



MAYWOOD CITY COUNCIL ADJOURNED MEETING AGENDA

WEDNESDAY, August 12, 2020 AT 3:00 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 August 12, 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:

Join by phone 1-669-900-6833

Enter Meeting ID: 826 1477 7856

If you want to comment during the public comment portion of the agenda, Press *9 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 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. COUNCILMEMBER COMMENTS

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

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

By phone: 1-669-900-6833

Enter Meeting ID: 826 1477 7856

If you want to comment during the public comment portion of the agenda, Press *9 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

VII. PUBLIC HEARING

1. Public Hearing and First Reading of an Ordinance of the City of Maywood Adding a new chapter to the Maywood Municipal Code to create a Sidewalk Vending Program.

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 07/22/2020 Adjourned City Council Meeting.
2. Resolution 6131 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants.
3. Revenue Report for July 2020.
4. A resolution updating the City's Annual Investment Policy.
5. Receive and File Budget Book including Capital Improvement Program for Fiscal Year 2020-2021.
6. Resolution 6133 of the City of Maywood Establishing a Reserve Policy in the General Fund.
7. First Amendment to the services contract between the City of Maywood and Expert Building Maintenance, LLC.
8. Second Reading and Adoption of an Ordinance Prohibiting the Sale of Flavored Electronic Cigarettes and Flavored Tobacco by Tobacco Retailers in the City and making a finding exemption under California Environmental Quality Act.
9. A Resolution eliminating the compensation for the Elected City Clerk and The Elected City Treasurer beginning with such officials new term of office and reaffirming that such Elected Officials shall not receive any Health And Welfare Benefits

IX. DISCUSSION/ACTION ITEMS

10. Discussion and Direction regarding City of Maywood Emergency Rental Assistance Program.
11. Consideration of awarding a Contract for Website Re-Design and Maintenance for the City's Website to CivicPlus.

X. CLOSED SESSION

1. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Marcelina Ortiz v. City of Maywood, Los Angeles Superior Court Case No. 18TCV05445

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:

By phone: 1-669-900-6833

Enter Meeting ID: 826 1477 7856

If you want to comment during the public comment portion of the agenda, Press *9 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 on August 26, 2020 at 3:00 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

to the

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AGENDA 1
ITEM NO. _____

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

WEDNESDAY, July 22, 2020 AT 3:00 P.M.

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

I. 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)

Staff Present:

David Mango, Director of Building and Planning

Hrant Manuelian, Director of Finance

Guillermo Padilla, Deputy City Clerk

Shirley Quinones, Deputy City Clerk

Gisselle Delgado, Community Services Liaison

Edith Carrillo, Administrative Analyst

Abel Hernandez, Public Works Coordinator

II. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WAS NOT 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 TELECONFERENCE AT:

*67 1-669-900-6833

Zoom Meeting Access Code: 841 2251 8416

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

II. COUNCILMEMBER COMMENTS

Mayor and Council Members provided community updates.

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

The following spoke on Agenda Items:

1. Irene Torres (Submitted comment by e-mail);
2. Maria Villatoro (Submitted comment by e-mail);
3. Taliha Escamilla (Submitted comment by e-mail);
4. Dorili Duarte (Submitted comment by e-mail);
5. Heather Wilson (Submitted comment by e-mail);
6. Celina Aguirre (Submitted comment by e-mail);
7. Ivonne Herrera (Submitted comment by e-mail);
8. Gerardo Mayagoitia (Submitted comment by teleconference);
9. Rodolfo Cortez (Submitted comment by teleconference).

IV. PRESENTATIONS

None

V. PUBLIC HEARING

1. Public Hearing to Consider Resolution approving the final form of the delinquent charges report for past due and payable accounts for residential rubbish services rendered by Athens Services and directing that the same be submitted to the Los Angeles County Auditor-Controller for collection on the Property Tax Roll Tax Year 2020-2021. Motion to adopt Resolution Number 6129 approving the final form of the delinquent charges report for past due and payable accounts for residential rubbish services rendered by Athens Services and directing that the same be submitted to the Los Angeles County Auditor-Controller for collection on the Property Tax Roll Tax Year 2020-2021 by De La Riva. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, De La Riva

The following spoke in the Public Hearing:

1. Blanca Pureco (Submitted comment by telephone);
2. Erica Diaz (Submitted comment by teleconference).

2. Public Hearing to consider Ordinance No. 20-06 Prohibiting the Sale of Flavored Electronic Cigarettes and Flavored Tobacco by Tobacco Retailers in the City and making a finding exemption under California Environmental Quality Act. **Motion to wave the reading of Ordinance No. 20-06 and introduce for first reading by title only, "An Ordinance Of The City Of Maywood Amending Chapter 10 of Title 4 of The Maywood Municipal Code Related to Tobacco Regulations to Prohibit the Sale of Flavored Electronic Cigarettes and Flavored Tobacco Products and Making a Finding of Exemption Under The California Environmental Quality Act" by Lara. Second by Marquez. AYES: Marquez, Alvarez, Medina, Lara, De La Riva. PASSES.**

The following spoke during the Public Hearing:

1. Irene Torres (Submitted comment by e-mail);
2. Dorili Duarte (Submitted comment by e-mail);
3. Isaias Guzman (Submitted comment by e-mail);
4. Daniela Hernandez (Submitted comment by e-mail);
5. Emily Mojica (Submitted comment by e-mail);
6. Leslie Quintana (Submitted comment by e-mail);
7. Luisa Alvarez (Submitted comment by e-mail);
8. Mohamad Saleh (Submitted comment by e-mail);
9. Melissa Ponce (Submitted comment by e-mail);
10. Paulina Estrada (Submitted comment by e-mail);
11. Rodolfo Serrano (Submitted comment by e-mail);
12. American Heart Association (Submitted comment by mail);
13. Dr. Thomas (Submitted comment by teleconference);
14. Patricia Flores (Submitted comment by teleconference);
15. Mary Mariscal (Submitted comment by teleconference);
16. Elizabeth Vivillano (Submitted comment by teleconference);
17. Maria Inguinez (Submitted comment by teleconference);
18. Veronica Guardado (Submitted comment by teleconference);
19. Gerardo Mayagoitia (Submitted comment by teleconference);

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 07/08/2020 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 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants. **Motion to**

adopt Resolution 6128 by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES

3. Consideration of Appointing Planning Commissioner Jessica Torres to serve as a member on the Eco-Rapid Transit Board. Motion to appoint Planning Commissioner Jessica Torres to serve as a member on the Eco-Rapid Transit Board by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES
4. Second Reading and Adoption of an Ordinance Designating the position of Finance Director as a Department Head and removing the position from the Civil Service System and amending the Maywood Municipal Code. Motion to adopt Ordinance 20-05 designating the position of Finance Director as a Department Head and removing the position from the Civil Service System by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES
5. Consideration of a Resolution Designating City Manager Jennifer Vasquez as Municipal Employee Relations Officer. Motion to adopt Resolution 6130 designating City Manager Jennifer Vasquez as Municipal Employee Relations Officer by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES
6. Consideration of a Petition for Formal Recognition of The Maywood Employees' Association. Motion to Recognize the Maywood Employees' Association as the exclusive representative of full-time classified employees for the City of Maywood by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES
7. Consideration of Adopting A Citywide Speed Hump Policy. Motion to adopt the Citywide Speed Hump Policy by Lara. Second by Medina. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES
8. Los Angeles County Flood Control District Safe, Clean Water Program Transfer Agreement Motion to approve the Los Angeles County Flood Control District Safe, Clean Water Program Transfer Agreement by Medina. Second by Lara. AYES: Marquez, Alvarez, Medina Lara, De La Riva. PASSES

VII. DISCUSSION/ACTION ITEMS

9. Discussion of City of Maywood Emergency Rental Assistance Program. Motion to continue discussion of City of Maywood Emergency Rental Assistance Program to the first meeting in August (August 12, 2020) by De La Riva. Second by Lara. AYES: Marquez, Lara, De La Riva. NYES: Alvarez, Medina. PASSES

VIII. CLOSED SESSION **None**

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

The following spoke on Agenda Items:

1. Heather Wilson (Submitted comment by e-mail);

2. Gerardo Mayagoitia (Submitted comment by teleconference);
3. Mary Mariscal (Submitted comment by teleconference);
4. Veronica Guardado (Submitted comment by teleconference);
5. Maria Inguinez (Submitted comment by teleconference).

X. **ADJOURNMENT** – Meeting adjourned in the honor and memory of Antonio Gonzalez at approximately 4:48pm on July 22, 2020 to August 12, 2020 at 3:00 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. 6131

**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.

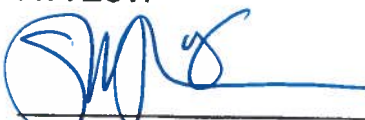
NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$1,865,171.34 are hereby ratified:

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

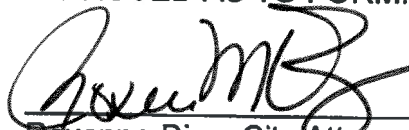
PASSED, APPROVED AND ADOPTED THIS 12th day of August, 2020.


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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)
)
)

Shirley Quinones

I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6131 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 12th of August, 2020 by the following roll call vote, to wit:

AYES: MARQUEZ, ALVAREZ, 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, August 12, 2020

		Amount
Accounts Payable		
Accounts Payable prepaid warrants for payment: Checks No. 087351 - 087383		\$ 28,973.37
Accounts Payable regular warrants for payment: Checks No. 087384 - 087408		\$ 632,144.96
Sub-total		\$ 661,118.33
Wire Transfers/ACH Transactions		
07/21/20 Berkshire Hathaway Homestead Companies - Auto Insurance Policy July 2020		\$ 5,507.00
07/24/20 ADP Payroll Fee		\$ 391.26
07/27/20 CalPERS Employer Contribution - Pay Period 7/5/2020-7/18/2020		\$ 7,063.07
07/29/20 Wells Fargo - Maywood CDD Tax Alloc 2017A1, A2, B - Principal & Interest		\$ 846,927.13
07/31/20 Willis Towers Watson Insurance - Liability Insurance Policy FY 2020-2021		\$ 175,450.60
08/03/20 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - Aug 2020		\$ 12,000.00
08/03/20 US Bank - Merchant Fees		\$ 17.14
08/05/20 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees		\$ 118,010.88
08/05/20 CalPERS Health Premium August 2020		\$ 31,469.35
08/05/20 CalPERS Employer Contribution - Pay Period 7/19/2020-8/1/2020		\$ 7,216.58
Sub-total		\$ 1,204,053.01
Total Demands		\$ 1,865,171.34

EXHIBIT A

City of Maywood
Detail Warrants for Payment
Warrants No. 087351 to 087408

EXHIBIT B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087351	P	7/29/2020	AT&T	353.59	Elevator Emergency Phone Line 06/10/20 to 07/09/20
087352	P	7/29/2020	AT & T Long Distance	45.83	MTA Line Tap Card 06/17/2020 to 07/16/2020 Elevator Emergency Line June 2020
087353	P	7/29/2020	Los Angeles County Clerk	75.00	Notice of Exemption-Maywood Aquatic Center Pool Replastering
087354	P	7/29/2020	Preferred Benefit Insurance Administrators, Inc.	2,593.20	Dental & Vision Insurance: July 2020
087355	P	7/29/2020	Southern California Edison	232.05	Various Locations 06/16/2020-07/17/2020
087356	P	7/29/2020	Sparkletts Drinking Water Corp	146.85	City Hall Office Water
087357	P	7/29/2020	Sprint	545.58	Cell Phone Service: 06/24/2020-07/23/2020
087358	P	7/29/2020	The Gas Company	56.84	Various Locations (06-05-2020 - 07-07-2020)
087359	P	7/29/2020	Xerox Financial Services	153.30	Copier Lease: 06-22-2020 - 07-21-2020
087360	P	8/5/2020	American Paper Plastic	585.60	Janitorial Supplies: City Hall
087361	P	8/5/2020	Angel Villegas	525.39	Retiree Medical Reimbursement August 2020
087362	P	8/5/2020	Brent Talno	296.74	Retiree Medical Reimbursement August 2020
087363	P	8/5/2020	Bruce Leflar	1,189.78	Retiree Medical Reimbursement August 2020
087364	P	8/5/2020	Christine M. Locher	245.78	Retiree Medical Reimbursement August 2020
087365	P	8/5/2020	CoreLogic Solutions, LLC.	201.05	Property Finder July 2020
087366	P	8/5/2020	Dove Communications Inc	100.00	Labor-Voice Remote Programming
087367	P	8/5/2020	Edward Ahrens	1,189.78	Retiree Medical Reimbursement August 2020
087368	P	8/5/2020	JCL Traffic Services	2,290.13	18x24 No Littering Sign 30x30 Stop Sign Cone Rental 28" x 50 Deflectorized Message Board Rental 05-13-2020 to 05-26-2020
087369	P	8/5/2020	JMG Security System	205.00	Service Technician Call Out Breakroom Door
087370	P	8/5/2020	KBJ Auto Detail	360.00	City Vehicle Fleet: Car Wash July 2020
087371	P	8/5/2020	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry July 2020
087373	P	8/5/2020	L.B. Johnson Hardware Co.	885.84	Building Supplies and Public Works Supplies
087374	P	8/5/2020	Tri-City Mutual Water Company	27.80	5000 Slauson Avenue 07-01-2020 to 07-31-2020

City of Maywood
Detail Warrants for Payment
Warrants No. 087351 to 087408

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087375	P	8/5/2020	Paul Pine	1,588.41	Retiree Medical Reimbursement August 2020
087376	P	8/5/2020	Robert Leach	1,005.00	Retiree Medical Reimbursement August 2020
087377	P	8/5/2020	Ronald Lindsey	1,176.90	Retiree Medical Reimbursement August 2020
087378	P	8/5/2020	Scott C. Anderson	1,189.78	Retiree Medical Reimbursement August 2020
087379	P	8/5/2020	Southern California Edison	8,318.30	Various Locations 07-01-2020 to 08-01-2020
087380	P	8/5/2020	State Compensation Insurance Fund	1,383.26	Workers Comp Insurance FY 20/21 Surcharge
087381	P	8/5/2020	Quadrant Finance, USA, Inc.	1,047.00	Postage Machine
087382	P	8/5/2020	Vernon, City of	148.59	Slanson & Downey 06-09-2020 to 07-13-2020
087383	P	8/5/2020	Wells Lock & Key	661.00	Service Call - City Hall doors
087384		8/6/2020	Bremer, Whyte, Brown & O'Meara, LLP	685.45	Legal Service June 2020
087385		8/6/2020	Colantuono, Highsmith & Whatley, PC	80.07	Legal Services June 2020
087386		8/6/2020	County of Los Angeles Department of Animal Control	11,845.24	Animal Control Services June 2020
087387		8/6/2020	Crosstown Electrical & Data, Inc.	1,932.00	Preventive Maintenance Street Light Inspections June 2020
087388		8/6/2020	Daily Journal Corporation	4,892.22	Publication of Official Notices
087389		8/6/2020	Expert Building Maintenance	11,202.49	Janitorial Supplies July 2020 City Hall/Police Station/Parks July 2020 Additional Janitorial Services July 2020
087390		8/6/2020	Gateway Water Management Authority	6,555.23	Annual Membership Dues FY 2020/2021 Administrative & Cost Sharing Harbor Toxic Upstream FY 2020/2021
087391		8/6/2020	Graffiti Protective Coatings	34,442.00	CityWide Graffiti Removal May and June 2020 June 2020 Bus Shelter Maintenance additional cleaning COVID
087392		8/6/2020	HF&H Consultants, LLC	13,640.75	Solid Waste Consulting Services June 2020
087393		8/6/2020	Hinderliter, de Llamas & Assoc.	1,250.00	Cannabis Management Program June 2020
087394		8/6/2020	Interwest Consulting Group	22,198.29	Building and Safety Plan Services June 2020 City Engineering Services: June 2020
087395		8/6/2020	JCL Traffic Services	18,075.51	Mini Matrix Message Board purchase
087396		8/6/2020	Karla Lopez	16.00	Mileage Reimbursement
087397		8/6/2020	Mapcon Technologies, Inc.	83.00	Mapcon Building & Planning Software

City of Maywood
Detail Warrants for Payment
Warrants No. 087351 to 087408

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087398		8/6/2020	Metro Transit Services	33,703.10	Public Transportation Services Express & Dial-A-Ride July 2020
087399		8/6/2020	National Construction Rentals	2,444.46	6 ft temporary fence and panels rental July 2020 - Jan 2021
087400		8/6/2020	Norma A. Flores	3.80	Mileage Reimbursement
087401		8/6/2020	North Star Landcare	14,871.25	Landscape Services July 2020 Tree Removal June 2020 additional trees
087402		8/6/2020	Phoenix Group Information Systems	19,348.60	June 2020 Parking Citations Processing Fees June 2020 Permit Database Development Online Permit Web Portal Customization
087403		8/6/2020	Richards, Watson & Gershon	19,681.35	Legal Services - June 2020
087404		8/6/2020	Sheriff's Department	404,668.85	Public Safety Services - June 2020
087405		8/6/2020	Staples Business Advantage	482.98	Office Supplies
087406		8/6/2020	U.S. Bank Corporate Payment System	6,792.32	Credit Card Expense
087407		8/6/2020	VOID		VOID
087408		8/6/2020	Urban Futures, Inc.	3,250.00	Lease Revenue Refunding Bonds Series A, 2008 Tax Allocation Refunding Bonds Series 2017
TOTAL:				\$661,118.33	



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER 

BY: HRANT MANUELIAN, FINANCE DIRECTOR

RE: A RESOLUTION UPDATING THE CITY'S ANNUAL INVESTMENT POLICY

RECOMMENDATION

Staff recommends City Council review and adopt Resolution No. 6132 updating the City's Annual Investment Policy.

BACKGROUND

The investment of funds by a local government agency, including the types of securities in which an agency may invest, is governed by the California Government Code. Previously, State law required the City Council to annually review and adopt an investment policy at a public meeting. In 2004 and 2009, the State Legislature made changes to the law to make the investment policy optional, rather than mandatory, but added language encouraging local agency officials to continue taking the actions formerly mandated by Government Code Section 53646. Therefore, the City of Maywood continues to follow best practices and the recommendation of the State by updating the investment policy on an annual basis. The City Council's current investment policy was adopted by Council on July 10, 2019.

