarded a contract for a not to exceed amount of \$1,255,000 to Onyx Paving Company Inc. for the Pavement Rehabilitation Project FY 2019/2020. In order to cover any additional funds needed in forms of change orders for the project, staff recommended an allocation of up to a 10% contingency amount for this project.

DISCUSSION:

The approved Pavement Rehabilitation FY 2019/2020 project is currently in the construction stage. This project provides the city with a much needed street maintenance updates in terms of safety, compliance, and infrastructure improvements for the City of Maywood and its residents. A 10% contingency is standard for this type of contract and authorizing the City Manager to execute change orders, if needed, will allow for the project to move forward and continue without interruption.

LEGAL REVIEW:

Staff Report has been reviewed by City Attorney.

FISCAL IMPACT:

There is no fiscal impact associated with this action as the budget was amended at the September 9th, 2020 City Council meeting when the contract was awarded and included the contingency. The total budgeted for this contract is \$1,380,500. No additional amendment is needed at this time.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA 13
ITEM NO. _____

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JAV*

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: RESOLUTION NO. 6152 OF THE CITY OF MAYWOOD CERTIFYING AND DECLARING THE RESULTS OF GENERAL MUNICIPAL ELECTION CONDUCTED ON NOVEMBER 3, 2020

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 6152 declaring the results of the November 3, 2020 General Municipal Election with the attached "Exhibit A" containing the Los Angeles County Registrar-Recorder/County Clerk's Certificate of the Canvass of the Election Returns.

BACKGROUND:

On June 10, 2020, the City Council adopted Resolution No. 6114 calling for and giving notice of the November 3, 2020 General Municipal Election for the election of two members of the City Council, the City Clerk and the City Treasurer. Pursuant to Resolution No. 6115, the City Council took action to request the Los Angeles County Registrar-Recorder to consolidate the City's General Municipal Election with the Statewide General Election as well as render specified election services to the City. Specifically, the Registrar-Recorder was retained to perform all services related to the handling of ballots, including the canvas of ballots.

Notice of the election was given in the manner provided by law and on November 3, 2020, the City's General Municipal Election was held. In accordance with the City's request, the Los Angeles County Election Information and Preparation Division canvassed the returns of the election and has provided their certification of the results, which is attached as Exhibit "A" to the Resolution for adoption by the City Council.

DISCUSSION:

The County has completed the canvass of the results and the appropriate Resolution has been prepared for adoption. On Monday, November 30, 2020, the Los Angeles County provided an Official Canvass Certificate and Official Statement of Votes of the Election Results. Attached Resolution 6152 declares the results of the Election and attached "Exhibit A" contains Los Angeles County Registrar-Recorder's Certificate of Canvass and Statement of Votes Cast.

With respect to the election for two members of the City Council, the number of ballots cast in the precincts, except vote-by-mail ballots and provisional ballots, was 1,686. The number of vote-by-mail ballots and provisional ballots cast in the City was 5,259, making a total of 6,945 ballots cast in the City. The ballot count, however, for the election of the City Clerk and City Treasurer had two additional ballots. Therefore, with respect to the election for the City Clerk and the City Treasurer, the number of ballots cast in the precincts, except vote-by-mail ballots and provisional ballots, was 1,686. The number of vote-by-mail ballots and provisional ballots cast in the City was 5,261, making a total of 6,947 ballots cast in the City.

The names of persons voted for and votes cast for each person at the election for Members of the City Council as well as the City Clerk and City Treasurer are as follows:

City Council

<u>Candidate</u>	<u>Votes Cast</u>
Carlos Alvarez	1,649
Jessica J. Torres	3,751
Frank Garcia	2,020
Carmen Perez	1,846
Ramon Medina	1,309

City Clerk

<u>Candidate</u>	<u>Votes Cast</u>
Flor Aguiluz	4,744
Cesar Flores	1,472

City Treasurer

<u>Candidate</u>	<u>Votes Cast</u>
Gabriela Bernal	1,033
Mary Mariscal	2,972
Maria Villatoro Montes	2,189

Accordingly, the proposed resolution declares and determines that Jessica J. Torres and Frank Garcia were elected as Members of the City Council for the full term of four (4) years; Flor Aguiluz was elected as the City Clerk for the full term of four (4) years; and Mary Mariscal was elected as the City Treasurer for the full term of four (4) years.

