



**AGENDA**  
**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

**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 October 28, 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: 889 2666 7997 Passcode: 417713

OR

Please click the link below to join the webinar:

Please click this URL to join.

<https://us02web.zoom.us/j/88926667997?pwd=REVJZXJDZU1K0dZUnBZWElmbW8xUT09>

Passcode: 417713

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](mailto: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 1:30 p.m.; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714 by 1:30 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:

Join by phone 1-669-900-6833 Enter Meeting ID: 889 2666 7997 Passcode: 417713

Please click the link below to join the webinar:

Please click this URL to join.

<https://us02web.zoom.us/j/88926667997?pwd=REVJZXJDZU1K0dZUnBZWElmbW8xUT09>

Passcode: 417713

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.

#### **VI. PRESENTATIONS**

Sheriff Report – Deputy Trejo Monthly Update

Recognition of Halloween Home Decoration Participants

#### **VII. PUBLIC HEARING**

Public Hearing regarding consideration and adoption of a Resolution adopting fees for Sidewalk Vending Permits.

## 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.
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.
3. Monthly Cash and Investment Report to Council.
4. Approval of an amendment to the Professional Services Agreement with Willdan for Code Enforcement Services and appropriation of \$60,000.

## IX. DISCUSSION/ACTION ITEMS

## X. CLOSED SESSION

## XI. 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:

Join by phone 1-669-900-6833 Enter Meeting ID: 889 2666 7997 Passcode: 417713

Please click the link below to join the webinar:

Please click this URL to join.

<https://us02web.zoom.us/j/88926667997?pwd=REVJZXJDZDZlK0dZUnBZWElmbW8xUT09>

Passcode: 417713

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.

## XII. ADJOURNMENT - The next Adjourned Meeting of the Maywood City Council is November 25, 2020 at 5:00 p.m.

---

### PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I,  \_\_\_\_\_, Gerardo Mayagoitia, City Clerk or Guillermo Padilla 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.



## AGENDA REPORT

CITY OF MAYWOOD

Public Hearing  
AGENDA 1  
ITEM NO. \_\_\_\_\_

---

**DATE:** OCTOBER 28, 2020

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**BY:** JAMES R. TROYER, INTERIM COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT:** PUBLIC HEARING REGARDING CONSIDERATION AND ADOPTION OF A RESOLUTION ADOPTING FEES FOR SIDEWALK VENDING PERMITS

---

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 6149 setting application and renewal permit fees for the recently approved sidewalk vending program.

### BACKGROUND:

At its September 23<sup>rd</sup> 2020 meeting the City Council conducted a second reading of Ordinance No. 20-07 adding a new Chapter 14 to the City of Maywood Municipal Code for a citywide Sidewalk Vending Program. The staff follow up to this item is recommending cost recovery fees to the City Council for the program.

### DISCUSSION:

The City Council approved the Sidewalk Vending Program in compliance with Senate Bill 946 (SB 946) the "Safe Sidewalk Vending Act". The last issue before staff begins the program is the adoption of fees for both the vending permits and subsequent renewal permit by the City Council. Staff has estimated time and materials for both the issuance and renewals of sidewalk vending permits. Staff also reviewed fees for permits similar in nature to sidewalk vending. Similar fees include a charge of \$200 for itinerant vendors who often sell food items like sidewalk vendors, and temporary use permits for which the city charges \$194.

Therefore, staff recommends to the City Council that the fee for sidewalk vending permits be established at \$200 for their initial issuance and \$50 for subsequent

renewals. Permits are valid for 1 year after issuance. Based on the estimated time for Staff to process the permits, Staff believes the recommended fees will adequately cover the administrative costs of the program and will not be cost prohibitive to the sidewalk vendor. Enforcement fees are already established under the city's administrative citation fee schedule.

**LEGAL REVIEW:**

The City Attorney has reviewed this report.

**FISCAL IMPACT:**

The proposed fees and existing citation fees should provide full cost recovery for the program and not impact the general fund.