DISCUSSION

The proposed investment policy has been updated to be in compliance with the current Government Code. Several changes have been made to have a robust investment policy with details of allowable investments as well as investments not allowed. It will allow the Finance Director to make a wide variety of investment decision to better the return on funds of the City.

Currently, the City's investment portfolio consists of funds in the Local Agency Investment Fund (LAIF) and Cash in the bank. The majority of the City's funds are in LAIF but the interest rates have been declining for the last 6 months and is now below 1%. LAIF was created by statute in 1977 as an investment alternative for California's local governments and special districts. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code. This program offers local agencies the opportunity to participate in the State's investment portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

At the June 24th City Council meeting, the Council broadened the City's investment options by establishing Section 115, California Employers' Pension Prefunding Trust (CEPPT) and California Employers' Retiree Benefit Trust (CERBT) with California Public Employees' Retirement System (CalPERS). This investment option is advantageous to the City at this point as it is expected to return 4%-6%. Furthermore, Section 115 trust funds are a funding vehicle to prefund the future costs of retiree benefits. These trusts will provide the City with a fiscally sound option for ensuring that the City is able to meet the liability in the most cost-effective manner.

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 – Resolution No. 6132, A resolution of the City Council of the City of Maywood adopting the Fiscal Year 2020-2021 Investment Policy

Attachment No. 2 – Investment Policy Fiscal Year 2020-2021

ATTACHMENT NO. 1

RESOLUTION NO. 6132

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
ADOPTING THE FISCAL YEAR 2020-2021 INVESTMENT POLICY**

WHEREAS, Government Code Section 53646 recommends that local agencies review and approve an investment policy on an annual basis at a public meeting;

WHEREAS, the City Council desires to update and revise its current investment policy;

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

Section 1. The City Council hereby adopts the updated investment policy attached hereto as Exhibit A for the Fiscal Year 2020-2021. Such policy supersedes all prior investment policies adopted by the City Council.

Section 2. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution and the Investment Policy for Fiscal Year 2020-2021 on file.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2020.

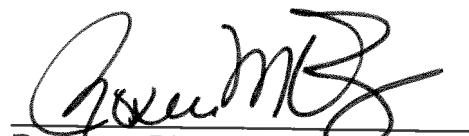

Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

Shirley Quinones
I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6132 was adopted at a regular meeting of the City Council of the City of Maywood held on the 12th day of August, 2020 by the following vote:

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

NOES:

ABSTAIN:

ABSENT:



Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy City Clerk

ATTACHMENT NO. 2



City of Maywood Investment Policy Fiscal Year 2020-2021

The purpose of this statement is to comply with California Government Code Sections 53600 et seq. and to provide clear guidelines for the prudent investment of the City's funds.

Introduction

This policy was developed to formalize the City of Maywood's intent to implement prudent investment practices and to serve the public's best interest regarding investment management and fiscal operations and accountability. Revisions to this policy shall be executed when needed through compliance to federal or state mandates and annual review and adoption at a regular meeting by the City Council.

Scope

The scope of this investment policy applies to all financial assets and funds held by the City. The Finance Director is authorized to invest the City's funds as prescribed by California Government Code section 53600. These funds are defined in the City's Annual Financial Report.

Policy Statement

The City of Maywood in addition to the Maywood Successor Agency, hereafter referred to as "the City", through the adoption of this policy shall invest public funds in a manner that will provide maximum security of the principal invested while meeting the cash flow needs of the City. There is a subordinate emphasis on providing the highest yield (return) on the principal. Further, the City will conform to all applicable Federal, State, and City statutes governing the investment of public funds.

Maintain Public Trust

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Delegation of Authority

The Finance Director is the designated investment officer of the City and is responsible for investment management decisions and activities.

Investment Philosophy and Prudence

The standard of prudence to be used in the investment function shall be the "Prudent Investor Standard and shall be applied in the context of managing the overall portfolio. Securities shall generally be held until maturity, with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- Liquidity needs of the portfolio require that the security be sold.
- A security swap would improve the quality, yield, or target duration in the portfolio.

Prudent Investor Standard: When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law. "In consideration of an investment, the safety of the capital as well as income is part of the "prudent person" approach. Investment officers acting in accordance with the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Objectives

The investment policy and practices of the City of Carson are based upon State law and prudent money management. The primary objectives of this policy are in priority order:

- **SAFETY OF PRINCIPAL:** Safety of principal is the foremost objective of the City. The investment of funds shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To achieve this goal, diversification is required in the portfolio's composition. The investment portfolio will be diversified to avoid unreasonable and avoidable risks regarding specific security types and individual financial institutions. With diversification, failure of any one institution would not unduly harm the City's cash flow.
- **LIQUIDITY:** The investment portfolio shall be structured to match expected cash flow needs. City investments must be able to be easily sold with minimal risk of loss of principal or interest. Therefore, the City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements which might be reasonably anticipated.
- **YIELD:** Return on investment becomes a consideration after the basic requirements of investment safety and liquidity are achieved. The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles commensurate with the City's investment risk constraints and the cash flow of the portfolio. The City's investment portfolio is designed to operate on a general "buy and hold" premise.

Authorized Investments and Suitable Investments

It is the policy of the City to diversify its investment portfolio. Invested funds shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities. As part of the City's diversification strategy, investments will be matched with anticipated cash flow requirements.

Investment of City funds is governed by the California Government Code Sections 53600 seq. Within the context of the limitations, the following investments are authorized as further limited herein:

Authorized Investments:

Authorized Investment Type	Maximum Maturity	Maximum % of Portfolio	Maximum Investment In One Issuer
United States Treasury Obligations	5 Years	100%	100%
United States Agency Securities	5 Years	100%	100%
Local Agency Bonds	5 Years	20%	10%
Banker's Accpetances	180 days	40%	30%
Commercial Paper	270 days	15%	10%
Certificates of Deposit	2 Years	30%	30%
Money Market Mutual Funds	N/A	20%	10%
Local Agency Investment Fund (LAIF)	N/A	100%	100%
Mutual Funds	N/A	20%	10%

Unauthorized Investments:

The following are considered to be of a higher risk factor and therefore are prohibited:

- Common Stocks
- Derivative based instruments
- Repurchase Agreements
- Reverse repurchase agreements
- Inverse floaters
- Futures and options
- Mortgage-Backed Securities

Any State of California legislative action that further restricts allowable maturities, investment types or percentage allocations, will be incorporated into the City's Investment Policy and supersedes any and all previous applicable language.

Investment Pools/Mutual Funds/Pension Trust Funds

The Finance Director shall thoroughly investigate any pooled investment funds, including mutual funds and pension trust funds. Investment pools, mutual funds, and pension trust funds shall be evaluated using the following items:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.

- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.

Safekeeping and Custody

Security transactions entered into by the City shall be conducted on a delivery-versus- payment (DVP) basis or if held with the same company from which the securities are purchased, are held in the name of or under the control of the agency and kept in a legally separate trust account.

Authorized Financial Dealers and Institutions

City shall transact business with financial institutions authorized to provide investment services in the State of California.

Internal Control

The Finance Director shall establish appropriate procedures designed to provide proper control over investments and deposits. On an annual basis these controls will be reviewed in conjunction with the annual audit of the City. This review will assure compliance with policies and procedures.

Ethics and Conflict of Interest

The Finance Director shall avoid any transaction that might impair public confidence in the City's ability to govern and manage the investment of public funds in an effective manner. The Finance Director or any other official charged with the responsibility of making investment decisions shall have no vested interest in any investment being made involving public funds of the City and shall gain no financial benefit from such investment decisions. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust and shall immediately disclose to the City Council any material financial interests in financial institutions that conduct business within their jurisdiction as well as any large personal financial/investment positions that could be related to the performance of the City.

Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the

investment risk constraints and the cash flow needs. Given this objective, the benchmark for investments shall reflect the prominent and persistent characteristics of the portfolio over time. The benchmark may be adjusted periodically when material changes take place.

Reporting

The Finance Director shall render quarterly investment reports to the City Council. In addition, the Investment Policy will be provided annually at the beginning of each calendar year and updated as needed.

Investment Policy Review

The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of SAFETY, LIQUIDITY and YIELD and its relevance to current law, financial and economic trends and to meet the needs of the City. This policy shall be reviewed annually by the City Council and any amendments to the policy must be approved by the City Council.



AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
BY: HRANT MANUELIAN, FINANCE DIRECTOR
RE: RECEIVE AND FILE BUDGET BOOK INCLUDING CAPITAL
IMPROVEMENT PROGRAM FOR FISCAL YEAR 2020-2021

RECOMMENDATION

Staff recommends that the City Council receive and file the Budget book for the fiscal year 2020-2021 adopted budget.

FISCAL IMPACT

There is no fiscal impact involved with this action.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On June 24, 2020 the City Council of Maywood held a public hearing to consider Resolution 6121, Adopting, The Fiscal Year 2020-2021 Operating and Capital Improvement Budgets for the City of Maywood. The budget was unanimously approved by the City Council. This staff report is to receive and file the budget book which includes the details of the budget as adopted.

ATTACHMENT(S)

Attachment No. 1 – Budget book for Fiscal Year 2020-2021

ATTACHMENT NO. 1

CITY OF MAYWOOD

ADOPTED BUDGET

FISCAL YEAR

2020 - 2021



June 24, 2020

OUR COMMITMENT TO EXCELLENCE





City of Maywood Budget Fiscal Years 2020-2021

City Council

Eduardo De La Riva, Mayor

Ricardo Lara, Mayor Pro-Tem

Heber Marquez, Council Member

Ramon Medina, Council Member

Carlos Alvarez, Council Member

City Officials

City Manager.....	Jennifer E. Vasquez
Director of Building & Planning	David Mango
Director of Finance.....	Hrant Manuelian
City Attorney.....	Roxanne M. Diaz
City Clerk.....	Gerardo Mayagoitia

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CITY MANAGER'S BUDGET MESSAGE

June 24, 2020

Honorable Mayor and Members of the City Council,

I am pleased to present the approved budget for Fiscal Year (FY) 2020-2021. The Budget, as presented, is balanced and consistent with our commitment to be financially transparent. Accordingly, the budget has been prepared to continue the practice of being prudent and exercise caution with expenditures, while we work towards strengthening our city.

Over the past years, the City of Maywood has endured various events that have shaken its core values and service commitment to the constituency. Nevertheless, this has also been an opportunity to demonstrate to residents and the business community that our city is capable of overcoming unprecedented challenges and adversities. As our city initiates a new journey; it is important that we remain committed to our common objectives to bring a balanced city forward and to continue striving towards excellence.

The budget presented before you, focuses on our core responsibilities; it addresses the needs of our community and makes our city more sustainable and prosperous. It is our obligation as public servants to ensure that we transition towards strong fiscal health, and build a foundation for an affluent City of Maywood for our future generations.

Below is the approved expenditure budget for FY 2020-2021 for all funds compared to the FY 2019-2020 expenditures in the Adopted budget:

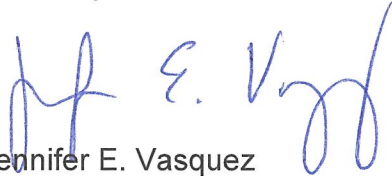
Fund Type	Budget Amount FY 19-20	Budget Amount FY 2020-2021
General Fund	\$10,141,700	\$11,197,171
Special Revenue	\$ 5,922,500	\$ 5,134,657
Enterprise Fund	\$ 284,000	\$ 471,000

CONCLUSION

The City of Maywood's approved FY 2020-21 Budget addresses our City's needs and the priorities of the City Council. Thus, we continue to maintain a positive balance budget since FY 2017-2018, with an estimated growth of 16 percent in ending balance of the general fund. I believe that the financial policies and conservative approach taken when drafting this budget, will guide our city towards better financial conditions, in comparison to past practices. Achieving a structurally balanced budget in future years, requires tough decisions on where and how we invest restricted funds, while upbrining smart development to improve incoming-revenue. As front leaders of our city, we must continue to take substantive steps to encourage growth and maintain the best interest of our community in mind.

I am grateful for the opportunity to serve the City of Maywood, a city of great potential.

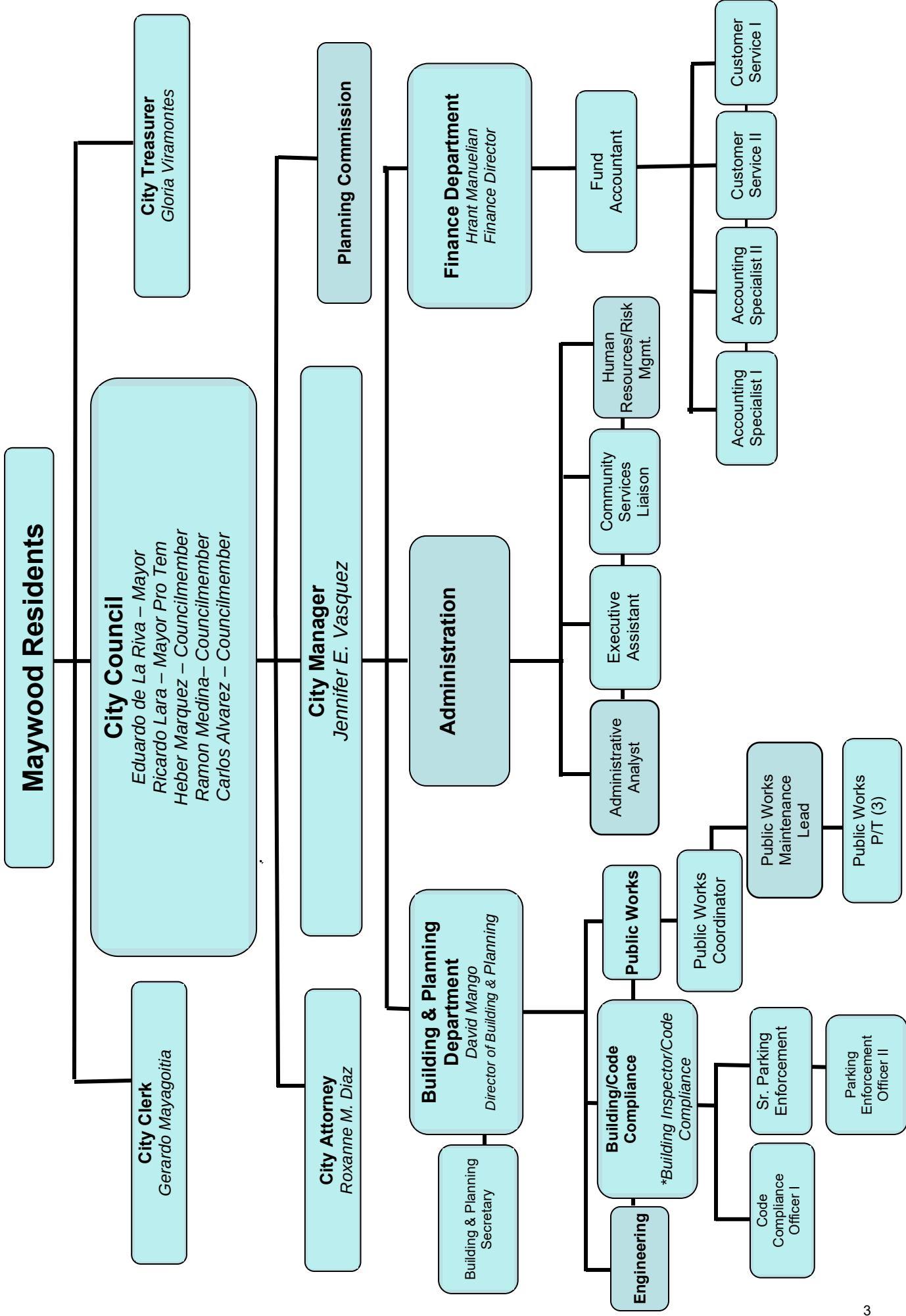
Sincerely,



Jennifer E. Vasquez

City Manager

City of Maywood Organizational Chart



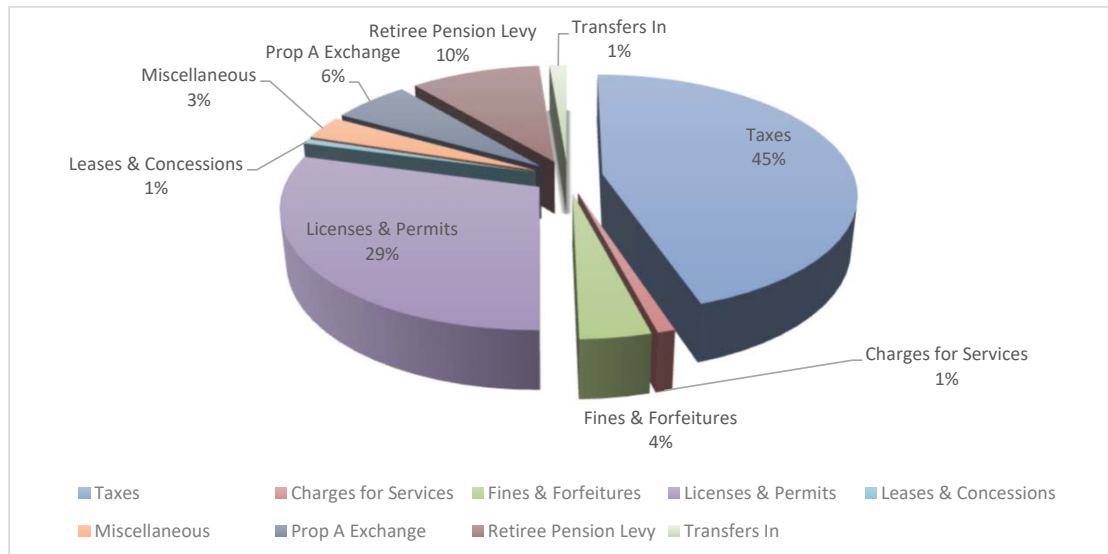
*Vacant Positions

City of Maywood
Summary of Revenue, Expenditure and Changes in Fund Balance
Adopted Budget
Budget Fiscal Year 2020-2021