The Elections Official is required to enter in the City's records a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) the number of votes given at each precinct to each person; and (4) the total number of votes given to each person.

As required by law, the Elections Official is to make and deliver to each of the persons elected a Certificate of Election signed by the Elections Official/Deputy City Clerk and the Elections Official will also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and will have them subscribe to it and file it in the Office of the City Clerk. Each person elected will then be inducted into their respective office.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S):

Attachment No. 1: Resolution No. 6152

ATTACHMENT NO. 1

RESOLUTION NO. 6152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2020 DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Maywood on Tuesday, November 3, 2020, in conjunction with the Statewide Presidential Election, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed by the Registrar of Voters of Los Angeles County, and that in all respects the election was held and conducted and the votes was cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the elections and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A"

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

Section 1. With respect to the election for Member of the City Council, the whole number of ballots cast in the precincts, except vote-by-mail ballots and provisional ballots, was 1,686. The whole number of vote-by-mail ballots and provisional ballots cast in the City was 5,259, making a total of 6,945 ballots cast in the City for such offices.

Section 2. With respect to the election for the City Clerk and the City Treasurer, the whole number of ballots cast in the precincts, except vote-by-mail ballots and provisional ballots, was 1,686. The whole number of vote-by-mail ballots and provisional ballots cast in the City was 5,261, making a total of 6,947 ballots cast in the City for such offices.

Section 3. That the names of persons voted for in the election for Member of the City Council were as follows:

Carlos Alvarez
Jessica J. Torres
Frank Garcia
Carmen Perez
Ramon Medina

Section 4. That the names of persons voted for at the election of City Clerk were as follows:

Flor Aguiluz
Cesar Flores

Section 5. That the names of persons voted for at the election of City Treasurer were as follows:

Gabriel Bernal
Mary Mariscal
Maria Villatoro Montes

Section 6. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates was as listed in "Exhibit A" attached to this Resolution.

Section 7. The City Council declares and determines that Jessica Torres was elected as Member of the City Council for the full term of four (4) years and Frank Garcia was elected as Member of the City Council for the full term of four (4) years.

Section 8. The City Council declares and determines that Flor Aguiluz was elected as the City Clerk for the full term of four (4) years.

Section 9. The City Council declares and determines that Mary Mariscal was elected as the City Treasurer for the full term of four (4) years.

Section 10. The Elections Official shall enter in the records of the City a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct to each person; and (5) the total number of votes given to each person.

Section 11. The Elections Official shall immediately make and deliver to each of the persons so elected, a Certificate of Election signed by the Elections Official/Deputy City Clerk and authenticated; and the Elections Official shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and will have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected will then be inducted into the respective office to which they have been elected.

Section 12. The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on this 9th day of December, 2020.


Eduardo De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:



Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy City Clerk



Roxanne Diaz, City Attorney

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

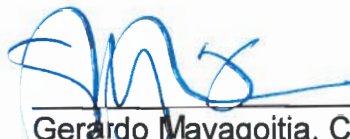
I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. **6152** was duly passed and adopted by the City Council of the City of Maywood, at a adjourned meeting of the City Council held on the 9th of December, 2020 by the following roll call vote, to wit:

AYES: MARQUEZ, LARA, DELARIVA

NOES:

ABSENT:

ABSTAIN:



Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy City Clerk

EXHIBIT A

Los Angeles County, Registrar-Recorder/County Clerk
Official Certificate of the Canvass of the Election Returns and the Final Official Statement of
Votes Cast for the General Municipal Election held on November 3, 2020

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Maywood City

at the General Election, held on the 3rd day of November, 2020.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30th day of November, 2020.