**ATTACHMENT(S)**

Attachment No. 1 – Resolution No. 6149

# **ATTACHMENT NO. 1**

## **RESOLUTION NO. 6149**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ESTABLISHING FEES FOR SIDEWALK VENDING PERMITS**

**WHEREAS**, at its September 23, 2020 meeting the City Council adopted Ordinance No. 20-07 adding a new Chapter to the Maywood Municipal Code to create a Sidewalk Vending Program pursuant to Senate Bill 946 also known as the “Safe Sidewalk Vending Act”, and

**WHEREAS**, it is necessary to adopt a new application fee for the review and processing of a sidewalk vending permit and a sidewalk vending renewal permit to aid in recovering costs incurred by the City in processing the applications for such permits; and

**WHEREAS**, staff has prepared an analysis to determine the City’s costs of providing services for which the sidewalk vending permit fee is charged; and

**WHEREAS**, California Government Code Section 66000 et seq. authorizes the City to adopt fees for municipal services, provided such fees do not exceed the estimated reasonable cost to the City for providing the services; and

**WHEREAS**, on October 28, 2020, the City Council conducted a duly noticed public hearing as required by Government Code Section 66018 regarding the adoption of the proposed sidewalk vending permit application fees.

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

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

**Section 2.** The City Council hereby finds that the sidewalk vending permit application fees do not exceed the cost to the City for providing the services to which the fee applies.

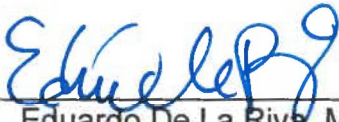
**Section 3.** The City Council hereby establishes the fee for sidewalk vending permit application at \$200 and the renewal application of those same permits at \$50.

**Section 4.** The City Council hereby authorizes and directs staff to incorporate these fees in the city’s fee schedule.

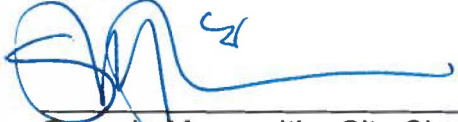
**Section 5.** This Resolution shall be effective immediately upon its passage and approval.

**Section 6.** 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 28th day of October, 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. 6149 was adopted at a regular meeting of the City Council of the City of Maywood held on the 28th day of October 2020 by the following vote:

AYES: MARQUEZ, ALVAREZ, MEDINA LARA, DE LA RIVA

NOES:

ABSTAINED:

ABSENT:

  
Gerardo Mayagoitia, City Clerk  
*Shirley Quinones, Deputy City Clerk*



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

**WEDNESDAY, OCTOBER 14, 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 (Present)

**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 (Present)

**Staff Present:**

Hrant Manuelian, Director of Finance

James Troyer, Director of Building and Planning

Guillermo Padilla, Deputy City Clerk

Shirley Quinones, Deputy City Clerk

Abel Hernandez, Public Works Coordinator

Edith Carrillo, Administrative Analyst

Gisselle Delgado, Community Services Liaison

**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/82111460941?pwd=SGtoc2dvNTIPS1dLcWVLS1MvT2Q2QT09>

Teleconference: 1-669-900-6833  
Zoom Meeting Access Code: 821 1146 0941 Passcode: 939663

Comments may have been submitted via e-mail to [shirley.quinones@cityofmaywood.org](mailto: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)**

The following spoke on Agenda Items:

- 1) Gerardo Mayagoitia (Submitted by teleconference)
- 2) ET Snell (Submitted by teleconference)
- 3) Veronica Guardado (Submitted by teleconference)
- 4) Maria Iniguez (Submitted by teleconference)
- 5) Andres Gonzales (Submitted by teleconference)

**VI. PRESENTATIONS**

None

**VII. PUBLIC HEARING**

None

**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 09/23/2020 Adjourned City Council Meeting. **Motion to approve Adjourned Meeting Minutes by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
2. Resolution 6146 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 No. 6146 by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
3. Revenue Report from July – September 2020. **Motion to Receive and File Revenue Report from July – September 2020 by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
4. Consideration of approving the Community Benefit Fund Application from Heliotrope Avenue Elementary School in the amount of \$3,000.00. **Motion to approve Community Benefit Fund application from Heliotrope Avenue Elementary School in the**

amount of \$3,000 for the purpose of developing an accessible school website by Medina. Second by Marquez. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES

5. Request and Approval of a 10% contingency for the Citywide Street Name Sign Replacement Project. **Motion to approve the 10% contingency for the Citywide Street Name Sign Replacement Project by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES**

**IX. DISCUSSION/ACTION ITEMS**

6. Consideration of Approving Resolution No. 6147 of the City Council of the City of Maywood Approving Participation in the Los Angeles Urban County Permanent Local Housing Allocation Program by Authorizing the Mayor to execute the Contract for funding. **Motion to adopt Resolution No. 6147 by Lara. Second by Mayor De La Riva. Marquez, Alvarez, Medina Lara, De La Riva. PASSES**
7. Discussion and Direction regarding the reopening of park playgrounds following the release of the State and County opening protocols. **Park Playgrounds will remain closed.**

**X. CLOSED SESSION**

None

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

The following spoke on Agenda Items:

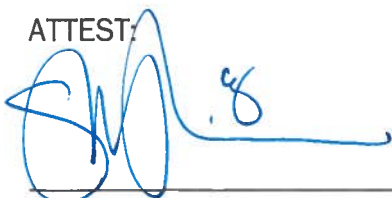
- 1) James Freeman (Submitted by email)
- 2) Kristina Cordova (Submitted by teleconference)
- 3) Rick Ramirez (Submitted by teleconference)
- 4) Krystle Cikos (Submitted by teleconference)
- 5) Gerardo Mayagoitia (Submitted by teleconference)
- 6) Veronica Guardado (Submitted by teleconference)
- 7) Andres Gonzales (Submitted by teleconference)
- 8) Mary Mariscal (Submitted by teleconference)

- XII. ADJOURNMENT** – Meeting adjourned in the honor and memory of Agustin De La Riva at approximately 6:14 p.m. on October 14, 2020 to October 28, 2020 at 5:00 p.m. for the adjourned meeting of the 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. 6148

### 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 \$562,607.33 are hereby ratified:

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

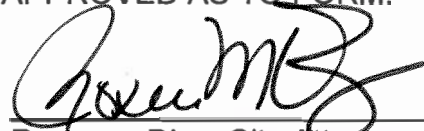
**PASSED, APPROVED AND ADOPTED THIS 28<sup>th</sup> day of October, 2020.**

  
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

)  
)  
)

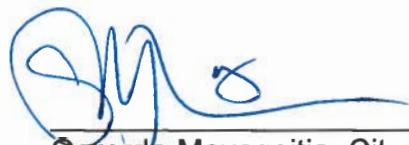
I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6148 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 28<sup>th</sup> of October, 2020 by the following roll call vote, to wit:

AYES: MARQUEZ, ALAVAREZ, MEDINA, 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, October 28, 2020

| Accounts Payable                                                          |    | Amount     |
|---------------------------------------------------------------------------|----|------------|
| Accounts Payable prepaid warrants for payment: Checks No. 087608 - 087619 | \$ | 13,277.29  |
| Accounts Payable regular warrants for payment: Checks No. 087620 - 087647 | \$ | 535,368.66 |
| Sub-total                                                                 | \$ | 548,645.95 |
|                                                                           |    |            |
| Wire Transfers/ACH Transactions                                           |    |            |
| 10/09/20 State Compensation Insurance - 2019 Final Audit Statement        | \$ | 5,889.08   |
| 10/15/20 US Bank Analysis Service Charge                                  | \$ | 901.59     |
| 10/16/20 CalPERS Employer Contribution - Pay Period 9/27/2020-10/10/2020  | \$ | 7,170.71   |
| Sub-total                                                                 | \$ | 13,961.38  |
|                                                                           |    |            |
| Total Demands                                                             | \$ | 562,607.33 |