	Estimated Fund Balance 6/30/2020	Fiscal Year 2020-21				Estimated Fund Balance 6/30/2021
		Revenues	Transfers In	Expenditures	Transfers Out	
GENERAL FUND						
General	\$ 2,543,811	\$ 10,597,200	\$ 587,000	\$ 11,197,171	\$ -	\$ 2,530,840
Total General Fund	\$ 2,543,811	\$ 10,597,200	\$ 587,000	\$ 11,197,171	\$ -	\$ 2,530,840
SPECIAL REVENUE FUNDS						
Gas Tax	\$ 2,839,263	\$ 701,696	\$ -	\$ 1,977,847	\$ -	\$ 1,563,112
TDA Bikeway	(9,231)	21,226	-	-	-	11,995
Proposition A	28,595	589,565	-	415,000	-	203,160
Proposition C	141,859	497,529	-	432,161	-	207,227
Measure R	860,555	366,809	-	579,585	-	647,779
CDBG	(592,145)	450,000	-	225,132	-	(367,277)
Measure M	881,897	415,674	-	547,701	-	749,870
AQMD	81,441	36,375	-	1,500	-	116,316
SLESF	233,921	155,000	-	-	155,000	233,921
Sewer	216,336	293,000	-	471,000	-	38,336
Lighting & Landscaping	408,462	150,000	-	427,447	-	131,015
SB-1 Road Maintenance Rehab Act	-	528,284	-	528,284	-	-
STPL Fund	(90,645)	-	-	-	-	(90,645)
Grants Fund	35,677	-	-	-	-	35,677
Measure W	(2,585)	-	-	-	-	(2,585)
Measure A	-	432,000	-	-	432,000	-
Total Special Revenue Funds	\$ 5,033,400	\$ 4,637,158	\$ -	\$ 5,605,657	\$ 587,000	\$ 3,477,901
Total All Funds	\$ 7,577,211	\$ 15,234,358	\$ 587,000	\$ 16,802,828	\$ 587,000	\$ 6,008,741

**City of Maywood
Summary of Revenues
General Fund Adopted Budget
Fiscal Year 2020-21**

	FY 18/19 Actuals	FY 19/20 Adopted Budget	FY19/20 Estimated Actuals	FY20/21 Adopted Budget
GENERAL FUND				
Taxes	\$ 5,209,867	\$ 4,886,200	\$ 4,708,431	\$ 5,640,000
Charges for Services	109,521	153,300	294,407	189,000
Fines & Forfeitures	442,695	418,000	324,648	277,500
Licenses & Permits	3,419,911	3,426,400	2,921,154	3,420,000
Leases & Concessions	80,406	61,400	66,853	68,400
Miscellaneous	370,349	188,200	88,073	152,300
Prop A Exchange	673,000	387,800	387,800	-
Retiree Pension Levy	1,136,079	950,000	793,186	850,000
Transfers In	148,747	659,400	-	587,000
Total General Fund	\$ 11,590,574	\$ 11,130,700	\$ 9,584,553	\$ 11,184,200



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**City of Maywood
Summary of Revenues
General Fund Adopted Budget
Fiscal Year 2020-2021**

	FY 18/19 Actuals	FY 19/20 Adopted Budget	FY19/20 Estimated Actuals	FY20/21 Adopted Budget
GENERAL FUND				
Taxes				
Franchise & Collectors Fee	\$ 251,366	\$ 165,000	\$ 56,268	\$ 165,000
Property Taxes	1,144,144	700,800	637,286	724,000
Utility User Tax	939,470	980,000	898,613	900,000
Transfer Tax (Real Estate)	25,414	25,000	18,452	15,000
Transient Occupancy Tax	64,248	60,000	59,199	60,000
Compliance Program Fee	-	45,000	-	-
Cannabis Sales Tax	879,012	1,200,000	1,529,326	2,000,000
Sales Tax Revenue	1,906,213	1,710,400	1,509,286	1,776,000
Total	\$ 5,209,867	\$ 4,886,200	\$ 4,708,431	\$ 5,640,000
Charges For Services				
All Other Charges For Services	\$ 1,035	\$ 3,400	\$ 1,338	\$ -
Rubbish Assessment	62,881	65,000	30,805	25,000
Plan Check Fees	24,816	25,900	61,091	35,000
Rents and Concessions	20,790	23,000	22,973	24,000
Total	\$ 109,521	\$ 117,300	\$ 116,207	\$ 84,000
Fines & Forfeitures				
Penalties: Apt & Bus Licenses	\$ 7,266	\$ 8,000	\$ 2,649	\$ 2,500
Impound Vehicle Release	-	-	-	-
SEMC: Court Collections (DMV)	125,271	120,000	108,419	100,000
Parking Citations	310,158	290,000	213,579	175,000
Total	\$ 442,695	\$ 418,000	\$ 324,648	\$ 277,500
Licenses & Permits				
Residential & Building Permits	\$ 36,746	\$ 47,000	\$ 41,227	\$ 40,000
Public Works Permit Fees	53,646	50,000	86,744	50,000
Temporary Parking Permits	-	-	-	-
Other Fees and Permits	42,988	46,400	48,967	30,000
Occupancy Permits	26,487	25,000	14,576	10,000
Building Permits	80,053	75,000	66,850	60,000
Cannabis	67,274	18,000	79,301	-
Compliance and Review Fees - Cannabis	-	36,000	178,200	105,000
Parking Permits	78,924	100,000	90,550	90,000
Apartment License	22,166	30,000	29,268	20,000
Business License	194,501	215,000	215,000	190,000
Vehicle License Fee-LA County	2,817,126	2,820,000	2,248,672	2,930,000
Total	\$ 3,419,911	\$ 3,462,400	\$ 3,099,354	\$ 3,525,000
Leases & Concessions				
Antenna Rent T-Mobile	\$ -	\$ -	\$ -	\$ -
Vending Machine Revenue	\$ 362	\$ -	\$ 311	\$ -
Leased City Property Revenue	80,044	61,400	66,542	68,400
Total	\$ 80,406	\$ 61,400	\$ 66,853	\$ 68,400
Miscellaneous				
Interest Income	\$ 28,193	\$ 116,000	\$ 64,500	\$ 120,000
Miscellaneous Revenues	198,966	64,900	11,716	25,000
Rebates & Insurance Claim Payments	79,539	-	11,857	-
Other (Recycle + ABx1 Reimbursement)	14,530	7,300	-	7,300
Street Fair Revenue	49,120	-	-	-
Trade of Prop A Funds	673,000	387,800	387,800	-
Total	\$ 1,043,349	\$ 576,000	\$ 475,873	\$ 152,300
Retiree Pension Levy				
Retiree Pension Levy	\$ 1,136,079	\$ 950,000	\$ 793,186	\$ 850,000
Total	\$ 1,136,079	\$ 950,000	\$ 793,186	\$ 850,000
Transfers In				
Transfers In	\$ 148,747	\$ 659,400	\$ -	\$ 587,000
Total	\$ 148,747	\$ 659,400	\$ -	\$ 587,000
Total General Fund	<u>\$ 11,590,574</u>	<u>\$ 11,130,700</u>	<u>\$ 9,584,553</u>	<u>\$ 11,184,200</u>

City of Maywood
Revenue Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
General Services				
01-614-00000-0000	4001 Reimbursements-Miscellaneous		3,384	
01-614-00000-0000	4010 Current Year Secured & Redemptions - Property Tax	235,927	205,952	246,300
01-614-00000-0000	4020 Current Year Unsecured - Property Tax	32,629	48,194	86,500
01-614-00000-0000	4030 Prior Secured & Unsecured - Property Tax	(3,808)	(9,785)	
01-614-00000-0000	4045 Residual Psroperty Tax	720,762	280,500	288,900
01-614-00000-0000	4070 Homeowner Exemptions	2,873	1,745	2,100
01-614-00000-0000	4090 Public Safety Augmentation-Prop 172	81,841	61,537	62,400
01-614-00000-0000	4099 Pass Through Payment	73,921	45,760	37,800
01-614-00000-0000	4100 Sales Tax	1,906,213	1,509,286	1,776,000
01-614-00000-0000	4130 Transient Occupancy Tax	64,248	59,199	60,000
01-614-00000-0000	4140 Utility Users Tax	939,470	898,613	900,000
01-614-00000-0000	4150 Franchise Fees	190,146	56,268	165,000
01-614-00000-0000	4155 Collector Fees	61,221		
01-614-00000-0000	4160 Transfer Tax (Real Estate)	25,414	18,452	15,000
01-614-00000-0000	4237 Comm'l Cannabis Qtrly Production Fee	263,585	-	
01-614-00000-0000	4238 Cannabis Sales Tax	615,427	1,529,326	2,000,000
	Subtotal Taxes	5,209,867	4,708,431	5,640,000
01-614-00000-0000	4170 Business License	194,501	215,000	190,000
01-614-00000-0000	4171 SB1186 Fee	5,617	7,337	7,600
01-614-00000-0000	4172 License Processing Fee	3,473	2,093	5,000
01-645-02000-0000	4172 License Processing Fee			
01-614-00000-0000	4175 Tobacco Retailers License Fees	288	265	500
01-645-02000-0000	4182 Public Works Permit Fees	53,646	86,744	50,000

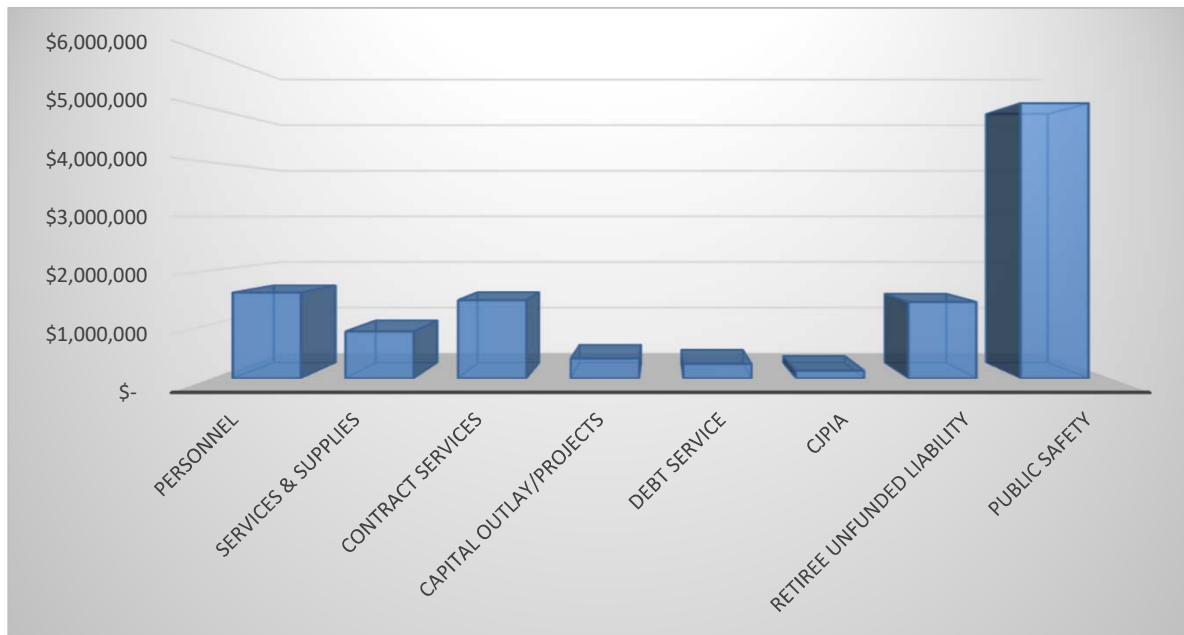
01-614-00000-0000	4190 Apartment License	22,166	29,268	20,000
01-614-00000-0000	4199 Temporary Parking Permits			
01-614-00000-0000	4200 Parking Permits	78,924	90,550	90,000
01-645-02000-0000	4211 C&D Waste Div Plan Fee-Diversion Deposit	7,000	16,278	
01-645-02000-0000	4212 C&D Waste Div Plan Fee-Admin Fee	650	1,073	
01-645-02000-0000	4215 Fireworks Application Fee/Sales	745	-	900
01-614-00000-0000	4220 Building Permits	821	66,850	
01-645-02000-0000	4220 Building Permits	79,232		60,000
01-645-02000-0000	4221 Conditional/Land Use Permits	20,287	26,432	22,500
01-645-02000-0000	4225 Plumbing Permits	7,729	5,518	7,200
01-614-00000-0000	4230 Electrical Permit		9,278	
01-645-02000-0000	4230 Electrical Permit	8,730		10,300
01-645-02000-0000	4231 CommL Cannabis Application	31,192	5,286	
01-645-02000-0000	4232 CommL Cannabis Background Check	2,545	300	
01-645-02000-0000	4233 CommL Cannabis Zoning Verif Letter	1,833		
01-645-02000-0000	4234 CommL Cannabis Initial Ranking	6,904	1,295	
01-645-02000-0000	4235 CommL Cannabis Second Ranking	14,000	31,500	
01-645-02000-0000	4236 CommL Cannabis Final Approval	10,800	19,800	
01-614-00000-0000	4240 Mechanical Permits		6,937	
01-645-02000-0000	4240 Mechanical Permits	6,698		5,000
01-645-02000-0000	4242 CommL Cannabis Renewal Fees		178,200	105,000
01-645-02000-0000	4243 CommL Cannabis Employee/Owner Background Renewal		1,650	
01-645-02000-0000	4244 CommL Cannabis Employee/owner Background First Time		19,470	
01-645-02000-0000	4245 Miscellaneous Permits	5,913	5,173	2,500
01-614-00000-0000	4250 Occupancy Permits	1,117		
01-645-02000-0000	4250 Occupancy Permits	25,370	14,576	10,000
01-645-02000-0000	4253 Pre-Sale Property Report Fee	4,780	4,125	3,500
01-614-00000-0000	4255 Garage Sale Permits	3,555	5,828	2,500
01-614-00000-0000	4325 Vehicle License Fee	2,817,126	2,248,672	2,930,000
01-614-00000-0000	4481 Baseball Field Permits	-		
01-681-03000-0000	4481 Baseball Field Permits	4,270	(140)	2,500
Subtotal Licenses and Permits		3,419,911	3,099,354	3,525,000
01-614-00000-000	4195 Penalties: Apt. & Bus License	7,266	2,649	2,500
01-614-00000-000	4260 Parking Cites	310,158	213,579	175,000

01-645-02000-0000	4260 Parking Cites				
01-614-00000-0000	4265 SEMC: Court Collections	125,271	108,419	100,000	
	Subtotal Fines & Forfeitures	442,695	324,648	277,500	
01-614-00000-0000	4320 Leased Property - Rental Income	80,044	66,542	68,400	
01-614-00000-0000	4470 Impound Vehicle Release				
01-614-00000-0000	4480 Vending Machine Revenue	362	311		
	Subtotal Use of Money & Property	80,406	66,853	68,400	
01-614-00000-0000	4330 Motor Vehicle License Tax				
01-614-00000-0000	4380 County Grants	167,104			
01-614-00000-0000	4450 Reimbursable Revenue - State				
	Subtotal Intergovernmental	167,104	-	-	
01-614-00000-0000	4040 Rubbish Assessment	62,881	30,805	25,000	
01-614-00000-0000	4310 Rents & Concessions	20,790	22,973	24,000	
01-614-00000-0000	4430 Copies, Maps, Gen, Plans, Etc	116	132		
01-645-02000-0000	4435 Plan Check Fees	24,816	61,091	35,000	
01-645-02000-0000	4445 Plans and Specs Sale	919	1,206		
01-614-00000-0000	4485 Boxing Club				
	Subtotal Charges for Svcs	109,521	116,207	84,000	
01-614-00000-0000	4001 Reimbursements - Miscellaneous	15,400	3,384		
01-614-00000-0000	4125 Legal or Settlement Fees		-		
01-614-00000-0000	4360 Exchange Funds	673,000	387,800		
01-614-00000-0000	4300 Interest Income	28,193	64,500	120,000	
01-614-00000-0000	4353 ABx1 Reimbursement			7,300	
01-614-00000-0000	4451 Resource Recycling & Recovery	14,530	-		
01-681-03000-0000	4482 Community Programs Contribution RS	1,400	-		
01-614-00000-0000	4488 Donations		-		
01-681-03000-0000	4488 Donations		-		
01-614-00000-0000	4500 Miscellaneous Revenue	11,041	5,308	25,000	
01-681-03000-0000	4500 Miscellaneous Revenue		-		
01-614-00000-0000	4502 Street Fair Presale - Gross	49,120	-		
01-614-00000-0000	4504 Street Fair Revenue		-		

01-614-00000-0000	4520 Insurance Refund	-		
01-614-00000-0000	4538 LAUSD SRHS #8 Revenue	-		
01-614-00000-0000	4540 Refunds & Overpayments	4,021	2,955	
01-614-00000-0000	4545 Over/Short	0	70	
01-614-00000-0000	4650 Rebates & Insurance Claim Payments	79,539	11,857	
	Subtotal Other Revenue	876,245	475,873	152,300
14-614-01000-0000	4075 Pension Taxes	1,136,079	793,186	850,000
	Retiree Pension Levy	1,136,079	793,186	850,000
01-614-01000-0000	4800 Transfer in and Out Between Accounts	148,747		587,000
	Subtotal Transfers In	148,747	-	587,000
	Total Revenues	11,590,574	9,584,553	11,184,200

**City of Maywood
Summary of Expenditures
General Fund Adopted Budget
Fiscal Year 2020-21**

	<u>FY 18/19 Actuals</u>	<u>FY 19/20 Estimated Actuals</u>	<u>FY 20/21 Adopted Budget</u>
GENERAL FUND			
Personnel	\$ 1,366,803	\$ 1,420,635	\$ 1,588,370
Services & Supplies	558,780	1,037,249	869,160
Contract Services	2,269,347	1,415,561	1,448,645
Capital Outlay/Projects	484,928	41,473	368,720
Debt Service	265,265	264,316	267,650
CJPIA	144,000	144,000	144,000
Retiree Unfunded Liability	1,591,483	1,325,765	1,416,132
Public Safety	4,582,414	4,050,292	5,094,494
Total General Fund	<u>\$ 11,263,021</u>	<u>\$ 9,699,291</u>	<u>\$ 11,197,171</u>



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**City of Maywood
Summary of Expenditures
General Fund Adopted Budget
Fiscal Year 2020-21**