Dean C. Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT		MAYWOOD CITY GENERAL MUNI COUNCILMEMBER									
LOCATION	REGIST- RATION	BALLOTS CAST	CARLOS ALVAREZ	JESSICA TORRES	FRANK GARCIA	CARMEN PEREZ	RAMON MEDINA				
MAYWOOD - 4200001D VOTE BY MAIL	SERIAL 0877	322	73	171	81	93	59				
TOTAL	1980	970	235	550	254	278	180				
MAYWOOD - 4200008B VOTE BY MAIL	SERIAL 0878	324	69	161	94	84	56				
TOTAL	1768	856	210	482	247	189	198				
MAYWOOD - 4200009A VOTE BY MAIL	SERIAL 0879	302	68	150	74	122	48				
TOTAL	1879	993	221	585	319	272	172				
MAYWOOD - 4200010B VOTE BY MAIL	SERIAL 0880	299	64	160	84	89	40				
TOTAL	2027	1096	235	574	339	324	162				
MAYWOOD - 4200012A VOTE BY MAIL	SERIAL 0881	190	59	94	53	36	37				
TOTAL	1107	558	131	332	174	111	103				
MAYWOOD - 4200015A VOTE BY MAIL	SERIAL 0882	249	66	113	72	62	61				
TOTAL	1525	786	218	399	229	186	193				
		1095	284	512	301	248	254				

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCTMAYWOOD CITY GENERAL MUNI
COUNCILMEMBER

LOCATION

REGIST-
RATIONBALLOTS
CAST

PRECINCT TOTAL

VBM TOTAL

GRAND TOTAL

CARLOS
ALVAREZ
JESSICA J
TORRES
FRANK GARCIA
CARMEN PEREZ
RAMON MEDINA

1686

5259

6945

10286

399

1250

1649

849

2902

3751

458

1562

2020

486

1360

1846

301

1008

1309

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

MAYWOOD CITY GENERAL MUNI
CITY CLERK

FLOR AGUILAR
CESAR FLORES

LOCATION

REGIS-
TRATION

BALLOTS
CAST

PRECINCT TOTAL

VBM TOTAL

GRAND TOTAL

1686

5261

6947

1058

3686

4744

367

1105

1472



AGENDA 18
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *Jew*
BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK
SUBJECT: CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCY BOARDS AND COMMITTEES

RECOMMENDATION:

Staff recommends that the City Council review the City Council Appointments list, provide direction to staff regarding any necessary changes for appointments on the list, and approve the City Council Appointments list, as revised by the City Council.

BACKGROUND:

Traditionally, Council Members have been appointed to serve on various government agencies relating to local, regional and state affairs. The City Council appoints a delegate and an alternate to represent the City and attend that agency's meetings. At this time, it is appropriate for the City Council to conduct the review and make appointments as desired. A list of the various agencies is set forth in Attachment 1 to this report. The Council may make appointments to each entity by nomination.

DISCUSSION:

Each December, the City Council traditionally reviews the various designated members on the submitted City Council Appointments list. Historically, the City Council has confirmed the existing memberships through re-appointments or made new appointments.

Additionally, Regulation 18702.5 of the Fair Political Practices Commission (FPPC) also mandate that Form 806 be filed to report additional compensation that officials receive when they are appointed to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. As shown in the attached list of current appointments, there are several entities that compensate their board members. The current Form 806 is available on the City's website.

Following the finalization of the Appointments List, the City is required to post on its website FPPC Form 806, identifying: each appointed position receiving compensation; the salary or stipend for each appointed position; the name of the public official appointed to the position; the name of any public official appointed as an alternate; and, the term of the appointment.

It should be noted that Regulation 18702.5 allows a public official to participate in his or her appointment to paid government positions if the body making the appointment completes and posts the Form 806 on its website. Accordingly, any councilmember who is nominated to serve on any of these entities, may participate in the Council's discussion and vote on that appointment.