**City of Maywood**  
**Detail Warrants for Payment**  
**Warrants No. 087608 to 087647**

Exhibit B

| Check No. | Prepays | Date       | Vendor Name                         | Check Amt | Transaction Description                                                                            |
|-----------|---------|------------|-------------------------------------|-----------|----------------------------------------------------------------------------------------------------|
| 087608    | P       | 10/21/2020 | AT&T                                | 399.00    | MTA Line 09/10/2020 - 10/09/2020                                                                   |
| 087609    | P       | 10/21/2020 | AT & T Long Distance                | 46.05     | Elevator Emergency Line September 2020                                                             |
| 087610    | P       | 10/21/2020 | CoreLogic Solutions, LLC.           | 150.00    | Property Finder October 2020                                                                       |
| 087611    | P       | 10/21/2020 | Dewey Pest Control                  | 97.00     | October 2020 Pest Control City Hall                                                                |
| 087612    | P       | 10/21/2020 | Maywood Car Wash                    | 559.06    | Carwash/Gas September 2020                                                                         |
| 087613    | P       | 10/21/2020 | QDoxs                               | 63.51     | Copier Base Charge 10-01-2020 - 10-31-2020                                                         |
| 087614    | P       | 10/21/2020 | Southern California Edison          | 10,557.47 | Various Locations 8-25-2020 to 10-01-2020                                                          |
| 087615    | P       | 10/21/2020 | Sparkletts Drinking Water           | 119.88    | City Hall Office Water                                                                             |
| 087616    | P       | 10/21/2020 | The Gas Company                     | 57.07     | Various Locations (09-03-2020 - 10-06-2020)                                                        |
| 087617    | P       | 10/21/2020 | Time Warner Cable                   | 618.90    | Internet & Phone Service: October 2020                                                             |
| 087618    | P       | 10/21/2020 | Wells Lock & Key                    | 250.00    | Service Call for City Hall- Police Dept                                                            |
| 087619    | P       | 10/21/2020 | Xerox                               | 359.35    | September 2020 Base Charge and Printing Fee                                                        |
| 087620    |         | 10/21/2020 | ABM Building Solutions, LLC         | 1,409.47  | HVAC repairs various locations                                                                     |
| 087621    |         | 10/21/2020 | Alondra Olmos                       | 130.00    | Planning Commission Meeting Stipend (June/July 2020)                                               |
| 087622    |         | 10/21/2020 | Area E Disaster Management BRD      | 2,822.00  | Membership Disaster Area E of LA County (JPA) FY 2020-2021                                         |
| 087623    |         | 10/21/2020 | Bremer, Whyte, Brown & O'Meara, LLP | 112.50    | Legal Services -September 2020                                                                     |
| 087624    |         | 10/21/2020 | Carmen Perez                        | 130.00    | Planning Commission Meeting Stipend (June/July 2020)                                               |
| 087625    |         | 10/21/2020 | Colantuono, Highsmith & Whatley, PC | 66.07     | Legal Services: SCE Coalition September 2020                                                       |
| 087626    |         | 10/21/2020 | Crosstown Electrical & Data, Inc.   | 2,437.05  | Various Locations service and repairs                                                              |
| 087627    |         | 10/21/2020 | Daily Journal Corporation           | 3,198.00  | Publication of Official Notices                                                                    |
| 087628    |         | 10/21/2020 | G4S Secure Solutions                | 2,688.00  | Security Services 9-82-2020 to 10-4-2020                                                           |
| 087629    |         | 10/21/2020 | George Hill Company                 | 1,654.40  | City Claims/ Adjuster September 2020                                                               |
| 087630    |         | 10/21/2020 | Hinderliter, de Llamas & Associates | 6,625.00  | Cannabis Management Program September 2020                                                         |
| 087631    |         | 10/21/2020 | Interwest Consulting Group          | 31,680.50 | City Engineering Services: August and September 2020<br>Monthly IT fee for services September 2020 |

**City of Maywood**  
**Detail Warrants for Payment**  
**Warrants No. 087608 to 087647**

| Check No.     | Prepays | Date       | Vendor Name                            | Check Amt           | Transaction Description                                  |
|---------------|---------|------------|----------------------------------------|---------------------|----------------------------------------------------------|
| 087632        |         | 10/21/2020 | J & S Striping Company, Inc.           | 25,077.00           | Street Striping 9-24-2020 to 9-29-2020                   |
| 087633        |         | 10/21/2020 | Jessica Torres                         | 130.00              | Planning Commission Meeting Stipend (June/July 2020)     |
| 087634        |         | 10/21/2020 | L.B. Johnson Hardware Co.              | 390.34              | Public Works Supplies                                    |
| 087635        |         | 10/21/2020 | LGP Equipment Rentals                  | 187.24              | Gas Paint Striper Rental Public Works                    |
| 087636        |         | 10/21/2020 | Metropolitan Transportation Commission | 1,750.00            | Annual Subscription StreetSaver 10-31-2020 - 10-31-2021  |
| 087637        |         | 10/21/2020 | Municipal Code Corporation             | 900.00              | Online Code Hosting 10-1-2020 to 9-30-2021               |
| 087638        |         | 10/21/2020 | Municipal Waste Solutions              | 1,377.50            | September Waste and Recycling Consulting                 |
| 087639        |         | 10/21/2020 | National Plant Services, Inc.          | 1,200.00            | CCTV 8 Sewer at Heliotrope Ave.                          |
| 087640        |         | 10/21/2020 | North Star Landcare                    | 265.00              | Palm Pick up on Slauson North of Riverfront Park         |
| 087641        |         | 10/21/2020 | Phoenix Group Information Systems      | 12,242.91           | September 2020 Citation Processing FTB Intercept letters |
| 087642        |         | 10/21/2020 | Raul Rodriguez                         | 130.00              | Planning Commission Meeting Stipend (June/July 2020)     |
| 087643        |         | 10/21/2020 | Reyna Mendez                           | 130.00              | Planning Commission Meeting Stipend (June/July 2020)     |
| 087644        |         | 10/21/2020 | Richards, Watson & Gershon             | 13,278.47           | Legal Services - General September 2020                  |
| 087645        |         | 10/21/2020 | Sheriff's Department                   | 422,732.37          | Public Safety Services - August 2020                     |
| 087646        |         | 10/21/2020 | Staples Business Advantage             | 1,903.97            | Office Supplies                                          |
| 087647        |         | 10/21/2020 | Trench Plate Rental Co.                | 720.87              | K-Rail Rental at Riverfront Park                         |
| <b>TOTAL:</b> |         |            |                                        | <b>\$548,645.95</b> |                                                          |