	<u>FY18/19 Actuals</u>	<u>FY19/20 Adopted Budget</u>	<u>FY19/20 Estimated Actuals</u>	<u>FY20/21 Adopted Budget</u>
City Council				
Personnel	\$ 123,792	\$ 126,600	\$ 129,019	\$ 124,931
Services & Supplies	3,414	44,200	2,527	21,500
Contract Services	500	500	-	-
Total	<u>\$ 127,706</u>	<u>\$ 171,300</u>	<u>\$ 131,547</u>	<u>\$ 146,431</u>
City Administration				
Personnel	\$ -	\$ -	\$ 220,636	\$ 334,896
Services & Supplies	-	-	-	-
Contract Services	-	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 220,636</u>	<u>\$ 334,896</u>
Finance				
Personnel	\$ -	\$ -	\$ 506,128	\$ 428,531
Services & Supplies	-	-	-	-
Contract Services	-	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 506,128</u>	<u>\$ 428,531</u>
General Government				
Personnel	\$ 706,838	\$ 820,700	\$ 62,359	\$ 53,775
Retiree Health	100,546	106,800	99,798	110,000
Services & Supplies	240,538	174,800	354,916	361,500
Contract Services	773,146	421,900	454,442	514,320
Legal	627,451	365,000	715,389	350,000
Capital Equipment	21,617	8,500	4,744	1,000
Debt Service (Bonds 2008)	249,395	253,500	248,642	253,750
CJPIA	144,000	144,000	144,000	144,000
Public Safety	\$ 4,582,414	\$ 4,856,100	\$ 4,050,292	\$ 5,094,494
Total	<u>\$ 7,445,945</u>	<u>\$ 7,151,300</u>	<u>\$ 6,134,582</u>	<u>\$ 6,882,839</u>
Building and Planning				
Personnel	\$ 272,950	\$ 161,200	\$ 239,160	\$ 436,021
Services & Supplies	45,181	109,400	156,113	96,895
Contract Services	551,679	99,300	432,727	192,045
Capital Equipment	-	-	-	-
Total	<u>\$ 869,810</u>	<u>\$ 369,900</u>	<u>\$ 828,000</u>	<u>\$ 724,961</u>
Public Works				
Personnel			\$ 20,196	\$ 39,517
Services & Supplies			\$ 32,413	\$ 462,750
Contract Services			\$ 43,220	\$ 305,000
Capital Equipment	\$ -	\$ -	\$ -	\$ -
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 95,829</u>	<u>\$ 807,267</u>
Community Services				
Personnel	\$ 162,805	\$ 317,200	\$ 143,098	\$ 58,014
Community Benefit Fund	4,774	75,000	18,395	75,000
Services & Supplies	258,912	183,100	210,668	213,100
Contract Services	801,587	548,500	84,643	110,000
Total	<u>\$ 1,228,078</u>	<u>\$ 1,123,800</u>	<u>\$ 456,804</u>	<u>\$ 456,114</u>
Retiree Pension				
PERS- Unfunded Liability Police and Misc	\$ 1,591,483	\$ 1,325,400	\$ 1,325,765	\$ 1,416,132
Total General Fund	<u><u>\$ 11,263,021</u></u>	<u><u>\$ 10,141,700</u></u>	<u><u>\$ 9,699,291</u></u>	<u><u>\$ 11,197,171</u></u>

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
General Services			1,875,198	2,169,343	2,543,811
		Beginning Fund Balance			
01-601-01000-0000	5000	City Council/Elected & Appointed/Stipend	43,191	43,191	43,549
01-601-01000-0000	5025	City Council/Elected & Appointed/Miscellaneous Expens	459	180	200
01-601-01000-0000	5120	City Council/Elected & Appointed/Office Supplies	88	976	1,000
01-601-01000-0000	5150	City Council/Elected & Appointed/Medicare Expense	669	639	632
01-601-01000-0000	5151	City Council/Elected & Appointed/Social Security	292	422	400
01-601-01000-0000	5271	City Council/Elected & Appointed/Membership Dues		450	300
01-601-01000-0000	5290	City Council/Elected & Appointed/Meetings, Mileage, & Conferences	3,977	922	20,000
01-601-01000-0000	5335	City Council/Elected & Appointed/Phone Stipend	2,907	2,741	2,880
01-601-01000-0000	5410	City Council/Elected & Appointed/Public Notices	(1,260)	-	-
01-601-01000-0000	5432	City Council/Elected & Appointed/Professional Services	500	-	-
01-601-01000-0000	5470	City Council/Elected & Appointed/Group Insurance	73,905	79,574	74,618
01-601-01000-0000	5500	City Council/Elected & Appointed/P.E.R.S. Expense	2,828	2,452	2,852
01-601-01000-0000	5930	City Council/Elected & Appointed/Furniture & Fixtures	151	-	-
		Subtotal City Council	127,706	131,547	146,431
01-602-01000-0000	5001	City Administration/Administration/Salaries		173,272	248,220
01-602-01000-0000	5150	City Administration/Administration/Medicare Expense		2,521	3,600
01-602-01000-0000	5335	City Administration/Administration/Phone Stipend		647	660
01-602-01000-0000	5470	City Administration/Administration/Group Insurance		19,703	48,763
01-602-01000-0000	5500	City Administration/Administration/P.E.R.S. Expense		24,494	33,653
		Subtotal City Administration	-	220,636	334,896
01-604-01000-0000	5001	Finance/Administration/Salaries		356,385	306,957
01-604-01000-0000	5150	Finance/Administration/Medicare Expense		5,166	4,451
01-604-01000-0000	5151	Finance/Administration/Social Security		128	-
01-604-01000-0000	5470	Finance/Administration/Group Insurance		118,923	90,491
01-604-01000-0000	5500	Finance/Administration/P.E.R.S. Expense		25,525	26,632
		Subtotal Finance	-	506,128	428,531
01-614-01000-0000	5001	General Government Svc/Administration/Salaries		-	-
01-614-01000-0000	5004	General Government Svc/Administration/Hourly	352,647	-	-
			110,462	-	-

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5016	General Government Svc/Administration/Decoration & Flag Hanging		-	-
01-614-01000-0000	5019	General Government Svc/Administration/Building Repairs & Maintenance		-	-
01-614-01000-0000	5025	General Government Svc/Administration/Miscellaneous Expense	15,986	5,377	-
01-614-01000-0000	5026	General Government Svc/Administration/Miscellaneous Bank Fees	14,174	21,312	20,000
01-614-01000-0000	5027	General Government Svc/Administration/Street Fair Expense		-	-
01-614-01000-0000	5028	General Government Svc/Administration/Community Food Distribution		-	-
01-614-01000-0000	5031	General Government Svc/Administration/Fees&Fines	32,712	1,013	-
01-614-01000-0000	5040	General Government Svc/Administration/Planning Commission Stipend		-	-
01-614-01000-0000	5100	General Government Svc/Administration/Custodial Supplies	73	2,172	7,000
01-614-01000-0000	5120	General Government Svc/Administration/Office Supplies	25,141	31,879	20,000
01-614-01000-0000	5125	General Government Svc/Administration/Computer Software	20,821	36,801	20,000
01-614-01000-0000	5135	General Government Svc/Administration/Information Technology	35,363	36,728	67,720
01-614-01000-0000	5141	General Government Svc/Administration/New Recruit Expense	150	275	275
01-614-01000-0000	5150	General Government Svc/Administration/Medicare Expense	6,892	-	-
01-614-01000-0000	5151	General Government Svc/Administration/Social Security	1,178	-	-
01-614-01000-0000	5200	General Government Svc/Administration/Municipal Code Svc	900	11,380	9,300
01-614-01000-0000	5210	General Government Svc/Administration/Postage & Freight	4,394	13,531	14,000
01-614-01000-0000	5220	General Government Svc/Administration/Governmental Purpose		-	-
01-614-01000-0000	5237	General Government Svc/Administration/Community Benefit Fund	3,100	-	-
01-614-01000-0000	5260	General Government Svc/Administration/Safety Equipment		-	-
01-614-01000-0000	5265	General Government Svc/Administration/Books	38	-	-
01-614-01000-0000	5270	General Government Svc/Administration/Dues & Subscriptions	5,733	2,749	2,000
01-614-01000-0000	5271	General Government Svc/Administration/Membership Dues	27,487	23,925	24,000
01-614-01000-0000	5290	General Government Svc/Administration/Meetings, Mileage, & Conferences	14,722	20,645	15,000
01-614-01000-0000	5294	General Government Svc/Administration/Code Enforcement		-	-
01-614-01000-0000	5296	General Government Svc/Administration/Public Safety Service	4,582,414	4,050,292	5,094,494
01-614-01000-0000	5305	General Government Svc/Administration/Elections	28,853	-	80,000
01-614-01000-0000	5310	General Government Svc/Administration/Electricity Services	72	-	-
01-614-01000-0000	5320	General Government Svc/Administration/Water Service		-	-
01-614-01000-0000	5330	General Government Svc/Administration/Telephone Svc/Internet	14,925	17,344	14,500
01-614-01000-0000	5333	General Government Svc/Administration/Emergency Svc		-	-
01-614-01000-0000	5335	General Government Svc/Administration/Phone Stipend	305	-	-
01-614-01000-0000	5370	General Government Svc/Administration/Gas/Car Wash		-	-

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5380	General Government Svc/Administration/Equipment Repairs (Non-Auto)		445	-
01-614-01000-0000	5390	General Government Svc/Administration/Public Relations	20,648	-	-
01-614-01000-0000	5405	General Government Svc/Administration/Legal Services	605,251	366,764	350,000
01-614-01000-0000	5410	General Government Svc/Administration/Public Notices	4,044	-	-
01-614-01000-0000	5430	General Government Svc/Administration/Contractual Services	284,501	93,885	195,000
01-614-01000-0000	5432	General Government Svc/Administration/Professional Services	155,558	7,725	-
01-614-01000-0000	5434	General Government Svc/Administration/Temp Services	42,974	96,103	25,000
01-614-01000-0000	5450	General Government Svc/Administration/Workers Compensation	27,991	37,101	43,500
01-614-01000-0000	5455	General Government Svc/Administration/Unemployment Insurance	11,113	9,444	10,000
01-614-01000-0000	5460	General Government Svc/Administration/Public Liability Insurance	225,102	220,000	226,600
01-614-01000-0000	5470	General Government Svc/Administration/Group Insurance	152,481	15,539	-
01-614-01000-0000	5471	General Government Svc/Administration/Retiree Benefits			110,000
01-614-01000-0000	5472	General Government Svc/Administration/Medical Reimbursements	100,546	99,798	-
01-614-01000-0000	5490	General Government Svc/Administration/Audit Expense	495	70,493	45,000
01-614-01000-0000	5500	General Government Svc/Administration/P.E.R.S. Expense	41,013	-	-
01-614-01000-0000	5538	General Government Svc/Administration/LAUSD SRHR #8 Exepnse		-	-
01-614-01000-0000	5560	General Government Svc/Administration/Building Repairs & Maintenance	507	-	-
01-614-01000-0000	5615	General Government Svc/Administration/Outside Services	3,250	-	-
01-614-01000-0000	5630	General Government Svc/Administration/Dump Charges		72,075	69,300
01-614-01000-0000	5645	General Government Svc/Administration/Communication Equipment		-	-
01-614-01000-0000	5650	General Government Svc/Administration/Fingerprinting	127	-	-
01-614-01000-0000	5670	General Government Svc/Administration/Uniform Allowance	1,143	-	-
01-614-01000-0000	5710	General Government Svc/Administration/Pre-Employment Cost	1,335	-	-
01-614-01000-0000	5751	General Government Svc/Administration/Lease Fees & Charges	5,384	8,101	7,500
01-614-01000-0000	5770	General Government Svc/Administration/Lease Payments	15,871	15,674	13,900
01-614-01000-0000	5795	General Government Svc/Administration/Settlements	22,200	348,625	-
01-614-01000-0000	5920	General Government Svc/Administration/Office Equipment	5,289	4,632	1,000
01-614-01000-0000	5930	General Government Svc/Administration/Furniture&Fixtures	1,900	-	-
01-614-01000-0000	5950	General Government Svc/Administration/Machinery & Equipment	14,428	113	-
01-614-01000-0000	5955	General Government Svc/Administration/Autos & Truck Repairs & Maintenance	(152)	-	-
01-614-01000-0000	5958	General Government Svc/Administration/CJPIA Installment Payment	144,000	144,000	144,000
01-614-01000-0000	5960	General Government Svc/Administration/Debt Service - Principal	58,051	62,828	70,000
01-614-01000-0000	5960	General Government Svc/Administration/Debt Service - Interest Expense	191,343	185,814	183,750

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
General Services			1,875,198	2,169,343	2,543,811
		Beginning Fund Balance			
01-601-01000-0000	5000	City Council/Elected & Appointed/Stipend	43,191	43,191	43,549
01-601-01000-0000	5025	City Council/Elected & Appointed/Miscellaneous Expens	459	180	200
01-601-01000-0000	5120	City Council/Elected & Appointed/Office Supplies	88	976	1,000
01-601-01000-0000	5150	City Council/Elected & Appointed/Medicare Expense	669	639	632
01-601-01000-0000	5151	City Council/Elected & Appointed/Social Security	292	422	400
01-601-01000-0000	5271	City Council/Elected & Appointed/Membership Dues		450	300
01-601-01000-0000	5290	City Council/Elected & Appointed/Meetings, Mileage, & Conferences	3,977	922	20,000
01-601-01000-0000	5335	City Council/Elected & Appointed/Phone Stipend	2,907	2,741	2,880
01-601-01000-0000	5410	City Council/Elected & Appointed/Public Notices	(1,260)	-	-
01-601-01000-0000	5432	City Council/Elected & Appointed/Professional Services	500	-	-
01-601-01000-0000	5470	City Council/Elected & Appointed/Group Insurance	73,905	79,574	74,618
01-601-01000-0000	5500	City Council/Elected & Appointed/P.E.R.S. Expense	2,828	2,452	2,852
01-601-01000-0000	5930	City Council/Elected & Appointed/Furniture & Fixtures	151	-	-
		Subtotal City Council	127,706	131,547	146,431
01-602-01000-0000	5001	City Administration/Administration/Salaries		173,272	248,220
01-602-01000-0000	5150	City Administration/Administration/Medicare Expense		2,521	3,600
01-602-01000-0000	5335	City Administration/Administration/Phone Stipend		647	660
01-602-01000-0000	5470	City Administration/Administration/Group Insurance		19,703	48,763
01-602-01000-0000	5500	City Administration/Administration/P.E.R.S Expense		24,494	33,653
		Subtotal City Administration	-	220,636	334,896
01-604-01000-0000	5001	Finance/Administration/Salaries		356,385	306,957
01-604-01000-0000	5150	Finance/Administration/Medicare Expense		5,166	4,451
01-604-01000-0000	5151	Finance/Administration/Social Security		128	-
01-604-01000-0000	5470	Finance/Administration/Group Insurance		118,923	90,491
01-604-01000-0000	5500	Finance/Administration/P.E.R.S. Expense		25,525	26,632
		Subtotal Finance	-	506,128	428,531
01-614-01000-0000	5001	General Government Svc/Administration/Salaries		-	-
01-614-01000-0000	5004	General Government Svc/Administration/Hourly	352,647	-	-
			110,462	-	-

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5016	General Government Svc/Administration/Decoration & Flag Hanging		-	-
01-614-01000-0000	5019	General Government Svc/Administration/Building Repairs & Maintenance		-	-
01-614-01000-0000	5025	General Government Svc/Administration/Miscellaneous Expense	15,986	5,377	-
01-614-01000-0000	5026	General Government Svc/Administration/Miscellaneous Bank Fees	14,174	21,312	20,000
01-614-01000-0000	5027	General Government Svc/Administration/Street Fair Expense		-	-
01-614-01000-0000	5028	General Government Svc/Administration/Community Food Distribution		-	-
01-614-01000-0000	5031	General Government Svc/Administration/Fees&Fines	32,712	1,013	-
01-614-01000-0000	5040	General Government Svc/Administration/Planning Commission Stipend		-	-
01-614-01000-0000	5100	General Government Svc/Administration/Custodial Supplies	73	2,172	7,000
01-614-01000-0000	5120	General Government Svc/Administration/Office Supplies	25,141	31,879	20,000
01-614-01000-0000	5125	General Government Svc/Administration/Computer Software	20,821	36,801	20,000
01-614-01000-0000	5135	General Government Svc/Administration/Information Technology	35,363	36,728	67,720
01-614-01000-0000	5141	General Government Svc/Administration/New Recruit Expense	150	275	275
01-614-01000-0000	5150	General Government Svc/Administration/Medicare Expense	6,892	-	-
01-614-01000-0000	5151	General Government Svc/Administration/Social Security	1,178	-	-
01-614-01000-0000	5200	General Government Svc/Administration/Municipal Code Svc	900	11,380	9,300
01-614-01000-0000	5210	General Government Svc/Administration/Postage & Freight	4,394	13,531	14,000
01-614-01000-0000	5220	General Government Svc/Administration/Governmental Purpose		-	-
01-614-01000-0000	5237	General Government Svc/Administration/Community Benefit Fund	3,100	-	-
01-614-01000-0000	5260	General Government Svc/Administration/Safety Equipment		-	-
01-614-01000-0000	5265	General Government Svc/Administration/Books	38	-	-
01-614-01000-0000	5270	General Government Svc/Administration/Dues & Subscriptions	5,733	2,749	2,000
01-614-01000-0000	5271	General Government Svc/Administration/Membership Dues	27,487	23,925	24,000
01-614-01000-0000	5290	General Government Svc/Administration/Meetings, Mileage, & Conferences	14,722	20,645	15,000
01-614-01000-0000	5294	General Government Svc/Administration/Code Enforcement		-	-
01-614-01000-0000	5296	General Government Svc/Administration/Public Safety Service	4,582,414	4,050,292	5,094,494
01-614-01000-0000	5305	General Government Svc/Administration/Elections	28,853	-	80,000
01-614-01000-0000	5310	General Government Svc/Administration/Electricity Services	72	-	-
01-614-01000-0000	5320	General Government Svc/Administration/Water Service		-	-
01-614-01000-0000	5330	General Government Svc/Administration/Telephone Svc/Internet	14,925	17,344	14,500
01-614-01000-0000	5333	General Government Svc/Administration/Emergency Svc		-	-
01-614-01000-0000	5335	General Government Svc/Administration/Phone Stipend	305	-	-
01-614-01000-0000	5370	General Government Svc/Administration/Gas/Car Wash		-	-