FPPC Form 806 will be finalized, formatted, and posted with the names of the City's appointees and alternates, following Council action. A draft Form 806 is attached for Council review.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS

Attachment No.1 – Current Appointment List

Attachment No. 2 – FPPC Form 806

ATTACHMENT NO. 1

**CITY OF MAYWOOD
CITY COUNCIL APPOINTMENTS TO BOARDS/COMMITTEES
AS OF JANUARY 8, 2020**

Committee	Delegate	Alternate	Date/Time	Stipend/ Voluntary
California Contract Cities Board of Directors 17315 Studebaker Road #210 Cerritos, CA 90703 (562) 622-5533 staff@contractcities.org	Heber Marquez	Ricardo Lara	3 rd Wednesday of the month 6:00 p.m.	Voluntary
Eco-Rapid Transit Board of Directors 16401 Paramount Blvd. Paramount, CA 90273 (562) 663-6850	Alondra Olmos		2 nd Wednesday of the month 6:00 p.m.	Stipend \$100
Gateway Cities Council of Governments 16401 Paramount Boulevard Paramount, CA 90723 (562) 663-6850	Heber Marquez	Ricardo Lara	1 st Wednesday of the month 6:00 p.m.	Stipend \$125
Greater LA County Vector Control District (GLACVCD) 12545 Florence Avenue Santa Fe, CA 90670 (562) 944-9656 kmiddleton@glacvcd.org	Ricardo Lara		2 nd Thursday of the month 6:00 p.m.	Stipend \$100
HUB Cities Board of Directors 2677 Zoe Avenue Huntington Park, A 90255 323-586-4700	Eddie De La Riva	Ramon Medina	3 rd Thursday of the month 5:30 p.m.	Stipend \$200
League of California Cities; Los Angeles Division 700 N. Alameda, Los Angeles, CA 90012 (626) 716-0076 kguerrero@cacities.org	Ricardo Lara	Eddie De La Riva	1 st Thursday of the month 6:00 p.m.	Voluntary
Sanitation Districts of LA County 1955 Workman Mill Road District 2 Whittier, CA 90607 (562) 908-4288 x 1500 RAsperin@lacsdsd.org	Eddie De La Riva	Ramon Medina	2 nd Wednesday of the month 1:30 p.m.	Stipend \$125

ATTACHMENT NO. 2

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name			California Form 806
Division, Department, or Region <i>(If Applicable)</i>			For Official Use Only
Designated Agency Contact <i>(Name, Title)</i>			
Area Code/Phone Number	E-mail	Page ____ of ____	Date Posted: <i>(Month, Day, Year)</i>

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ ____/____/____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ ____/____/____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ ____/____/____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ ____/____/____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ <i>Other</i>

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Signature of Agency Head or Designee

Print Name

Title

(Month, Day, Year)

Comment:_____

Agency Report of: Public Official Appointments

California
Form **806**

A Public Document

Background

This form is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

This form is required pursuant to FPPC Regulation 18702.5. Each agency must post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

Instructions

This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional compensation to the appointee.

FPPC Regulation 18702.5 provides that as long as the public is informed prior to a vote, an official may vote to hold another position even when the vote results in additional compensation.

Part 1. Agency Identification

Identify the agency name and information on who should be contacted for information.

Part 2. Appointments

Identify the name of the other agency, board or commission. List the name of the official, and an alternate, if any.

List the appointment date and the length of term the agency official will serve. Disclose the stipend provided per meeting and the estimated annual payment. The annual salary is an estimate as it will likely vary depending upon the number of meetings. It is not necessary to revise the estimate at the end of the calendar year.

Part 3. Verification

The agency head or his/her designee must sign the verification.

Frequently Asked Questions (FAQs)

1. When does an agency need to complete the Form 806?

A Form 806 is required when an agency's board members vote to appoint a board member to serve on another governmental agency or position of the agency of which the official is a member and will receive additional compensation.

2. The city council votes to serve as the city's housing authority, a separate entity. Will the Form 806 be required?

If the council members receive additional compensation for serving on the housing authority, the Form 806 is required.

3. Are appointments made by a governing board to appoint one of its members to serve as an officer of that board for additional pay (e.g., mayor) required to be disclosed on Form 806?

No. FPPC Regulation 18702.5(b)(6) exempts from this requirement decisions to fill a position on the body of which the official is a member (such as a councilmember being appointed as mayor) despite an increase in compensation.