City of Maywood  
Summary Warrants for Payment and Wire Transfers/ACH Transactions  
Council Meeting Date  
Wednesday, October 28, 2020

| Accounts Payable                                                          |    | Amount     |
|---------------------------------------------------------------------------|----|------------|
| Accounts Payable prepaid warrants for payment: Checks No. 087608 - 087619 | \$ | 13,277.29  |
| Accounts Payable regular warrants for payment: Checks No. 087620 - 087647 | \$ | 535,368.66 |
| Sub-total                                                                 | \$ | 548,645.95 |
| Wire Transfers/ACH Transactions                                           |    |            |
| 10/09/20 State Compensation Insurance - 2019 Final Audit Statement        | \$ | 5,889.08   |
| 10/15/20 US Bank Analysis Service Charge                                  | \$ | 901.59     |
| 10/16/20 CalPERS Employer Contribution - Pay Period 9/27/2020-10/10/2020  | \$ | 7,170.71   |
| Sub-total                                                                 | \$ | 13,961.38  |
| Total Demands                                                             | \$ | 562,607.33 |

**City of Maywood**  
**Detail Warrants for Payment**  
**Warrants No. 087608 to 087647**

Exhibit B

| Check No. | Prepays | Date       | Vendor Name                          | Check Amt | Transaction Description                                                                            |
|-----------|---------|------------|--------------------------------------|-----------|----------------------------------------------------------------------------------------------------|
| 087608    | P       | 10/21/2020 | AT&T                                 | 399.00    | MTA Line 09/10/2020 - 10/09/2020                                                                   |
| 087609    | P       | 10/21/2020 | AT & T Long Distance                 | 46.05     | Elevator Emergency Line September 2020                                                             |
| 087610    | P       | 10/21/2020 | CoreLogic Solutions, LLC.            | 150.00    | Property Finder October 2020                                                                       |
| 087611    | P       | 10/21/2020 | Dewey Pest Control                   | 97.00     | October 2020 Pest Control City Hall                                                                |
| 087612    | P       | 10/21/2020 | Maywood Car Wash                     | 559.06    | Carwash/Gas September 2020                                                                         |
| 087613    | P       | 10/21/2020 | QDoxs                                | 63.51     | Copier Base Charge 10-01-2020 - 10-31-2020                                                         |
| 087614    | P       | 10/21/2020 | Southern California Edison           | 10,557.47 | Various Locations 8-25-2020 to 10-01-2020                                                          |
| 087615    | P       | 10/21/2020 | Sparkletts Drinking Water            | 119.88    | City Hall Office Water                                                                             |
| 087616    | P       | 10/21/2020 | The Gas Company                      | 57.07     | Various Locations (09-03-2020 - 10-06-2020)                                                        |
| 087617    | P       | 10/21/2020 | Time Warner Cable                    | 618.90    | Internet & Phone Service: October 2020                                                             |
| 087618    | P       | 10/21/2020 | Wells Lock & Key                     | 250.00    | Service Call for City Hall- Police Dept                                                            |
| 087619    | P       | 10/21/2020 | Xerox                                | 359.35    | September 2020 Base Charge and Printing Fee                                                        |
| 087620    |         | 10/21/2020 | ABM Building Solutions, LLC          | 1,409.47  | HVAC repairs various locations                                                                     |
| 087621    |         | 10/21/2020 | Alondra Olmos                        | 130.00    | Planning Commission Meeting Stipend (June/July 2020)                                               |
| 087622    |         | 10/21/2020 | Area E Disaster Management BRD       | 2,822.00  | Membership Disaster Area E of LA County (JPA) FY 2020-2021                                         |
| 087623    |         | 10/21/2020 | Bremer, Whyte, Brown & O'Meara, LLP  | 112.50    | Legal Services -September 2020                                                                     |
| 087624    |         | 10/21/2020 | Carmen Perez                         | 130.00    | Planning Commission Meeting Stipend (June/July 2020)                                               |
| 087625    |         | 10/21/2020 | Colantuono, Highsmith & Whatley, PC  | 66.07     | Legal Services: SCE Coalition September 2020                                                       |
| 087626    |         | 10/21/2020 | Crosstown Electrical & Data, Inc.    | 2,437.05  | Various Locations service and repairs                                                              |
| 087627    |         | 10/21/2020 | Daily Journal Corporation            | 3,198.00  | Publication of Official Notices                                                                    |
| 087628    |         | 10/21/2020 | G4S Secure Solutions                 | 2,688.00  | Security Services 9-82-2020 to 10-4-2020                                                           |
| 087629    |         | 10/21/2020 | George Hill Company                  | 1,654.40  | City Claims/ Adjuster September 2020                                                               |
| 087630    |         | 10/21/2020 | Hinderlitter, de Llamas & Associates | 6,625.00  | Cannabis Management Program September 2020                                                         |
| 087631    |         | 10/21/2020 | Interwest Consulting Group           | 31,680.50 | City Engineering Services: August and September 2020<br>Monthly IT fee for services September 2020 |