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5380	General Government Svc/Administration/Equipment Repairs (Non-Auto)		445	-
01-614-01000-0000	5390	General Government Svc/Administration/Public Relations	20,648	-	-
01-614-01000-0000	5405	General Government Svc/Administration/Legal Services	605,251	366,764	350,000
01-614-01000-0000	5410	General Government Svc/Administration/Public Notices	4,044	-	-
01-614-01000-0000	5430	General Government Svc/Administration/Contractual Services	284,501	93,885	195,000
01-614-01000-0000	5432	General Government Svc/Administration/Professional Services	155,558	7,725	-
01-614-01000-0000	5434	General Government Svc/Administration/Temp Services	42,974	96,103	25,000
01-614-01000-0000	5450	General Government Svc/Administration/Workers Compensation	27,991	37,101	43,500
01-614-01000-0000	5455	General Government Svc/Administration/Unemployment Insurance	11,113	9,444	10,000
01-614-01000-0000	5460	General Government Svc/Administration/Public Liability Insurance	225,102	220,000	226,600
01-614-01000-0000	5470	General Government Svc/Administration/Group Insurance	152,481	15,539	-
01-614-01000-0000	5471	General Government Svc/Administration/Retiree Benefits			110,000
01-614-01000-0000	5472	General Government Svc/Administration/Medical Reimbursements	100,546	99,798	-
01-614-01000-0000	5490	General Government Svc/Administration/Audit Expense	495	70,493	45,000
01-614-01000-0000	5500	General Government Svc/Administration/P.E.R.S. Expense	41,013	-	-
01-614-01000-0000	5538	General Government Svc/Administration/LAUSD SRHR #8 Exepnse		-	-
01-614-01000-0000	5560	General Government Svc/Administration/Building Repairs & Maintenance	507	-	-
01-614-01000-0000	5615	General Government Svc/Administration/Outside Services	3,250	-	-
01-614-01000-0000	5630	General Government Svc/Administration/Dump Charges		72,075	69,300
01-614-01000-0000	5645	General Government Svc/Administration/Communication Equipment		-	-
01-614-01000-0000	5650	General Government Svc/Administration/Fingerprinting	127	-	-
01-614-01000-0000	5670	General Government Svc/Administration/Uniform Allowance	1,143	-	-
01-614-01000-0000	5710	General Government Svc/Administration/Pre-Employment Cost	1,335	-	-
01-614-01000-0000	5751	General Government Svc/Administration/Process Fees & Charges	5,384	8,101	7,500
01-614-01000-0000	5770	General Government Svc/Administration/Lease Payments	15,871	15,674	13,900
01-614-01000-0000	5795	General Government Svc/Administration/Settlements	22,200	348,625	-
01-614-01000-0000	5920	General Government Svc/Administration/Office Equipment	5,289	4,632	1,000
01-614-01000-0000	5930	General Government Svc/Administration/Furniture&Fixtures	1,900	-	-
01-614-01000-0000	5950	General Government Svc/Administration/Machinery & Equipment	14,428	113	-
01-614-01000-0000	5955	General Government Svc/Administration/Autos & Truck Repairs & Maintenance	(152)	-	-
01-614-01000-0000	5958	General Government Svc/Administration/CJPIA Installment Payment	144,000	144,000	144,000
01-614-01000-0000	5960	General Government Svc/Administration/Debt Service - Principal	58,051	62,828	70,000
01-614-01000-0000	5960	General Government Svc/Administration/Debt Service - Interest Expense	191,343	185,814	183,750

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
General Services			1,875,198	2,169,343	2,543,811
		Beginning Fund Balance			
01-601-01000-0000	5000	City Council/Elected & Appointed/Stipend	43,191	43,191	43,549
01-601-01000-0000	5025	City Council/Elected & Appointed/Miscellaneous Expens	459	180	200
01-601-01000-0000	5120	City Council/Elected & Appointed/Office Supplies	88	976	1,000
01-601-01000-0000	5150	City Council/Elected & Appointed/Medicare Expense	669	639	632
01-601-01000-0000	5151	City Council/Elected & Appointed/Social Security	292	422	400
01-601-01000-0000	5271	City Council/Elected & Appointed/Membership Dues		450	300
01-601-01000-0000	5290	City Council/Elected & Appointed/Meetings, Mileage, & Conferences	3,977	922	20,000
01-601-01000-0000	5335	City Council/Elected & Appointed/Phone Stipend	2,907	2,741	2,880
01-601-01000-0000	5410	City Council/Elected & Appointed/Public Notices	(1,260)	-	-
01-601-01000-0000	5432	City Council/Elected & Appointed/Professional Services	500	-	-
01-601-01000-0000	5470	City Council/Elected & Appointed/Group Insurance	73,905	79,574	74,618
01-601-01000-0000	5500	City Council/Elected & Appointed/P.E.R.S. Expense	2,828	2,452	2,852
01-601-01000-0000	5930	City Council/Elected & Appointed/Furniture & Fixtures	151	-	-
		Subtotal City Council	127,706	131,547	146,431
01-602-01000-0000	5001	City Administration/Administration/Salaries		173,272	248,220
01-602-01000-0000	5150	City Administration/Administration/Medicare Expense		2,521	3,600
01-602-01000-0000	5335	City Administration/Administration/Phone Stipend		647	660
01-602-01000-0000	5470	City Administration/Administration/Group Insurance		19,703	48,763
01-602-01000-0000	5500	City Administration/Administration/P.E.R.S. Expense		24,494	33,653
		Subtotal City Administration	-	220,636	334,896
01-604-01000-0000	5001	Finance/Administration/Salaries		356,385	306,957
01-604-01000-0000	5150	Finance/Administration/Medicare Expense		5,166	4,451
01-604-01000-0000	5151	Finance/Administration/Social Security		128	-
01-604-01000-0000	5470	Finance/Administration/Group Insurance		118,923	90,491
01-604-01000-0000	5500	Finance/Administration/P.E.R.S. Expense		25,525	26,632
		Subtotal Finance	-	506,128	428,531
01-614-01000-0000	5001	General Government Svc/Administration/Salaries		-	-
01-614-01000-0000	5004	General Government Svc/Administration/Hourly	352,647	-	-
			110,462	-	-

City of Maywood
Expenditure Details
General Fund Adopted Budget
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PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5978	General Government Svc/Administration/Community Events	2,009	-	-
01-614-01000-0000	5980	General Government Svc/Administration/Pension Unfunded Liability Payment			
01-614-01000-0000	6000	General Government Svc/Administration/Projects	9,000	-	-
		Subtotal General Government Services	7,445,945	6,134,582	6,882,839
01-645-02000-0000	5001	Comm Dev/Building and Planning/Salaries	205,942	188,138	319,923
01-645-02000-0000	5004	Comm Dev/Building and Planning/Hourly	8,454	-	-
01-645-02000-0000	5020	Comm Dev/Building and Planning/Street Light Maintenance		-	-
01-645-02000-0000	5023	Comm Dev/Building and Planning/Emergency Clean Up		2,670	5,000
01-645-02000-0000	5025	Comm Dev/Building and Planning/Miscellaneous Expense	175	582	-
01-645-02000-0000	5040	Comm Dev/Building and Planning/Planning Commission Stipend	2,450	2,115	3,900
01-645-02000-0000	5120	Comm Dev/Building and Planning/Office Supplies		212	1,500
01-645-02000-0000	5121	Comm Dev/Building and Planning/Public Works Materials	393	4,220	-
01-645-02000-0000	5125	Comm Dev/Building and Planning/Computer Software	2,444	7,134	5,500
01-645-02000-0000	5150	Comm Dev/Building and Planning/Medicare Expense	3,104	2,901	4,639
01-645-02000-0000	5151	Comm Dev/Building and Planning/Social Security	188	-	-
01-645-02000-0000	5210	Comm Dev/Building and Planning/Postage & Freight	26	124	-
01-645-02000-0000	5235	Comm Dev/Building and Planning/Cannabis Management Program -HDL		-	-
01-645-02000-0000	5237	Comm Dev/Building and Planning/Community Benefit Fund	17,411	-	-
01-645-02000-0000	5270	Comm Dev/Building and Planning/Dues & Subscriptions	35	-	-
01-645-02000-0000	5271	Comm Dev/Building and Planning/Membership Dues	-	65,838	35,635
01-645-02000-0000	5290	Comm Dev/Building and Planning/Meetings, Mileage, & Conferences	680	3,771	5,000
01-645-02000-0000	5294	Comm Dev/Building and Planning/Code Enforcement	588	891	700
01-645-02000-0000	5310	Comm Dev/Building and Planning/Electricity Services		-	-
01-645-02000-0000	5335	Comm Dev/Building and Planning/Phone Stipend	178	609	660
01-645-02000-0000	5370	Comm Dev/Building and Planning/Car Wash	75	5,773	-
01-645-02000-0000	5405	Comm Dev/Building and Planning/Legal Services			
01-645-02000-0000	5410	Comm Dev/Building and Planning/Public Notices	15,672	46,118	35,000
01-645-02000-0000	5430	Comm Dev/Building and Planning/Contractual Service	452,523	432,727	192,045
01-645-02000-0000	5432	Comm Dev/Building and Planning/Professional Services	99,156	-	-
01-645-02000-0000	5434	Comm Dev/Building and Planning/Temp Services		-	-
01-645-02000-0000	5470	Comm Dev/Building and Planning/Group Insurance	30,248	22,098	75,399
01-645-02000-0000	5500	Comm Dev/Building and Planning/P.E.R.S Expense	25,015	24,178	35,060

City of Maywood
Expenditure Details
General Fund Adopted Budget
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PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
General Services			1,875,198	2,169,343	2,543,811
		Beginning Fund Balance			
01-601-01000-0000	5000	City Council/Elected & Appointed/Stipend	43,191	43,191	43,549
01-601-01000-0000	5025	City Council/Elected & Appointed/Miscellaneous Expens	459	180	200
01-601-01000-0000	5120	City Council/Elected & Appointed/Office Supplies	88	976	1,000
01-601-01000-0000	5150	City Council/Elected & Appointed/Medicare Expense	669	639	632
01-601-01000-0000	5151	City Council/Elected & Appointed/Social Security	292	422	400
01-601-01000-0000	5271	City Council/Elected & Appointed/Membership Dues		450	300
01-601-01000-0000	5290	City Council/Elected & Appointed/Meetings, Mileage, & Conferences	3,977	922	20,000
01-601-01000-0000	5335	City Council/Elected & Appointed/Phone Stipend	2,907	2,741	2,880
01-601-01000-0000	5410	City Council/Elected & Appointed/Public Notices	(1,260)	-	-
01-601-01000-0000	5432	City Council/Elected & Appointed/Professional Services	500	-	-
01-601-01000-0000	5470	City Council/Elected & Appointed/Group Insurance	73,905	79,574	74,618
01-601-01000-0000	5500	City Council/Elected & Appointed/P.E.R.S. Expense	2,828	2,452	2,852
01-601-01000-0000	5930	City Council/Elected & Appointed/Furniture & Fixtures	151	-	-
		Subtotal City Council	127,706	131,547	146,431
01-602-01000-0000	5001	City Administration/Administration/Salaries		173,272	248,220
01-602-01000-0000	5150	City Administration/Administration/Medicare Expense		2,521	3,600
01-602-01000-0000	5335	City Administration/Administration/Phone Stipend		647	660
01-602-01000-0000	5470	City Administration/Administration/Group Insurance		19,703	48,763
01-602-01000-0000	5500	City Administration/Administration/P.E.R.S. Expense		24,494	33,653
		Subtotal City Administration	-	220,636	334,896
01-604-01000-0000	5001	Finance/Administration/Salaries		356,385	306,957
01-604-01000-0000	5150	Finance/Administration/Medicare Expense		5,166	4,451
01-604-01000-0000	5151	Finance/Administration/Social Security		128	-
01-604-01000-0000	5470	Finance/Administration/Group Insurance		118,923	90,491
01-604-01000-0000	5500	Finance/Administration/P.E.R.S. Expense		25,525	26,632
		Subtotal Finance	-	506,128	428,531
01-614-01000-0000	5001	General Government Svc/Administration/Salaries		-	-
01-614-01000-0000	5004	General Government Svc/Administration/Hourly	352,647	-	-
			110,462	-	-

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5016	General Government Svc/Administration/Decoration & Flag Hanging		-	-
01-614-01000-0000	5019	General Government Svc/Administration/Building Repairs & Maintenance		-	-
01-614-01000-0000	5025	General Government Svc/Administration/Miscellaneous Expense	15,986	5,377	-
01-614-01000-0000	5026	General Government Svc/Administration/Miscellaneous Bank Fees	14,174	21,312	20,000
01-614-01000-0000	5027	General Government Svc/Administration/Street Fair Expense		-	-
01-614-01000-0000	5028	General Government Svc/Administration/Community Food Distribution		-	-
01-614-01000-0000	5031	General Government Svc/Administration/Fees&Fines	32,712	1,013	-
01-614-01000-0000	5040	General Government Svc/Administration/Planning Commission Stipend		-	-
01-614-01000-0000	5100	General Government Svc/Administration/Custodial Supplies	73	2,172	7,000
01-614-01000-0000	5120	General Government Svc/Administration/Office Supplies	25,141	31,879	20,000
01-614-01000-0000	5125	General Government Svc/Administration/Computer Software	20,821	36,801	20,000
01-614-01000-0000	5135	General Government Svc/Administration/Information Technology	35,363	36,728	67,720
01-614-01000-0000	5141	General Government Svc/Administration/New Recruit Expense	150	275	275
01-614-01000-0000	5150	General Government Svc/Administration/Medicare Expense	6,892	-	-
01-614-01000-0000	5151	General Government Svc/Administration/Social Security	1,178	-	-
01-614-01000-0000	5200	General Government Svc/Administration/Municipal Code Svc	900	11,380	9,300
01-614-01000-0000	5210	General Government Svc/Administration/Postage & Freight	4,394	13,531	14,000
01-614-01000-0000	5220	General Government Svc/Administration/Governmental Purpose		-	-
01-614-01000-0000	5237	General Government Svc/Administration/Community Benefit Fund	3,100	-	-
01-614-01000-0000	5260	General Government Svc/Administration/Safety Equipment		-	-
01-614-01000-0000	5265	General Government Svc/Administration/Books	38	-	-
01-614-01000-0000	5270	General Government Svc/Administration/Dues & Subscriptions	5,733	2,749	2,000
01-614-01000-0000	5271	General Government Svc/Administration/Membership Dues	27,487	23,925	24,000
01-614-01000-0000	5290	General Government Svc/Administration/Meetings, Mileage, & Conferences	14,722	20,645	15,000
01-614-01000-0000	5294	General Government Svc/Administration/Code Enforcement		-	-
01-614-01000-0000	5296	General Government Svc/Administration/Public Safety Service	4,582,414	4,050,292	5,094,494
01-614-01000-0000	5305	General Government Svc/Administration/Elections	28,853	-	80,000
01-614-01000-0000	5310	General Government Svc/Administration/Electricity Services	72	-	-
01-614-01000-0000	5320	General Government Svc/Administration/Water Service		-	-
01-614-01000-0000	5330	General Government Svc/Administration/Telephone Svc/Internet	14,925	17,344	14,500
01-614-01000-0000	5333	General Government Svc/Administration/Emergency Svc		-	-
01-614-01000-0000	5335	General Government Svc/Administration/Phone Stipend	305	-	-
01-614-01000-0000	5370	General Government Svc/Administration/Gas/Car Wash		-	-

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5380	General Government Svc/Administration/Equipment Repairs (Non-Auto)		445	-
01-614-01000-0000	5390	General Government Svc/Administration/Public Relations	20,648	-	-
01-614-01000-0000	5405	General Government Svc/Administration/Legal Services	605,251	366,764	350,000
01-614-01000-0000	5410	General Government Svc/Administration/Public Notices	4,044	-	-
01-614-01000-0000	5430	General Government Svc/Administration/Contractual Services	284,501	93,885	195,000
01-614-01000-0000	5432	General Government Svc/Administration/Professional Services	155,558	7,725	-
01-614-01000-0000	5434	General Government Svc/Administration/Temp Services	42,974	96,103	25,000
01-614-01000-0000	5450	General Government Svc/Administration/Workers Compensation	27,991	37,101	43,500
01-614-01000-0000	5455	General Government Svc/Administration/Unemployment Insurance	11,113	9,444	10,000
01-614-01000-0000	5460	General Government Svc/Administration/Public Liability Insurance	225,102	220,000	226,600
01-614-01000-0000	5470	General Government Svc/Administration/Group Insurance	152,481	15,539	-
01-614-01000-0000	5471	General Government Svc/Administration/Retiree Benefits			110,000
01-614-01000-0000	5472	General Government Svc/Administration/Medical Reimbursements	100,546	99,798	-
01-614-01000-0000	5490	General Government Svc/Administration/Audit Expense	495	70,493	45,000
01-614-01000-0000	5500	General Government Svc/Administration/P.E.R.S. Expense	41,013	-	-
01-614-01000-0000	5538	General Government Svc/Administration/LAUSD SRHR #8 Exepnse		-	-
01-614-01000-0000	5560	General Government Svc/Administration/Building Repairs & Maintenance	507	-	-
01-614-01000-0000	5615	General Government Svc/Administration/Outside Services	3,250	-	-
01-614-01000-0000	5630	General Government Svc/Administration/Dump Charges		72,075	69,300
01-614-01000-0000	5645	General Government Svc/Administration/Communication Equipment		-	-
01-614-01000-0000	5650	General Government Svc/Administration/Fingerprinting	127	-	-
01-614-01000-0000	5670	General Government Svc/Administration/Uniform Allowance	1,143	-	-
01-614-01000-0000	5710	General Government Svc/Administration/Pre-Employment Cost	1,335	-	-
01-614-01000-0000	5751	General Government Svc/Administration/Process Fees & Charges	5,384	8,101	7,500
01-614-01000-0000	5770	General Government Svc/Administration/Lease Payments	15,871	15,674	13,900
01-614-01000-0000	5795	General Government Svc/Administration/Settlements	22,200	348,625	-
01-614-01000-0000	5920	General Government Svc/Administration/Office Equipment	5,289	4,632	1,000
01-614-01000-0000	5930	General Government Svc/Administration/Furniture&Fixtures	1,900	-	-
01-614-01000-0000	5950	General Government Svc/Administration/Machinery & Equipment	14,428	113	-
01-614-01000-0000	5955	General Government Svc/Administration/Autos & Truck Repairs & Maintenance	(152)	-	-
01-614-01000-0000	5958	General Government Svc/Administration/CJPIA Installment Payment	144,000	144,000	144,000
01-614-01000-0000	5960	General Government Svc/Administration/Debt Service - Principal	58,051	62,828	70,000
01-614-01000-0000	5960	General Government Svc/Administration/Debt Service - Interest Expense	191,343	185,814	183,750