4. In determining the income, must the agency include mileage reimbursements, travel payments, health benefits, and other compensation?

No. FPPC Regulation 18702.5 requires only the amount of the stipend or salary to be reported.

5. Which agency must post the Form 806?

The agency that is voting to appoint a public official must post the Form 806 on its website. The agency that the official will serve as a member is not required to post the Form 806. The form is not sent to the FPPC.

6. When must the Form 806 be updated?

The Form 806 should be amended promptly upon any of the following circumstances: (1) the number of scheduled meetings is changed, (2) there is a change in the compensation paid to the members, (3) there is a change in membership on the board or commission, or (4) there is a new appointment to a new agency.

7. If officials choose to recuse themselves from the decision and leave the room when a vote is taken to make an appointment, must the Form 806 be completed?

No. The Form 806 is only required to identify those officials that will vote on an appointment in which the official will also receive additional compensation.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel, Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811.



AGENDA 19
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: DISCUSSION AND POSSIBLE ACTION ON RESOLUTION REGARDING LOCAL CAMPAIGN CONTRIBUTION LIMITS IN LIEU OF DEFAULT LIMITS ESTABLISHED BY STATUTE AS SET FORTH IN ASSEMBLY BILL 571

RECOMMENDATION

Staff recommends that the City Council discuss whether to (1) allow the State campaign contribution limit of \$4,700 per election to be in effect in Maywood, as provided by Government Code Section 85301; or (2) adopt a Maywood campaign contribution limit that may be higher or lower than the \$4,700 State campaign contribution limit. If the latter, the City Council shall determine the amount and adopt the attached Resolution.

BACKGROUND

Under existing law, the Government Code only provides campaign contribution limits for candidates for elective state office, statewide elected office, and Governor. Although counties and cities had the ability to limit campaign contributions by ordinance or resolution, neither the Elections Code nor the Government Code established a statutory limitation. AB 571 will amend a number of Government Code sections to establish default campaign contribution limits for county and city offices, unless a county or city has established a local campaign contribution limit. AB 571 was approved by the Governor

on October 8, 2019 and becomes effective January 1, 2021. The current state limit on contributions from an individual per calendar year is \$4,700. This amount is subject to change by the Fair Political Practices Commission in 2021.

DISCUSSION

In lieu of the statutory default campaign contribution limits (i.e. \$4,700), Government Code section 85702.5 allows a city to impose a limit on contributions to a candidate for elective city office that is different from the limit set forth in the Government Code. This local campaign contribution limit may be higher or lower than the statutory default limit. A city may do this by ordinance, resolution or initiative measure. A city that establishes a local campaign contribution limit may adopt enforcement standards for a violation of that limit, which may include administrative, civil or criminal penalties. The Fair Political Practices Commission ("FPPC") will not administer or enforce a city established campaign contribution limit.

Although this section will not become operative until January 1, 2021, a city campaign contribution limit that is in effect on the operative date will be deemed a limit imposed under Government Code section 85702.5. This is relevant because the revisions to the Government Code sections described below will not be applicable to cities that have established a local campaign contribution limit pursuant to Government Code section 85702.5.

Therefore, beginning January 1, 2021, for those cities that do not have a local campaign contribution limit (such as the City of Maywood) a person cannot contribute, and a candidate for elective county or city office may not accept, a contribution totaling more than the limit set forth for candidates for statewide elective office (State Senate and Assembly) and which is \$4,700 per election as stated above. Additionally, the following regulations will apply. A candidate for elective county or city office:

- Shall not make a contribution to another candidate for elective state, county or city office in excess of the statutory campaign contribution limits.
- May transfer campaign funds from one controlled committee to a controlled committee of the same candidate; however, contributions must be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these contributions will be aggregated with any other contribution from that contributor and cannot exceed the campaign contribution limit.
- Shall not personally loan their campaign an amount exceeding \$100,000, and shall not charge interest on such a loan.