**City of Maywood**  
**Detail Warrants for Payment**  
**Warrants No. 087608 to 087647**

| Check No.     | Prepays | Date       | Vendor Name                            | Check Amt           | Transaction Description                                  |
|---------------|---------|------------|----------------------------------------|---------------------|----------------------------------------------------------|
| 087632        |         | 10/21/2020 | J & S Striping Company, Inc.           | 25,077.00           | Street Striping 9-24-2020 to 9-29-2020                   |
| 087633        |         | 10/21/2020 | Jessica Torres                         | 130.00              | Planning Commission Meeting Stipend (June/July 2020)     |
| 087634        |         | 10/21/2020 | L.B. Johnson Hardware Co.              | 390.34              | Public Works Supplies                                    |
| 087635        |         | 10/21/2020 | LGP Equipment Rentals                  | 187.24              | Gas Paint Striper Rental Public Works                    |
| 087636        |         | 10/21/2020 | Metropolitan Transportation Commission | 1,750.00            | Annual Subscription StreetSaver 10-31-2020 - 10-31-2021  |
| 087637        |         | 10/21/2020 | Municipal Code Corporation             | 900.00              | Online Code Hosting 10-1-2020 to 9-30-2021               |
| 087638        |         | 10/21/2020 | Municipal Waste Solutions              | 1,377.50            | September Waste and Recycling Consulting                 |
| 087639        |         | 10/21/2020 | National Plant Services, Inc.          | 1,200.00            | CCTV 8 Sewer at Heliotrope Ave.                          |
| 087640        |         | 10/21/2020 | North Star Landcare                    | 265.00              | Palm Pick up on Slauson North of Riverfront Park         |
| 087641        |         | 10/21/2020 | Phoenix Group Information Systems      | 12,242.91           | September 2020 Citation Processing FTB Intercept letters |
| 087642        |         | 10/21/2020 | Raul Rodriguez                         | 130.00              | Planning Commission Meeting Stipend (June/July 2020)     |
| 087643        |         | 10/21/2020 | Reyna Mendez                           | 130.00              | Planning Commission Meeting Stipend (June/July 2020)     |
| 087644        |         | 10/21/2020 | Richards, Watson & Gershon             | 13,278.47           | Legal Services - General September 2020                  |
| 087645        |         | 10/21/2020 | Sheriff's Department                   | 422,732.37          | Public Safety Services - August 2020                     |
| 087646        |         | 10/21/2020 | Staples Business Advantage             | 1,903.97            | Office Supplies                                          |
| 087647        |         | 10/21/2020 | Trench Plate Rental Co.                | 720.87              | K-Rail Rental at Riverfront Park                         |
| <b>TOTAL:</b> |         |            |                                        | <b>\$548,645.95</b> |                                                          |

# AGENDA REPORT

## CITY OF MAYWOOD



AGENDA 3  
ITEM NO. \_\_\_\_\_

---

**DATE:** OCTOBER 28, 2020

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**BY:** HRANT MANUELIAN, FINANCE DIRECTOR

**SUBJECT:** MONTHLY CASH AND INVESTMENT REPORT TO COUNCIL

---

### **RECOMMENDATION**

Staff recommends that the City Council receive and file the cash and investments report for September 2020.

### **BACKGROUND**

In an effort to maintain transparency and provide information to the City Council, the City's Finance Department prepares a monthly cash and investments report for the City Council's review. The report will show the City's cash position at month end as well as investments.