City of Maywood
Expenditure Details
General Fund Adopted Budget
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PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5978	General Government Svc/Administration/Community Events	2,009	-	-
01-614-01000-0000	5980	General Government Svc/Administration/Pension Unfunded Liability Payment			
01-614-01000-0000	6000	General Government Svc/Administration/Projects	9,000	-	-
		Subtotal General Government Services	7,445,945	6,134,582	6,882,839
01-645-02000-0000	5001	Comm Dev/Building and Planning/Salaries	205,942	188,138	319,923
01-645-02000-0000	5004	Comm Dev/Building and Planning/Hourly	8,454	-	-
01-645-02000-0000	5020	Comm Dev/Building and Planning/Street Light Maintenance		-	-
01-645-02000-0000	5023	Comm Dev/Building and Planning/Emergency Clean Up		2,670	5,000
01-645-02000-0000	5025	Comm Dev/Building and Planning/Miscellaneous Expense	175	582	-
01-645-02000-0000	5040	Comm Dev/Building and Planning/Planning Commission Stipend	2,450	2,115	3,900
01-645-02000-0000	5120	Comm Dev/Building and Planning/Office Supplies		212	1,500
01-645-02000-0000	5121	Comm Dev/Building and Planning/Public Works Materials	393	4,220	-
01-645-02000-0000	5125	Comm Dev/Building and Planning/Computer Software	2,444	7,134	5,500
01-645-02000-0000	5150	Comm Dev/Building and Planning/Medicare Expense	3,104	2,901	4,639
01-645-02000-0000	5151	Comm Dev/Building and Planning/Social Security	188	-	-
01-645-02000-0000	5210	Comm Dev/Building and Planning/Postage & Freight	26	124	-
01-645-02000-0000	5235	Comm Dev/Building and Planning/Cannabis Management Program -HDL		-	-
01-645-02000-0000	5237	Comm Dev/Building and Planning/Community Benefit Fund	17,411	-	-
01-645-02000-0000	5270	Comm Dev/Building and Planning/Dues & Subscriptions	35	-	-
01-645-02000-0000	5271	Comm Dev/Building and Planning/Membership Dues	-	65,838	35,635
01-645-02000-0000	5290	Comm Dev/Building and Planning/Meetings, Mileage, & Conferences	680	3,771	5,000
01-645-02000-0000	5294	Comm Dev/Building and Planning/Code Enforcement	588	891	700
01-645-02000-0000	5310	Comm Dev/Building and Planning/Electricity Services		-	-
01-645-02000-0000	5335	Comm Dev/Building and Planning/Phone Stipend	178	609	660
01-645-02000-0000	5370	Comm Dev/Building and Planning/Car Wash	75	5,773	-
01-645-02000-0000	5405	Comm Dev/Building and Planning/Legal Services			
01-645-02000-0000	5410	Comm Dev/Building and Planning/Public Notices	15,672	46,118	35,000
01-645-02000-0000	5430	Comm Dev/Building and Planning/Contractual Service	452,523	432,727	192,045
01-645-02000-0000	5432	Comm Dev/Building and Planning/Professional Services	99,156	-	-
01-645-02000-0000	5434	Comm Dev/Building and Planning/Temp Services		-	-
01-645-02000-0000	5470	Comm Dev/Building and Planning/Group Insurance	30,248	22,098	75,399
01-645-02000-0000	5500	Comm Dev/Building and Planning/P.E.R.S Expense	25,015	24,178	35,060

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-614-01000-0000	5978	General Government Svc/Administration/Community Events	2,009	-	-
01-614-01000-0000	5980	General Government Svc/Administration/Pension Unfunded Liability Payment			
01-614-01000-0000	6000	General Government Svc/Administration/Projects	9,000	-	-
		Subtotal General Government Services	7,445,945	6,134,582	6,882,839
01-645-02000-0000	5001	Comm Dev/Building and Planning/Salaries	205,942	188,138	319,923
01-645-02000-0000	5004	Comm Dev/Building and Planning/Hourly	8,454	-	-
01-645-02000-0000	5020	Comm Dev/Building and Planning/Street Light Maintenance		-	-
01-645-02000-0000	5023	Comm Dev/Building and Planning/Emergency Clean Up		2,670	5,000
01-645-02000-0000	5025	Comm Dev/Building and Planning/Miscellaneous Expense	175	582	-
01-645-02000-0000	5040	Comm Dev/Building and Planning/Planning Commission Stipend	2,450	2,115	3,900
01-645-02000-0000	5120	Comm Dev/Building and Planning/Office Supplies		212	1,500
01-645-02000-0000	5121	Comm Dev/Building and Planning/Public Works Materials	393	4,220	-
01-645-02000-0000	5125	Comm Dev/Building and Planning/Computer Software	2,444	7,134	5,500
01-645-02000-0000	5150	Comm Dev/Building and Planning/Medicare Expense	3,104	2,901	4,639
01-645-02000-0000	5151	Comm Dev/Building and Planning/Social Security	188	-	-
01-645-02000-0000	5210	Comm Dev/Building and Planning/Postage & Freight	26	124	-
01-645-02000-0000	5235	Comm Dev/Building and Planning/Cannabis Management Program -HDL		-	-
01-645-02000-0000	5237	Comm Dev/Building and Planning/Community Benefit Fund	17,411	-	-
01-645-02000-0000	5270	Comm Dev/Building and Planning/Dues & Subscriptions	35	-	-
01-645-02000-0000	5271	Comm Dev/Building and Planning/Membership Dues	-	65,838	35,635
01-645-02000-0000	5290	Comm Dev/Building and Planning/Meetings, Mileage, & Conferences	680	3,771	5,000
01-645-02000-0000	5294	Comm Dev/Building and Planning/Code Enforcement	588	891	700
01-645-02000-0000	5310	Comm Dev/Building and Planning/Electricity Services		-	-
01-645-02000-0000	5335	Comm Dev/Building and Planning/Phone Stipend	178	609	660
01-645-02000-0000	5370	Comm Dev/Building and Planning/Car Wash	75	5,773	-
01-645-02000-0000	5405	Comm Dev/Building and Planning/Legal Services			
01-645-02000-0000	5410	Comm Dev/Building and Planning/Public Notices	15,672	46,118	35,000
01-645-02000-0000	5430	Comm Dev/Building and Planning/Contractual Service	452,523	432,727	192,045
01-645-02000-0000	5432	Comm Dev/Building and Planning/Professional Services	99,156	-	-
01-645-02000-0000	5434	Comm Dev/Building and Planning/Temp Services		-	-
01-645-02000-0000	5470	Comm Dev/Building and Planning/Group Insurance	30,248	22,098	75,399
01-645-02000-0000	5500	Comm Dev/Building and Planning/P.E.R.S Expense	25,015	24,178	35,060

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-645-02000-0000	5510	Comm Dev/Building and Planning/Rental Equipment	2,497	7,847	-
01-645-02000-0000	5550	Comm Dev/Building and Planning/Real Estate Purchase		-	-
01-645-02000-0000	5560	Comm Dev/Building and Planning/Building Repair & Maintenance		330	-
01-645-02000-0000	5570	Comm Dev/Building and Planning/Demolition Costs	(283)	-	-
01-645-02000-0000	5580	Comm Dev/Building and Planning/Sewer and Storm Drain	420	-	-
01-645-02000-0000	5670	Comm Dev/Building and Planning/Uniform Allowance		1,845	1,000
01-645-02000-0000	5805	Comm Dev/Building and Planning/Miscellaneous Building	2,421	3,925	-
01-645-02000-0000	5955	Comm Dev/Building and Planning/Autos & Trucks-Repairs & Maintenance		3,954	4,000
		Subtotal Comm Develop - Building and Planning	869,810	828,000	724,961
01-648-02000-0000	5001	Comm Dev/Public Works/Salaries		17,323	32,932
01-648-02000-0000	5022	Comm Dev/Public Works/Street Repairs & Maintenance		29,884	136,000
01-648-02000-0000	5121	Comm Dev/Public Works/Public Works -Materials		1,577	4,800
01-648-02000-0000	5150	Comm Dev/Public Works/Medicare Expense		251	478
01-648-02000-0000	5210	Comm Dev/Public Works/Postage & Freight		56	-
01-648-02000-0000	5330	Comm Dev/Public Works/Telephone Svc/Internet		338	-
01-648-02000-0000	5430	Comm Dev/Public Works/Contractual Service		43,220	305,000
01-648-02000-0000	5470	Comm Dev/Public Works/Group Insurance		1,066	4,025
01-648-02000-0000	5500	Comm Dev/Public Works/P.E.R.S Expense		1,193	1,582
01-648-02000-0000	5560	Comm Dev/Public Works/Building Repairs & Maintenance		138	5,000
01-648-02000-0000	5670	Comm Dev/Public Works/Uniform Allowance		363	500
01-648-02000-0000	5955	Comm Dev/Public Works/Auto & Trucks Repairs & Maintenance		420	16,950
01-648-02000-0000	6000	Comm Dev/Public Works/Projects			300,000
		Subtotal Comm Develop - Public Works	-	95,829	807,267
01-681-03000-0000	5001	Comm Svcs/Administration/Salaries	70,427	97,084	46,276
01-681-03000-0000	5004	Comm Svcs/Administration/Hourly	40,373	-	-
01-681-03000-0000	5016	Comm Svcs/Administration/Decoration & Flag Hanging	2,194	7,622	-
01-681-03000-0000	5025	Comm Svcs/Administration/Miscellaneous Expense	15,106	-	-
01-681-03000-0000	5027	Comm Svcs/Administration/Street Fair Expenses	9,120	-	-
01-681-03000-0000	5028	Comm Svcs/Administration/Community Food Distribution	1,350	2,025	1,800
01-681-03000-0000	5035	Comm Svcs/Administration/Crossing Guard Services			-
01-681-03000-0000	5100	Comm Svcs/Administration/Custodial Supplies	2,815		-

City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
01-681-03000-0000	5120	Comm Svcs/Administration/Office Supplies	315	188	5,000
01-681-03000-0000	5121	Comm Svcs/Administration/Public Works Materials	1,417	-	-
01-681-03000-0000	5130	Comm Svcs/Administration/Recreation Supplies	601	-	-
01-681-03000-0000	5150	Comm Svcs/Administration/Medicare Expense	1,599	1,240	671
01-681-03000-0000	5151	Comm Svcs/Administration/Social Security	726	-	-
01-681-03000-0000	5210	Comm Svcs/Administration/Postage & Freight	5	-	12,000
01-681-03000-0000	5237	Comm Svcs/Administration/Community Benefit Fund	4,774	18,395	75,000
01-681-03000-0000	5270	Comm Svcs/Administration/Dues & Subscriptions	95	-	200
01-681-03000-0000	5271	Comm Svcs/Administration/Membership Dues	16,516	-	-
01-681-03000-0000	5290	Comm Svcs/Administration/Meetings, Mileage & Conferences	995	1,659	2,200
01-681-03000-0000	5300	Comm Svcs/Administration/Natural Gas Service	1,164	1,747	1,500
01-681-03000-0000	5310	Comm Svcs/Administration/Electricity Service	24,617	24,998	31,000
01-681-03000-0000	5320	Comm Svcs/Administration/Water Service	45,666	44,461	52,000
01-681-03000-0000	5330	Comm Svcs/Administration/Telephone Svc/Internet Svc	-	-	-
01-681-03000-0000	5333	Comm Svcs/Administration/Emergency Services	-	-	-
01-681-03000-0000	5350	Comm Svcs/Administration/Singals & Street Lights	-	-	-
01-681-03000-0000	5370	Comm Svcs/Administration/Gas/Car Wash	8,230	-	-
01-681-03000-0000	5380	Comm Svcs/Administration/Equipment Repairs Non-Auto	286,629	-	-
01-681-03000-0000	5430	Comm Svcs/Administration/Contractual Service	96,011	84,643	110,000
01-681-03000-0000	5433	Comm Svcs/Administration/Animal Control	-	-	-
01-681-03000-0000	5435	Comm Svcs/Administration/Service Contracts and Warranties	-	-	-
01-681-03000-0000	5470	Comm Svcs/Administration/Group Insurance	43,254	38,899	7,388
01-681-03000-0000	5500	Comm Svcs/Administration/P.E.R.S Expense	6,426	5,875	3,579
01-681-03000-0000	5560	Comm Svcs/Administration/Building Repair and Maintenance	70,972	16,464	5,000
01-681-03000-0000	5580	Comm Svcs/Administration/Sewer and Storm Drain	-	-	-
01-681-03000-0000	5670	Comm Svcs/Administration/Uniform Allowance	-	-	100
01-681-03000-0000	5751	Comm Svcs/Administration/Processing Fees & Charges	48,251	98,067	75,000
01-681-03000-0000	5955	Comm Svcs/Administration/Autos & Trucks Repairs & Maintenance	9,483	11,347	-
01-681-03000-0000	5978	Comm Svcs/Administration/Community Events	-	2,092	27,400
01-681-03000-0000	6000	Comm Svcs/Administration/Projects	418,948	-	-
		Subtotal Comm Svcs - Administration	1,228,078	456,804	456,114
Total Expenditures			9,671,539	8,373,526	9,781,039

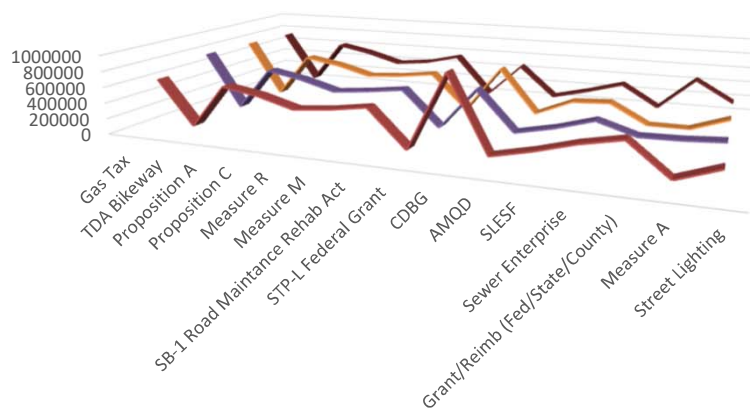
City of Maywood
Expenditure Details
General Fund Adopted Budget
Fiscal Year 2020-2021

PROGRAM	ACCT	DESCRIPTION	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
Retiree Pension					
14-614-01000-0000	5502	PERS Inactive Rate Plan-Unfunded	1,430,965	1,119,384	1,177,888
14-614-01000-0000	5504	Active Unfunded Liability-Misc	160,517	206,381	238,244
01-614-01000-0000	5980	Transer In and Out Between Accts	33,408		
		Subtotal Transfers Out	1,624,891	1,325,765	1,416,132
		Ending Fund Balance	2,169,343	2,543,811	2,530,840

**City of Maywood
Summary of Revenues
Special Revenue Funds Adopted Budget
Fiscal Years 2020-21**

	FY 18/19 Actuals	FY 19/20 Adopted Budget	FY 19/20 Estimated Actuals	FY 20/21 Adopted Budget
SPECIAL REVENUE FUND				
Gas Tax	\$ 582,227	\$ 735,800	\$ 723,041	\$ 701,696
TDA Bikeway	52	20,400	108	21,226
Proposition A	562,922	568,800	568,018	589,565
Proposition C	485,333	482,500	489,570	497,529
Measure R	355,893	355,000	367,155	366,809
Measure M	399,802	401,000	400,300	415,674
SB-1 Road Maintance Rehab Act	470,707	460,900	461,865	528,284
STP-L Federal Grant	-	200	-	-
CDBG	968,502	545,700	606,361	450,000
AMQD	36,490	34,100	26,468	36,375
SLESF	148,747	140,000	233,921	155,000
Sewer Enterprise	287,237	284,000	260,559	293,000
Grant/Reimb (Fed/State/County)	388,000	134,000	-	-
Measure A	-	143,500	-	432,000
Street Lighting	181,562	174,500	174,745	150,000
Total Special Revenue Funds	<u>\$ 4,867,473</u>	<u>\$ 4,480,400</u>	<u>\$ 4,312,112</u>	<u>\$ 4,637,158</u>

Comparison Report



City of Maywood
Summary of Expenditures
Special Revenue Funds Adopted Budget
Fiscal Years 2020-21

	FY 18/19 Actuals	FY 19/20 Estimated Actuals	FY 20/21 Adopted Budget
SPECIAL REVENUE FUNDS			
Gas Tax	\$ 718,527	\$ 584,234	\$ 1,977,847
TDA Bikeway	11,220	12,968	-
Proposition A	950,000	550,000	415,000
Proposition C	961,758	602,786	432,161
Measure R	630,689	9,817	579,585
Measure M	214,765	-	547,701
SB-1 Road Maintance Rehab Act	522,413	18,860	528,284
STP-L Federal Grant	753,069	-	-
CDBG	1,367,701	793,867	225,132
AQMD	-	-	1,500
SLESF	-	-	-
Sewer Enterprise	322,370	9,090	471,000
Grant/Reimb (Fed/State/County)	33,000	-	-
Measure A	-	-	-
Street Lighting	411,723	152,328	427,447
Total Special Revenue Funds	<u>\$ 6,897,235</u>	<u>\$ 2,733,950</u>	<u>\$ 5,605,657</u>