- May accept campaign contributions to oppose the qualification of a recall measure or any recall election, without regard for the statutory campaign contribution limits.
- May accept a campaign contribution after the date of the election, only to the extent that the contribution does not exceed the net debts outstanding from the election, and does not otherwise exceed the contribution limit for that election.
- May carry over contributions raised for one election to pay for expenditures incurred in a subsequent election for the same office.
- May raise contributions for a general election before the primary election and for a special general election before a special primary election for the same office if the candidate sets aside those contributions and uses them for the general election or special general election. If the candidate for elective county or city office is defeated or withdraws in the primary or special primary, then they must refund those funds to the contributors on a pro rata basis, less expenses associated with the general election or special general election.

In light of the above, there are two options available to the City Council as follows:

Option 1- Keep the Status Quo and Take No Action. Under this scenario as of January 1, 2021, the statewide campaign contribution restriction shall be imposed by default, on those running for elective City office. The FPPC will take responsibility for enforcing the restriction. The restrictions delineated above will also apply.

Option 2- City Sets its Own Campaign Contribution Limits. The City can set its own campaign contribution limit--higher or lower. The City will need to determine enforcement. AB 571 does not permit the FPPC jurisdiction to enforce locally established campaign contribution limitations. If the Council decides to set its own limits, a Resolution has been provided with the amount to be determined by the City Council.

LEGAL REVIEW

The City Attorney has drafted this report.

FISCAL IMPACT

There is no fiscal impact except if the City decides to adopt its own campaign contribution ordinance, the City is responsible for enforcement.

ATTACHMENT

Attachment No. 1 – Draft Resolution

ATTACHMENT NO. 1

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD ESTABLISHING A LIMIT ON CAMPAIGN
CONTRIBUTIONS TO CANDIDATES FOR ELECTIVE
OFFICE IN THE CITY OF MAYWOOD**

Section 1. Campaign Contribution Limitation.

A. Pursuant to the authority of Government Code Section 85702.5, a person shall not make to a candidate for City Council, City Clerk or City Treasurer, and a candidate for City Council, City Clerk or City Treasurer shall not accept from a person, a contribution totaling more than _____ (\$_____.00) per election, as that amount is adjusted every two (2) years by the Fair Political Practices Commission pursuant to Government Code Section 83124 and Section 18545(a)(1) of the Fair Political Practices Commission Regulations. The provisions of this section do not apply to a candidate's contributions of the candidate's personal funds to the candidate's own campaign. The terms used in this Section shall have the same meaning as those terms are used in the Political Reform Act of 1974, Title 9 of the Government Code, Section 81000 et seq.

B. A candidate for City Council, City Clerk or City Treasurer:

1. Shall not make a contribution to another candidate for elective office in the City of Maywood in excess of the campaign contribution limits set forth in this Section.

2. May transfer campaign funds from one controlled committee to a controlled committee of the same candidate; however, contributions must be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these contributions will be aggregated with any other contribution from that contributor and cannot exceed the campaign contribution limit set forth in this Section.

3. Shall not personally loan their campaign an amount exceeding \$100,000, and shall not charge interest on such a loan.

4. May accept campaign contributions to oppose the qualification of a recall measure or any recall election, without regard for the campaign contribution limits set forth in this Section.

5. May accept a campaign contribution after the date of the election, only to the extent that the contribution does not exceed the net debts outstanding from the election, and does not otherwise exceed the contribution limit for that election set forth in this Section.

6. May carry over contributions raised for one election to pay for expenditures incurred in a subsequent election for the same office.

7. May raise contributions for a general election before the primary election and for a special general election before a special primary election for the same office if the candidate sets aside those contributions and uses them for the general election or special general election. If the candidate for elective City office is defeated or withdraws in the primary or special primary, then they must refund those funds to the contributors on a pro rata basis, less expenses associated with the general election or special general election.

C. The provisions of this Resolution may be enforced through the criminal and civil penalties set forth in Maywood Municipal Code. The City Attorney is authorized to bring such civil actions in law or equity as may be required to enforce the provisions of this Section.