### **DISCUSSION**

The City has historically only invested its cash with the Local Agency Investment Fund (LAIF), which is a State fund with low risk and also low investment returns. As of September 30, 2020 the City has approximately **\$5M** invested in the LAIF. The current return as of 9/30/2020 is 0.66% down from more than 2% at the beginning of the year. In the June 24, 2020 City Council meeting the Maywood City Council approved for the City to invest in the PERS section 115 trust accounts for both the PERS pension liability and the Other Post Employment Benefits (OPEB) liability.

On September 22, 2020 the City invested \$250,000 into each of the section 115 trust accounts. The City transferred \$250,000 into each of the accounts for a total of \$500,000 from the LAIF account. The expected annual return on these accounts is 3%-5%. The City will continue to add to this investment on a quarterly basis to maximize investment returns, thereby reducing the amount invested in LAIF.

The attached report shows the cash and investments as of September 30, 2020. The cash and investment balances are across all funds of the City and includes restricted, unrestricted, and budgeted amounts. These balances do not represent the available balance for spending as most of these are either restricted for or have already been appropriated for in the City budget. The purpose of this report is to show the cash and investment balances as of the reported-on date only and does not represent the City's available fund balance.

### **LEGAL REVIEW**

The City Attorney has reviewed this report.

### **FISCAL IMPACT**

There is no fiscal impact involved with this action.

### **ATTACHMENTS**

Attachment No. 1 – Cash and Investments Report

# **ATTACHMENT NO. 1**

**City of Maywood**  
**Cash and Investments Report**  
**As of September 30, 2020**

| <b>Description</b>                                             | <b>Type</b>       | <b>Ending Balance</b> | <b>9/30/2020</b>    |
|----------------------------------------------------------------|-------------------|-----------------------|---------------------|
| US Bank                                                        | Cash              |                       | 2,703,982.65        |
| Local Agency Investment Fund                                   | LAIF              |                       | 5,426,736.28        |
| CalPers California Employers' Retiree Benefit Trust (CERBT)    | Section 115 Trust |                       | 250,811.77          |
| CalPers California Employers' Pension Prefunding Trust (CEPPT) | Section 115 Trust |                       | 250,252.60          |
|                                                                |                   |                       | <u>8,631,783.30</u> |

# AGENDA REPORT

CITY OF MAYWOOD



AGENDA 4  
ITEM NO. \_\_\_\_\_

---

**DATE:** OCTOBER 28, 2020

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

**BY:** JENNIFER E. VASQUEZ, CITY MANAGER

**SUBJECT:** APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FOR CODE ENFORCEMENT SERVICES AND BUDGET APPROPRIATION OF \$60,000

---

## RECOMMENDATION:

It is recommended that the City Council approve the amendment to the Professional Services Agreement with Willdan and appropriate an additional \$60,000 for Code Enforcement Services.

## BACKGROUND:

On July 22, 2020, the City Manager entered into an agreement in an amount not-to-exceed \$30,000 with Willdan for code enforcement services. This agreement was due to the Department of Building and Planning needing additional assistance for its code enforcement program after the division had been affected by various COVID-19 demands.

## DISCUSSION:

The contract Code Enforcement officer, Glen Vargas, assigned to the City has enabled the City's code enforcement program to keep up with COVID-19 enforcement demands; a large amount of complaints related illegal dumping and regular code enforcement complaints.

The code enforcement division this year has been extremely active and it is important to keep this momentum continuing as we work on items like illegal commercial conversions and illegal dumping. This year from January to October we have 449 cases opened. Last year with only one code officer for half the year we opened 305 cases from January to December; the previous year (2018) with two code officers on staff we opened 479 cases. Despite the COVID-19 demands and limitations we are on

track to open more cases than in 2018 when there were two full-time code compliance officers.

Additionally, with the assistance of Mr. Vargas the City has been issuing and establishing processes and standard procedures for recording, opening and filing cases. Mr. Vargas is also providing invaluable field and office training to Officer Lopez and as time permits Parking Enforcement Officer Rodriguez. A training focus area has been on administrative citations. This is an inexpensive tool available to our Code Enforcement division to gain compliance after a Notice is given and compliance is not met or ignored. In previous years the division tended to deal with non-compliance through the City Prosecutor's office or they left cases opened. Upon Mr. Vargas' arrival a review of cases opened over the last five years totaled to more than 1,000. Mr. Vargas is also working through those cases; determining if they should be closed or if they need follow-up

This year the Code Officers have given out 162 administrative citations; as compared to 3 in calendar year 2019 and zero in calendar year 2018.

The additional funding to continue retaining the services of Mr. Vargas will assist with the continuation of staff training and provide the division with an experienced officer to continue enforcing illegal dumping, various code violations and specific violations related to COVID-19.