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
State Gas Tax	Beginning Fund Balance	2,466,770	2,587,222	2,426,596	2,238,590	2,839,263
04 4300	Interest Income	62	657	6,985	17,501	
04 4340	Gas Tax - 2103 Allocation	75,318	109,101	93,688	222,444	247,972
04 4341	Traffic Congestion Relief Allocation		31,849	31,625	47,168	
04 4345	Gas Tax - 2105 Allocation	158,560	152,034	153,867	152,564	160,769
04 4346	Gas Tax - 2106 Allocation	97,276	96,106	96,558	92,239	95,019
04 4347	Gas Tax - 2107 Allocation	201,029	197,862	193,504	185,124	191,936
04 4350	Gas Tax - 2107.5 Engineering	6,000	6,000	6,000	6,000	6,000
State Gas Tax	Total Revenues	538,245	593,609	582,227	723,041	701,696
04 5001	Salaries					16,996
04 5150	Medicare Expense					247
04 5470	Group Insurance					2,273
04 5500	P.E.R.S Expense					3,235
	Subtotal City Administration	-	-	-	-	22,751
04 5001	Salaries					31,502
04 5150	Medicare Expense					457
04 5470	Group Insurance					8,863
04 5500	P.E.R.S. Expense					2,365
	Subtotal Finance	-	-	-	-	43,187
04 5sum	Employee Compensation	27,221	31,167	46,214	177,584	
04 5017	Storm Drain Maintenance	8,140	13,838	37,726	6,171	
04 5022	Street Repairs & Maintenance		10,000	499	22,500	
04 5035	Crossing Guard Service	49,758	56,933	61,186	64,898	
04 5121	Public Works Materials			4,734	14,174	

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT	DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
	04	5100		12		-	
	04	5260				-	
	04	5290			62	-	
	04	5310	119,888	106,538	97,629	112,667	
	04	5350		53,733		16,047	
	04	5425			700	-	
	04	5430	192,065	632,656	465,343	127,498	
	04	5432			3,657	-	
	04	5580	11,250	13,520		-	
	04	5581	9,470			-	
	04	5670			777	-	
	04	5950					
	04	6000					
		Projects				42,696	
		Subtotal Comm Develop - Building and Planning	417,792	918,396	718,527	584,234	-
	04	5sum					194,082
	04	5017					12,342
	04	5022					15,000
	04	5121					10,000
	04	5260					5,000
	04	5310					110,000
	04	5430					183,185
	04	5580					5,000
	04	6000					1,315,500
		Projects					
		Subtotal Comm Develop - Public Works	-	-	-	-	1,850,109
34	04	5035					61,800
		Cross Guard Services					
		Subtotal Comm Svcs - Administration	-	-	-	-	61,800

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
	Total Expenditures	417,792.33	918,396	718,527	584,234	1,977,847
04 4339	Operating Transfers In-SB1		164,161	470,707	461,865	528,284
04 4800	Operating Transfers Out			(522,413)		
04 5430	Operating Expense Transfer In-SB1					528,284
State Gas Tax	Net Transfers	-	164,161	(51,706)	461,865	-
State Gas Tax	Ending Fund Balance	2,587,222	2,426,596	2,238,590	2,839,263	1,563,112
Bikeway Fund	Beginning Fund Balance	-	(11,027)	14,796	3,628	(9,231)
07 4300	Interest Income	1	43	52	108	
07 4375	Aid to Local Cities	60,989				21,226
Bikeway Fund	Total Revenues	60,990	43	52	108	21,226
07 5430	Contractual Services	17,600	28,637	11,220	12,968	-
Bikeway Fund	Total Expenditures	17,600	28,637	11,220	12,968	-
07	Operating Transfers In					
07	Due From/Due to the Governments	(54,417)	54,417			
Bikeway Fund	Net Transfers	(54,417)	54,417	-	-	-
Bikeway Fund	Ending Fund Balance	(11,027)	14,796	3,628	(9,231)	11,995
35						
Proposition A	Beginning Fund Balance	595,940	1,120,847	397,656	10,578	28,595

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT	DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
	09	4110	Proposition A Allocation				
	09	4300	Interest Income	524,638 268	526,376 432	562,452 470	567,800 218
Proposition A		Total Revenues	524,907	526,809	562,922	568,018	589,565
	09	5430	Contractual Services				
	09	5956	Fund Exchange Expense	1,250,000	950,000	550,000	415,000
Proposition A		Total Expenditures	-	1,250,000	950,000	550,000	415,000
Proposition A		Ending Fund Balance	1,120,847	397,656	10,578	28,595	203,160
Proposition C		Beginning Fund Balance	788,891	764,555	731,499	255,074	141,859
	10	4120	Proposition C Allocation				
	10	4121	Metro Reimbursement	423,759	434,878	466,538	471,000
	10	4300	Interest Income	251	986	4,139	9,828
	10	4540	Refunds & Overpayments	3,700			
	10	4600	MTA Bus Pass Revenue	9,304	9,136	9,224	8,742
Proposition C		Total Revenues	437,014	445,001	485,333	489,570	497,529
	10	5001	Salaries				
	10	5150	Medicare Expense				
	10	5470	Group Insurance				
	10	5500	P.E.R.S Expense				
		Subtotal City Administration	-	-	-	-	
	10	5001	Salaries				

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
10	5150 Medicare Expense					359
10	5470 Group Insurance					8,391
10	5500 P.E.R.S. Expense					1,910
	Subtotal Finance	-	-	-	-	35,354
10	5sum Employee Compensation	53,738	33,822	12,563	26,134	
10	5022 Street Repairs & Maintenance		24,000			-
10	5160 Reimbursable Expenditures		20			-
10	5271 Membership Dues		6,224	4,612		-
10	5330 Telephone Svc/Internet Svc	222	242	62		-
10	5375 Fare Sibsdy Expense	46,580	42,223	50,123	38,940	-
10	5430 Contractual Services	357,697	369,365	405,444	430,462	-
10	5432 Professional Service		2,160			
10	6000 Projects	3,112		488,954	107,250	
	Subtotal Comm Develop - Building and Planning	461,349	478,056	961,758	602,786	-
10	5271 Membership Dues					3,112
10	5375 Fare Sibsdy Expense					55,000
10	5430 Contractual Services					92,520
10	6000 Projects					217,000
	Subtotal Comm Develop - Public Works	-	-	-	-	367,632
10	5001 Salaries					5,142
10	5150 Medicare Expense					75
10	5470 Group Insurance					821
10	5500 P.E.R.S Expense					386
	Subtotal Comm Svcs - Administration	-	-	-	-	6,424

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
	Total Expenditures	461,349	478,056	961,758	602,786	432,161
	Ending Fund Balance	764,555	731,499	255,074	141,859	207,227
Proposition C						
Measure R	Beginning Fund Balance	1,197,273	838,094	778,013	503,217	860,555
12 4300	Interest Income	324	940	5,889	13,855	
12 4351	Measure R	316,609	327,020	350,004	353,300	366,809
Measure R	Total Revenues	316,934	327,960	355,893	367,155	366,809
12 5001	Salaries					15,751
12 5150	Medicare Expense					229
12 5470	Group Insurance					4,431
12 5500	P.E.R.S. Expense					1,218
	Subtotal Finance	-	-	-	-	21,629
12 5sum	Employee Compensation	11,162	26,298	26,868	8,799	8,956
12 5022	Street Repairs & Maintenance	15,000			1,019	-
12 5271	Membership Dues		15,000			-
12 5430	Contractual Service	616,905	336,744	4,825		-
12 5580	Sewer and Storm Drain	23,046				-
12 6000	Projects	10,000	10,000	598,995		549,000
	Subtotal Comm Develop - Building and Planning	676,113	388,041	630,689	9,817	557,956
	Total Expenditures	676,113	388,041	630,689	9,817	579,585
Measure R	Ending Fund Balance	838,094	778,013	503,217	860,555	647,779

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
STP-L Fund	Beginning Fund Balance	179,717	662,260	662,425	(90,645)	(90,645)
13 4300	Interest Income	30	164	-		-
13 4390	State Grants	482,513	-	-		-
STP-L Fund	Total Revenues	482,543	164	-	-	-
13 5430	Contractual Service	-	-	66,345		-
13 6000	Projects	-	-	686,724		-
STP-L Fund	Total Expenditures	-	-	753,069	-	-
STP-L Fund	Ending Fund Balance	662,260	662,425	(90,645)	(90,645)	(90,645)
CDBG	Beginning Fund Balance	(3,135)	(198,484)	(5,440)	(404,639)	(592,145)
16 4402	HCDA:Graffiti Removal (Proj.407)	53,301	54,085	59,495	58,300	102,737
16 4415	HCDA:Code Enforcement(Proj.791)	30,636	66,632	119,567	150,000	150,000
16 4431	HCDA:Rubberized Playground Surface	13,089	203,435			197,263
16 4433	HCDA:Sidwalk Rehabilitation					
16 4433	HCDA:Sewer Repair Project		37,561	789,440	398,061	
CDBG	Total Revenues	97,026	361,713	968,502	606,361	450,000
16 5sum	Employee Compensation	25,407	57,193	111,453	94,482	108,117
16 5110	Parking Enforcement Supplies		4		-	200
16 5410	Public Notices	735				-
16 5430	Contractual Service	81,041	111,472	210,991	88,270	116,815

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
	16 5432 Professional Services			23,248	18,615	-
	16 5550 Real Estate Purchase			107	-	-
	16 6000 Projects	185,192		1,021,904	592,500	-
CDBG	Total Expenditures	292,375	168,669	1,367,701	793,867	225,132
	16 Operating Transfers In					-
	16 Operating Transfers Out					-
CDBG	Net Transfers	-	-	-	-	-
CDBG	Ending Fund Balance	(198,484)	(5,440)	(404,639)	(592,145)	(367,277)
Measure M	Beginning Fund Balance	-	-	296,560	481,597	881,897
	20 4115 Measure M Allocation		296,355	394,438	400,300	415,674
	20 4300 Interest Income		205	5,364	13,548	
Measure M	Total Revenues	-	296,560	399,802	400,300	415,674
	20 5sum Employee Compensation					63,701
	20 5430 Contractual Service			34,843	0	0
	20 6000 Projects	-	-	179,923		484,000
Measure M	Total Expenditures	-	-	214,765	-	547,701
Measure M	Ending Fund Balance	-	296,560	481,597	881,897	749,870
AQMD	Beginning Fund Balance	148,350	54,406	18,483	54,973	81,441

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
	22 4300 Interest Income			115	289	
	22 4331 AQMD Sebvention Fund	36,036	34,103	36,375	26,179	36,375
AQMD	Total Revenues	36,036	34,103	36,490	26,468	36,375
	22 5271 Membership Dues				-	1,500
	22 5430 Contractual Services					-
	22 6000 Projects	33,559	70,026			-
	22 91030 Vehicles	96,421				-
AQMD	Total Expenditures	129,979	70,026	-	-	1,500
AQMD	Ending Fund Balance	54,406	18,483	54,973	81,441	116,316
AB 3229-SLESF Fund	Beginning Fund Balance	120,124	31,711	0	0	233,921
	25 4400 JAG.LLEBG COPS Grant	129,324	139,416	148,747	233,921	155,000
AB 3229-SLESF Fund	Total Revenues	129,324	139,416	148,747	233,921	155,000
	25 5027 Street Fair Expenses		16,780			
	25 5296 Public Safety Service	206,771	154,346			
	25 5430 Contractual Service	10,966				
AB 3229-SLESF Fund	Total Expenditures	217,737	171,127	-	-	-
	25 Operating Transfers In and Out			(148,747)		(155,000)
AB 3229-SLESF Fund	Net Transfers	-	-	(148,747)	-	(155,000)
4						
AB 3229-SLESF Fund	Ending Fund Balance	31,711	0	0	233,921	233,921

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
Sewer	Beginning Fund Balance	-	-	-	(35,133)	216,336
35	4085 Sewer Destruct Assessment			280,165	243,831	285,000
35	4254 Fats, Oils, And Grease (FOG)			7,072	16,728	8,000
Sewer	Total Revenues	-	-	287,237	260,559	293,000
35	5310 Electricity Service			41		-
35	5430 Contractual Service			12,088	9,090	30,000
35	5432 Professional Services			6,500	12,375	-
35	5580 Sewer and Stirn Drain			179,732	13,778	-
35	5751 Process Fees & Charges			8,250		-
35	6000 Projects			115,760	37,193	441,000
Sewer	Total Expenditures	-	-	322,370	9,090	471,000
Sewer	Ending Fund Balance	-	-	(35,133)	216,336	38,336
Street Lighting Fund	Beginning Fund Balance	618,950	658,725	616,208	386,046	408,462
62	4080 Landscape & Lighting Assesments	173,980	173,060	173,021	153,345	150,000
62	4300 Interest			8,540	21,400	
Street Ligthing Fund	Total Revenues	173,980	173,060	181,562	174,745	150,000
62	5sum Employee Compensation	3,278	10,543	8,759	5,590	4,447
62	5020 Street Light Maintenance	34,358	86,989	254,973	9,585	60,000
62	5310 Electricity Service	54,544	53,822	53,065	64,088	65,000
62	5350 Signals & Street Lights	1,813	1,838	1,576		-

City of Maywood
Revenue & Expenditure Details
Special Revenue Funds Adopted Budget
Fiscal Year 2020-2021

FUND	OBJECT DESCRIPTION	FY16-17 ACTUAL	FY17-18 ACTUAL	FY18-19 ACTUAL	FY19-20 ESTIMATE	FY20-21 BUDGET
62	5400 Realty Tax Service			323	-	-
62	5430 Contractual Service	5,656	21,222	17,694	420	90,000
62	5432 Professional Service			4,875	14,625	-
62	5440 Traffic Signal Maintenance	34,557	41,163	70,459	58,021	-
62	6000 Projects					208,000
Street Ligthning Fund		134,205	215,578	411,723	152,328	427,447
Ending Fund Balance		658,725	616,208	386,046	408,462	131,015



CITY OF MAYWOOD

CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021



Mayor Eduardo De Le Riva
Mayor Pro Tem Ricardo Lara
Council Member Ramona Medina
Council Member Carlos Alvarez
Council Member Herber Marquez

City Manager Jennifer Vasquez
Director of Building and Planning David Mango
Contract City Engineer Kevin Ko



**CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2020 - 2021
JUNE 24, 2020**

SEWERS

- 1. Sewer Master Plan Update**
- 2. Sewer System Management Plan Update**
- 3. Randolph Street & Heliotrope Avenue Emergency Overflow Project**
- 4. 52nd Street / 52nd Place Sewer Replacement Project**



CAPITAL IMPROVEMENT PROGRAM

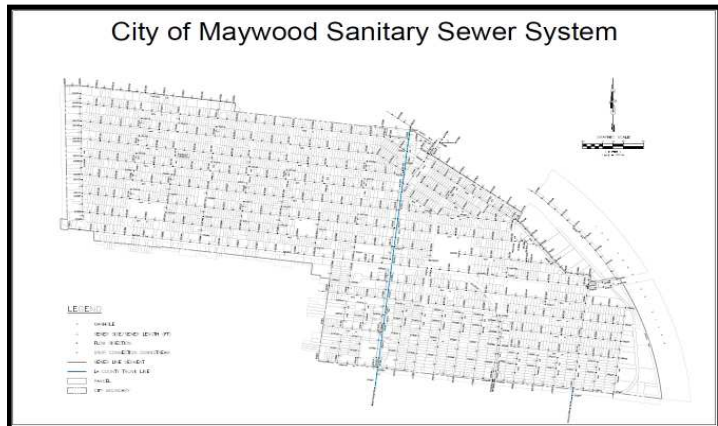
FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Sewer Master Plan Update
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Provide an update to the City's Sewer Master Plan

BACKGROUND

A Sewer Master Plan (SMP) serves as a guide for the City to establish a short- and long-term capital improvement plan (CIP) for increasing pipe sizes to assure capacity is adequate for the City's land use. The SMP should be updated periodically as the City completes repairs, improvements, and CIP projects to reflect the current state of the City's sewer system. As various sewer projects have been implemented between the last SMP update in 2008 to present, the City is overdue for an update in order to accurately document the current condition of its sewer system.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 240,958.35	\$ 180,958.35	\$ 74,697.35	\$ 106,261.00	\$ -	\$ 60,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXP. TO DATE	DESCRIPTION	ESTIMATED COST
Sewer Fund	\$ 240,958.35	\$ 180,958.35	1. PROJECT MANAGEMENT	\$ 19,125.93
			2. SEWER MASTER PLAN UPDATE	\$ 211,832.42
			3. CONTINGENCY	\$ 10,000.00
TOTAL	\$ 240,958.35	\$ 180,958.35	TOTAL	\$ 240,958.35

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM

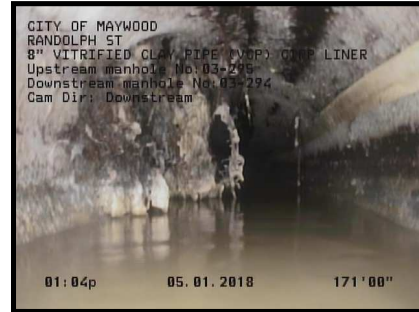
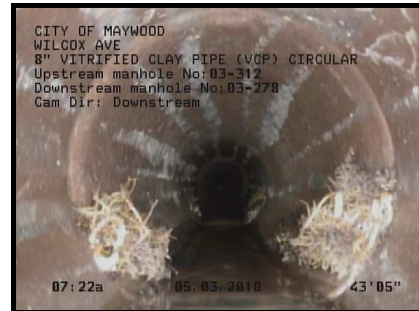
FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Sewer System Management Plan Update
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Provide an update to the City's Sewer System Management Plan

BACKGROUND

The California State Water Resources Control Board (SWRCB) promulgated a waste discharge requirement (WDR) permit on May 2, 2006 to regulate sanitary sewer systems. This permit is known as SWRCB Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. This permit requires local public sewer collection system agencies to develop a Sewer System Management Plan (SSMP). SSMPs must be self-audited at least every two (2) years and updated every five (5) years from the original adoption date by the City Council. The last SSMP update was adopted by the City Council on August 9, 2017. However, certain required elements were pending during the time of the last update, so this update will incorporate all items that were previously incomplete.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 80,340.00	\$ 25,340.00	\$ 23,340.00	\$ 2,000.00	\$ -	\$ 55,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Sewer Fund	\$ 80,340.00	\$ 25,340.00	1. PROJECT MANAGEMENT	\$ 10,000.00
			2. SEWER SYSTEM MANAGEMENT PLAN UPDATE	\$ 65,340.00
			3. CONTINGENCY	\$ 5,000.00
TOTAL	\$ 80,340.00	\$ 25,340.00	TOTAL	\$ 80,340.00

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Randolph Street & Heliotrope Avenue Emergency Overflow Project
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Construct an emergency overflow bypass for a siphon at Randolph Street & Heliotrope Avenue

BACKGROUND

From 2009 to present, there have been eighteen (18) Sanitary Sewer Overflows (SSOs). Six (6) of those SSOs can be attributed to a siphon on Randolph Street / Heliotrope Avenue which has been plagued by blockages due to grease deposits. This project prevents the likeliness of an SSO by installing a bypass pipe between the siphon manholes in the event the siphon is clogged.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 83,542.50	\$ 7,542.50	\$ 5,220.00	\$ 2,000.00	\$ 322.50	\$ 76,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Sewer Fund	\$ 83,542.50	\$ 7,542.50	1. PROJECT MANAGEMENT	\$ 16,322.50
			2. DESIGN	\$ 7,220.00
			3. CONSTRUCTION	\$ 50,000.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 5,000.00
			5. CONTINGENCY	\$ 5,000.00
TOTAL	\$ 83,542.50	\$ 7,542.50	TOTAL	\$ 83,542.50

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM

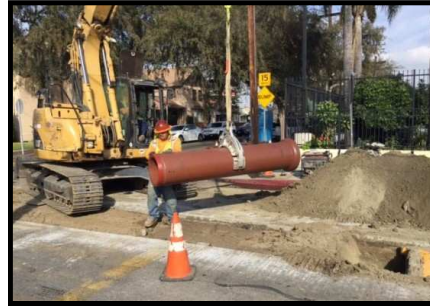
FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	52nd Street / 52nd Place Sewer Replacement Project
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Design and construct replacement of existing sewer pipes on 52nd Street / 52nd Place with larger diameter pipes

BACKGROUND

Results from the hydraulic analysis completed in FY 2019-2020 revealed capacity deficiencies along 52nd Street / 52nd Place. This project will increase the pipe size for five (5) 8-inch pipe segments to 10-inch pipe totaling 1,413 LF and will be part of a series of capital improvement plan (CIP) projects to be implemented which will be reflected in the updated Sewer Master Plan (SMP).