Section 2. If any section or provision of this Resolution is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Resolution shall remain valid. The City Council hereby declares that it would have adopted this Resolution, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

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 9th day of December, 2020

Mayor

ATTEST:

Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

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

I, Flor Aguiluz, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. _____ was duly passed and adopted by the City Council of the City of Maywood at a regular meeting held on the 9th day of December 2020 by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Flor Aguiluz, City Clerk

AGENDA REPORT
CITY OF MAYWOOD



AGENDA **20**
ITEM NO. _____

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JW*

BY: JAMES R. TROYER, INTERIM DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CITY COUNCIL AUTHORIZATION FOR STAFF TO PREPARE AN ORDINANCE REGULATING THE OPERATION OF FOOD TRUCKS.

RECOMMENDATION:

It is recommended that the City Council direct staff to draft a municipal code amendment to address the operation of "Food Trucks".

BACKGROUND:

Occasionally the city receives complaints about the operation of "food trucks". Such complaints include the impacts of food trucks being parked in the public right of way which may create traffic, pedestrian safety issues and loitering if food trucks are operating late in the evening.

DISCUSSION:

Many cities in California have adopted specific regulations to address the impacts of these vehicles. The City of Maywood has no such regulations and therefore the only enforcement remedy the city has against these vehicles is proof of a business license. Therefore, it is recommended that the City Council direct staff to research ordinances from surrounding cities and prepare a "Food Truck" ordinance to be reviewed by the Planning Commission and City Council at a future meeting.

The resulting ordinance will address the operation of food trucks parked in the public right of way, private property and regulate the establishment of "Food Truck" events where multiple food trucks congregate on one property to serve food to the public.

LEGAL REVIEW:

The Staff Report has been reviewed by City Attorney.

FISCAL IMPACT:

The resulting ordinance will include fees to defer city costs of regulating food trucks so as not to impact the General Fund.



AGENDA 21
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*

BY: HRANT MANUELIAN, FINANCE DIRECTOR

RE: APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, DESIGNATING THE NEWLY ELECTED CITY TREASURER AS BANK SIGNATORY AND REMOVAL OF PRIOR CITY TREASURER FROM BANK SIGNATORY

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 6155 designating the newly elected City Treasurer as bank signatory and removing the prior City Treasurer.

BACKGROUND

Banking institutions require resolutions approved by governing bodies, to make changes to position titles and personnel authorized to sign on City checking and investment accounts.

Section 3-2.06 of the Maywood Municipal Code provides that the Director of Finance shall draw a warrant or warrants upon the City Treasury, specifying the purpose for which the same are drawn and the fund out of which they shall be paid. Such warrant or warrants (i.e. checks) shall be signed by the City Treasurer and the Mayor or the Director of Finance. Either the Mayor or Director of Finance signatures are required by the provisions of the Municipal Code to be a manual signature. The signature of the City Treasurer may be an electronic signature.

DISCUSSION

The City election held on November 3rd, 2020 resulted in a newly elected City Treasurer, Mary Mariscal. Accordingly, the proposed attached resolution designates Mary Mariscal as the bank signatory and removes the prior City Treasurer Gloria Viramontes as an authorized signatory for all bank and investment accounts.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

None

ATTACHMENT(S)

Attachment No. 1 – Resolution No. 6155

ATTACHMENT NO. 1

RESOLUTION NO. 6155

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD,
CALIFORNIA, AUTHORIZING THE REMOVAL OF THE PREVIOUS CITY
TREASURER AS SIGNER FOR CITY'S CHECKING, MONEY MARKET AND
SAVINGS ACCOUNTS WITH U.S. BANK AND ADDING THE NEWLY
ELECTED CITY TREASURER MARY MARISCAL AS AN AUTHORIZED
SIGNER**

WHEREAS, U.S. Bank requires City Council approval to remove a signer from the City's bank accounts;

WHEREAS, U.S. Bank requires City Council approval to add a new signer to the City's bank accounts:

WHEREAS, City of Maywood residents elected Mary Mariscal as City Treasurer on November 3, 2020 and she subsequently took office on December 9, 2020 after the election results were certified and declared; and

WHEREAS, the previous City Treasurer, Gloria Viramontes, shall be removed as signer from all accounts and the newly elected City Treasurer, Mary Mariscal, shall be added as an authorized signer on all accounts. The City Finance Director, Hrant Manuelian, shall remain as a co-signer.