#### **LEGAL REVIEW:**

The City Attorney has reviewed this report.

#### **FISCAL IMPACT:**

|                                      |                                              |
|--------------------------------------|----------------------------------------------|
| <b>F.Y. 19-20 Impact: \$60,000</b>   | <b>Current F.Y. Budget: \$195,000</b>        |
| <b>Fund Impacted: General Fund</b>   | <b>Budget adjustment requested: \$60,000</b> |
| <b>Source of funds: General Fund</b> | <b>Updated Account Budget: \$255,000</b>     |
| <b>Account number: 01-5430-614</b>   | <b>For fiscal year: FY 20-21</b>             |

#### **ATTACHMENT(S)**

Attachment No. 1 – Professional Services Agreement with Willdan, Inc.

Attachment No. 2 – Amendment to the Professional Services Agreement with Willdan, Inc.

# **ATTACHMENT NO. 1**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 22, 2020 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Willdan ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform on-call code enforcement services.

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

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

The Parties therefore agree as follows:

#### 1. Consultant's Services.

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

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 Al Brady (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 commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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 term of this Agreement shall be from the Effective Date through June 30, 2021, unless sooner terminated as provided in Section 13 of this Agreement or extended.

### **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, \$60.00 per hour, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$30,000, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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 B**.

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

### **4. Method of Payment.**

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' passive negligence, except

for Liabilities arising from the active 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 authorized 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. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

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  
City of Maywood  
4319 East Slauson Avenue  
Maywood, California 90270

If to Consultant:  
Attn: \_\_\_\_\_  
Willdan  
13191 Crossroads Pkwy North  
City of Industry, California 91746

**17. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, SubConsultant or applicant for employment because of race, color, religious creed, sex,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURE PAGE FOLLOWS]*

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

City:

City of Maywood,  
a California municipal corporation

By: \_\_\_\_\_

  
Eduardo De La Riva  
Mayor of the City of Maywood

Consultant:

Willdan,  
a Delaware Public Corporation

By: \_\_\_\_\_

  
Name: ALBERT BRADY  
Title: DEPUTY DIRECTOR OF  
BUILDING & SAFETY

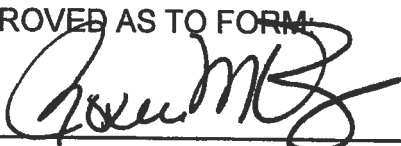
ATTEST:

By: \_\_\_\_\_

  
Gerardo Mayagoitia, City Clerk  
*Shirley Quinones, Deputy City Clerk*

APPROVED AS TO FORM:

By: \_\_\_\_\_

  
Roxanne Diaz, City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Under the Direction of the Director of Building and Planning, Willdan agrees to provide a Code Enforcement Officer to support the Building and Planning Department as it relates to the City's local code enforcement program. This includes monitoring and enforcing a variety of applicable ordinances, codes, and regulations related to zoning, land use, nuisance housing, building codes, health and safety, blight, and other matters of public concern; and serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions.

## **EXHIBIT B**

### **COMPENSATION**

City will compensate Consultant at the agreed upon hourly rate for the time spent meeting with City staff, conducting research, performing site inspections, or performing any other task deemed necessary to produce the work product. City will not compensate Consultant for mileage, materials, education or anything else beyond time spent producing the work product. The Hourly Rate:

CODE ENFORCEMENT OFFICE..... \$60.00 per hour

# **ATTACHMENT NO. 2**

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
CITY OF MAYWOOD AND WILLDAN**

This Amendment to the Professional Services Agreement is entered into as of October 28, 2020 ("Amendment") and amends the Professional Services Agreement by and between the City of Maywood, a municipal corporation ("City") and Willdan, Inc. ("Consultant") dated July 22, 2020 ("Agreement").

**RECITALS**

A. City and Consultant entered into the Agreement for on-call code enforcement services.

B. City and Contractor desire to amend the Agreement to amend the compensation.

NOW THEREFORE, it is mutually agreed by and between the City and Contractor as follows:

Section 1. Compensation. The compensation for the term of the Agreement shall be increased by \$60,000 for a total not-to-exceed amount of \$90,000, which includes expenses and additional services (if any) during the term of the Agreement ("Maximum Compensation").

Section 2. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CITY OF MAYWOOD:

CONTRACTOR: WILLDAN, INC.

By:   
Eduardo De La Riva, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By:   
Gerardo Mayagoitia, City Clerk  
Shirley Quiriones, Deputy City Clerk

APPROVED AS TO FORM:

By:   
Roxanne Diaz, City Attorney