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

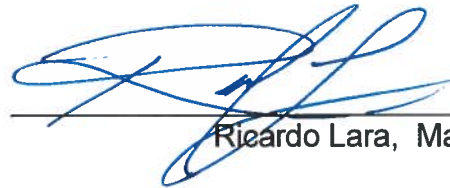
Section 1. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

Section 2. Mary Mariscal, is the elected City Treasurer and as such is an authorized signatory on all City bank accounts including checking and investment accounts.

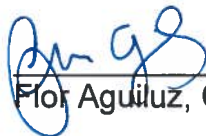
Section 3. Gloria Viramontes shall be removed as an authorized signatory on all City bank accounts including checking and investment accounts.

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

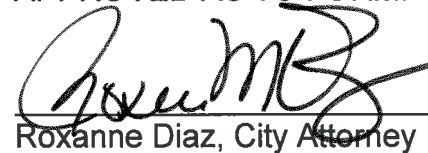
PASSED, APPROVED AND ADOPTED this 9th day of December 2020.


Ricardo Lara, Mayor

ATTEST:


Flor Aguiluz, City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

I, Flor Aguiluz, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6155 was adopted at a regular meeting of the City Council of the City of Maywood held on the 9th day of December, 2020 by the following vote:

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

NOES:

ABSTAIN:

ABSENT:


Flor Aguiluz, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA 22
ITEM NO. _____

DATE: DECEMBER 9, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JEV*

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE SALE OF OLD CITY OF MAYWOOD STREET NAME SIGNS

RECOMMENDATION:

1. Authorize staff to sell old street name signs to residents in the current as-is condition on a first come first serve basis for an amount to be decided upon by city council.
2. Authorize the Finance Director to designate revenues generated from the sale of the old street name signs the Gas Tax Special Revenue Fund.

BACKGROUND:

On June 24, 2020, the City Council approved a contract to Sterndahl Enterprises Inc. to replace citywide street name signs. It was planned that the old overhead signs will be disposed of or recycled by the contractor. However, the residential post mounted signs can be removed and stored at the city corporate maintenance yard. The old signs are made of steel, are non-compliant and are not reusable.

DISCUSSION:

City staff conducted a survey of a few nearby surrounding cities as to how those cities disposed of their street signs. It was found that most of the cities surveyed, disposed of their old signs by means of recycling and/or selling of the signs to residents. Because of the interest in the old signs from residents and others, staff recommends that the signs be sold to interested parties on a first come first serve basis in the amount decided on by the city council. The buyer of the sign can pay for the sign(s) at the cashier station in city hall. The sign buyer can then present the receipt to the city

corporate yard for sign pick up. Revenues generated from these sign sales will be designated to the Gas Tax Special Revenue Fund, since these signs were originally purchased with Gas Tax funds. Staff plans to promote the sale of the old city street name signs via the City's website and social media outlets, and at any upcoming city events. Any remaining unsold signs will be recycled by the end of the fiscal year.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Revenue generated will go to the Gas Tax Special revenue fund. There are no expenses associated with the sale of the signs.

ATTACHMENT(S):

Attachment No. 1 – Photo of old City of Maywood street name sign.

Attachment No. 2 – Street Name Sign Disposal Survey

ATTACHMENT NO. 1

STREET NAME SIGN DISPOSAL SURVEY

1. **City of Bell** – The street name signs are sold.
2. **City of Bell Gardens** – The street name signs are recycled and sold.
3. **City of Bellflower** – The street name signs are recycled.
4. **City of Downey** – The street name signs are sold.
5. **City of El Monte** – The street name signs are sold.
6. **City of Lynwood** - The street name signs are recycled.
7. **City of Pico Rivera** – The street name signs are recycled.
8. **City of Santa Fe Springs** - The street name signs are recycled.
9. **City of Whittier** – The street name signs are sold.

ATTACHMENT NO. 2

PHOTOS OF OLD CITY OF MAYWOOD STREET NAME SIGNS