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 853,930.00	\$ 28,430.00	\$ -	\$ 20,000.00	\$ 8,430.00	\$ 825,500.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Sewer Fund	\$ 250,000.00	\$ 28,430.00	1. PROJECT MANAGEMENT	\$ 28,430.00
Gas Tax	\$ 575,500.00	\$ -	2. DESIGN	\$ 63,500.00
			3. CONSTRUCTION	\$ 635,000.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 63,500.00
			5. CONTINGENCY	\$ 63,500.00
TOTAL	\$ 825,500.00	\$ 28,430.00	TOTAL	\$ 853,930.00

All costs shown in current dollars



**CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2020 - 2021
JUNE 24, 2020**

STREETS

- 1. Slauson Avenue Corridor Improvements**
- 2. Pavement Rehabilitation Project FY 2019/2020 on Various Streets**
- 3. Slurry Seal Project FY 2019/2020 on Various Streets**
- 4. Citywide Street Name Sign Replacement Project**
- 5. 6.6kV Street Lighting Project**
- 6. Flashing Stop Signs**
- 7. Street Striping**
- 8. Pavement Management System Update**



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Slauson Avenue Corridor Improvements
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Prepare conceptual design and environmental documentation for the project

BACKGROUND

Slauson Avenue is a regionally significant corridor to the communities within the Gateway Cities Council of Governments. In an effort to relieve congestions, the improvements have been identified in the I-710 Congestion Relief Program. The City is in receipt of Measure R funds from Metro to complete these improvements which include increasing capacity by adding left-turn lanes, upgrading traffic signal equipment, improving safety, reducing delay, and improving operations.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Measure R	\$ 65,000.00	\$ -	1. PROJECT MANAGEMENT	\$ 4,720.00
			2. DESIGN (CONCEPTUAL)	\$ 60,280.00
			3. CONSTRUCTION	TBD
			4. CONSTRUCTION MANAGEMENT / INSPECTION	TBD
			5. CONTINGENCY	TBD
TOTAL	\$ 65,000.00	\$ -	TOTAL	\$ 65,000.00

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Pavement Rehabilitation Project FY 2019/2020 on Various Streets
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Construction of street improvements on various streets throughout the City

BACKGROUND

This project resurfaces 17 street segments as identified in the City's 5-Year Pavement Management Plan. The project also includes the repair of damaged curb and gutter, driveway approaches, and sidewalks. ADA compliant curb ramps will be installed as necessary. Streets included in this project are: 57th St, 58th St, Alamo Ave, Atlantic Blvd, Fruitland Ave, Palm Ave, and Randolph St.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 1,489,358.75	\$ 21,358.75	\$ -	\$ -	\$ 21,358.75	\$ 1,468,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Measure R	\$ 484,000.00	\$ -	1. PROJECT MANAGEMENT	\$ 3,800.00
Measure M	\$ 484,000.00		2. DESIGN	\$ 21,358.75
SB 1	\$ 500,000.00		3. CONSTRUCTION	\$ 1,217,000.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 123,600.00
			5. CONTINGENCY	\$ 123,600.00
TOTAL	\$ 1,468,000.00	\$ -	TOTAL	\$ 1,489,358.75

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Slurry Seal Project FY 2019/2020 on Various Streets
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Construction of slurry seal on various streets throughout the City

BACKGROUND

This project slurry seals 17 street segments as identified in the City's 5-Year Pavement Management Plan. Slurry seal will be applied to various City streets in order to rejuvenate the existing pavement surface and extend the life of the existing asphalt concrete. Streets included in this project are: 52nd Pl, 52nd St, 53rd St, 55th St, 56th St, 57th St, 58th St, 60th St, Everett Ave, Heliotrope Cir, Pine Ave, Randolph St, and Walker Ave.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 515,046.25	\$ 15,046.25	\$ -	\$ -	\$ 15,046.25	\$ 500,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Gas Tax	\$ 515,046.25	\$ 15,046.25	1. PROJECT MANAGEMENT	\$ 4,400.00
			2. DESIGN	\$ 15,046.25
			3. CONSTRUCTION	\$ 413,000.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 41,300.00
			5. CONTINGENCY	\$ 41,300.00
TOTAL	\$ 515,046.25	\$ 15,046.25	TOTAL	\$ 515,046.25

All costs shown in current dollars

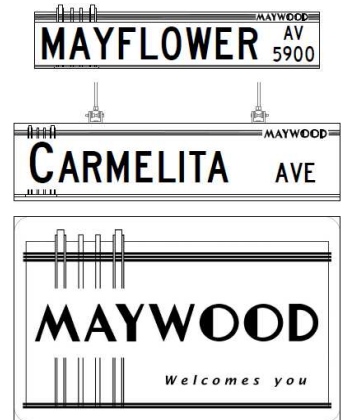


CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2020-2021
JUNE 24, 2020

PROJECT TITLE	Citywide Street Name Sign Replacement Project
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Replacement of street name signs throughout the City.

BACKGROUND

This project replaces existing street name signs Citywide with newly redesigned signs to add improved aesthetics and character to City streets.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 240,000.00	\$ -	\$ -	\$ -	\$ -	\$ 240,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Gas Tax	\$ 240,000.00	\$ -	1. PROJECT MANAGEMENT	\$ 5,712.00
			2. DESIGN	\$ -
			3. CONSTRUCTION	\$ 195,240.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 19,524.00
			5. CONTINGENCY	\$ 19,524.00
TOTAL	\$ 240,000.00	\$ -	TOTAL	\$ 240,000.00

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	6.6kV Street Lighting Project
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Replacement of street lights on Loma Vista Ave from Slauson Ave to Fruitland Ave

BACKGROUND

Currently, Loma Vista Avenue from Slauson Avenue to Fruitland Avenue contains a string of 16 street lights on the east side of the street that are still connected to an outdated 6.6 kV system and replacement parts are no longer available. The project is currently being designed by Southern California Edison and will replace the 6.6 kV lights with LED lighting to be connected on a lower voltage system.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 300,310.00	\$ 310.00	\$ 310.00	\$ -	\$ -	\$ 300,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
SLAD	\$ 300,310.00	\$ 310.00	1. PROJECT MANAGEMENT	\$ 6,310.00
			2. DESIGN	\$ 20,000.00
			3. CONSTRUCTION	\$ 240,000.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 17,000.00
			5. CONTINGENCY	\$ 17,000.00
TOTAL	\$ 300,310.00	\$ 310.00	TOTAL	\$ 300,310.00

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2020-2021
JUNE 24, 2020

PROJECT TITLE	Flashing Stop Signs
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Installation of flashing stop signs at various locations

BACKGROUND

This project provides for the installation of flashing stop signs at select intersections to increase awareness and safety for all roadway users.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 92,000.00	\$ -	\$ -	\$ -	\$ -	\$ 92,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Prop C	\$ 92,000.00	\$ -	1. PROJECT MANAGEMENT	\$ 2,000.00
			2. DESIGN	\$ 2,000.00
			3. CONSTRUCTION	\$ 80,000.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 4,000.00
			5. CONTINGENCY	\$ 4,000.00
TOTAL	\$ 92,000.00	\$ -	TOTAL	\$ 92,000.00

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2020-2021
JUNE 24, 2020

PROJECT TITLE	Street Striping
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Repainting of faded street striping at various locations throughout the City

BACKGROUND

This project refreshes existing striping on various streets to improve visibility and safety for all roadway users.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Prop C	\$ 100,000.00	\$ -	1. PROJECT MANAGEMENT	\$ 1,000.00
			2. DESIGN	\$ -
			3. CONSTRUCTION	\$ 90,000.00
			4. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 4,500.00
			5. CONTINGENCY	\$ 4,500.00
TOTAL	\$ 100,000.00	\$ -	TOTAL	\$ 100,000.00

All costs shown in current dollars



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Pavement Management System
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Triennial update of the City's Pavement Management System

BACKGROUND

This project updates the City's Pavement Management System to reflect the most current condition of the City's street network. It is also a requirement by Metro for cities to update their Pavement Management System triennially in order to maintain eligibility for Prop C funding.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Prop C	\$ 25,000.00	\$ -	1. PROJECT MANAGEMENT	\$ 1,000.00
			2. PAVEMENT MANAGEMENT SYSTEM UPDATE	\$ 22,000.00
			3. CONTINGENCY	\$ 2,000.00
TOTAL	\$ 25,000.00	\$ -	TOTAL	\$ 25,000.00

All costs shown in current dollars



**CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2020 - 2021
JUNE 24, 2020**

PARKS

1. Various Park Updates



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2020-2021

JUNE 24, 2020

PROJECT TITLE	Various Park Updates
REQUESTING DEPARTMENT	Engineering
DESCRIPTION	Replacement of park equipment at various parks throughout the City

BACKGROUND

This project provides for the replacement of aging park equipment at the various parks throughout the City.



CURRENT ESTIMATED COST	EXPENSES TO DATE	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00

FUNDING SOURCES			COST BREAKDOWN	
FUND	BUDGETED AMOUNT	EXPENSES TO DATE	DESCRIPTION	TOTAL ESTIMATED COST TO DATE
Measure A	\$ 300,000.00	\$ -	1. PROJECT MANAGEMENT	\$ 3,000.00
			2. CONSTRUCTION	\$ 260,000.00
			3. CONSTRUCTION MANAGEMENT / INSPECTION	\$ 18,500.00
			4. CONTINGENCY	\$ 18,500.00
TOTAL	\$ 300,000.00	\$ -	TOTAL	\$ 300,000.00

All costs shown in current dollars

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CITY OF MAYWOOD
CAPITAL PROJECTS
Adopted Budget
Fiscal Year 2020-2021

TYPE	Project #	PROJECT NAME	Total Project Cost	YTD Actual Expenditures	Projected Budget 20-21	FUNDING SOURCES 2020-21							
						Measure M	Measure A	Gas Tax	SLAD	SB-1	Prop C	Sewer Enterprise Fund	Measure R
Sewers	6101	Sewer Master Plan Update	240,958	180,958	60,000							60,000	
Sewers	6103	Sanitary Sewer Management Plan Update SSMP	80,340	25,340	55,000							55,000	
Sewers	6104	Randolph & Heliotrope Emergency Overflow Project	83,543	7,543	76,000							76,000	
Sewers	6105	52nd Place Sewer replacement Project	853,930	28,430	825,500			575,500				250,000	
Streets	6201	Slauson Avenue Corridor Improvements	65,000	-	65,000								65,000
Streets	6204	Pavement Rehabilitation- Various Streets	1,489,359	21,359	1,468,000	484,000				500,000			484,000
Streets	6205	Slurry Seal	515,046	15,046	500,000			500,000					
Streets	6208	Citywide Street Name sign and design	240,000	-	240,000			240,000					
Streets	6210	6.6KV Conversion in Loma Vista	300,310	310	300,000				300,000				
Streets	6213	Flashing Stop Signs	92,000		92,000						92,000		
Streets	6214	Street Striping	100,000		100,000						100,000		
Streets	6215	Pavement Management System	25,000		25,000						25,000		
Parks	6301	Various Park Updates	300,000		300,000		300,000						

		Total Capital Projects		4,385,486	278,986	\$ 4,106,500	484,000	300,000	1,315,500	300,000	500,000	217,000	441,000	549,000
* Pending Agreement approval from MTA														

*

**City of Maywood
Schedule of Positions
Adopted Budget
Fiscal Years 2020-2021**

Effective Date: July 1, 2020

Elected Officials

	Annual Base Stipend		
	Allocation	Minimum	Maximum
Mayor	1	\$ 6,670	\$ 6,670
Mayor Pro-Tem	1	\$ 6,670	\$ 6,670
Council Members	3	\$ 6,670	\$ 6,670
City Clerk	1	\$ 5,100	\$ 5,100
City Treasurer	1	\$ 5,100	\$ 5,100

Position Titles

	Annual Base Salary		
	Allocation	Minimum	Maximum
City Manager (CAO)	1	\$ 145,000.00	\$ 199,800.00
Executive Assistant	1	\$ 52,000.00	\$ 64,584.00
Administrative Assistance **	1	\$ 45,760.00	\$ 56,834.00
Administrative Analyst	1	\$ 62,400.00	\$ 77,501.00
Community Liaison	1	\$ 49,920.00	\$ 62,001.00
Finance Director	1	\$ 120,000.00	\$ 149,040.00
Fund Accountant	1	\$ 62,400.00	\$ 77,501.00
Finance Specialist **	1	\$ 49,920.00	\$ 62,001.00
Accounting Specialist I	1	\$ 49,920.00	\$ 62,001.00
Accounting Specialist II	1	\$ 54,080.00	\$ 67,167.00
Customer Service Rep I	1	\$ 41,600.00	\$ 51,667.00
Customer Service Rep II	1	\$ 43,680.00	\$ 54,251.00
Director of Building and Planning	1	\$ 120,000.00	\$ 149,040.00
Building Inspection/Code Compliance Supervisor *	1	\$ 88,200.00	\$ 109,544.00
Code Compliance Officer I	1	\$ 39,520.00	\$ 49,084.00
Secretary of Building and Planning	1	\$ 41,600.00	\$ 51,667.00
Parking Enforcement Officer I (part-time 980 hrs)*	1	\$ 17,640.00	\$ 21,909.00
Parking Enforcement Officer II	1	\$ 41,600.00	\$ 51,667.00
Senior Parking Enforcement Officer	1	\$ 43,680.00	\$ 54,251.00
Public Works Coordinator	1	\$ 62,400.00	\$ 77,501.00
Public Works Lead Maintenance Worker	1	\$ 54,080.00	\$ 67,167.00
Public Works-Part Time (980 hrs)	3	\$ 16,000.00	\$ 19,872.00
Community Service Officer (part-time 980 hrs)**	0	\$ 16,660.00	\$ 20,692.00

*Vacant Positions

** Vacant Positions not Budgeted



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: JUNE 24, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

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

BY: HRANT MANUELIAN, FINANCE DIRECTOR

RE: CONSIDERATION OF RESOLUTION NO. 6125 ESTABLISHING AN APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION FOR FISCAL YEAR 2020-2021.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 6125 that establishes the appropriations limit for Fiscal Year 2020-2021 at \$ 9,437,898.

BACKGROUND

An annual appropriations limit of tax proceeds of the General Fund, established by the City Council through a resolution, is required as a result of the 1979 Proposition 4, Gann Initiative, Article XIIIB of the State Constitution and Section 7910 of the Government Code. This limit, referred to as the Gann Limit, limits the level of appropriations from tax sources that state and local governments are

permitted to make in one given year. It also requires these agencies to return to taxpayers any tax revenues in excess of the limit.

DISCUSSION

Staff has prepared a series of worksheets to support the calculation of the FY 2020-2021 Gann Limit. Using the FY 2020-2021 Proposed Budget Revenues, each worksheet serves to carefully document the analysis of proceeds versus

non-proceed of tax, including an allocation of interest between all sources of revenue.

Worksheet No.6, for example, provides last year's (FY 2019-2020) limit \$9,341,291, the annual adjustment to the limit based on a weighted composite of population and inflation growth, and the new limit for FY 2020-2021, or \$ 9,437,898.

Worksheet No.4 shows how much the City expects to receive in proceeds of taxes subject to limitation for FY 2020-2021 at \$8,326,457 and its relation to the Gann Limit. These worksheets have been made available to the public for inspection.

It is important to mention that the City is safely within its Gann Limit by \$1,111,441 and that only 88% of the Gann Limit capacity is expected to be met in FY 2020-2021.

The City Council's goal of maintaining fiscal responsibility and stability will be advanced through the review and adoption of the Gann Appropriations Limit for Fiscal Year 2020-2021.

LEGAL REVIEW

The City Attorney has reviewed this report

FISCAL IMPACT

There is no fiscal impact as a result of this action and there will be no indirect or support cost requirements.

ATTACHMENT(S)

Attachment No. 1 - Appropriations Limit Worksheet No 1 thru 7

Attachment No. 2 - Adjustment factors & calculation of appropriations limit

Attachment No. 3 - Resolution No. 6125

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CALCULATION OF PROCEEDS OF TAXES
WORKSHEET #1

CITY OF: MAYWOOD

FY: 2020-2021

BUDGET: Yes Actual : No

FUND INCLUDED: GENERAL FUND

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
<u>TAXES:</u>			
Property Tax	739,000.00		739,000.00
Sales & Use Tax	1,776,000.00		1,776,000.00
Business License Tax-Revenue	190,000.00		190,000.00
Utility Users Tax	900,000.00		900,000.00
Transient Occupancy Tax	60,000.00		60,000.00
Cannabis Sales Tax	2,000,000.00		2,000,000.00
Other Taxes	-		-
Total Taxes	5,665,000.00	-	5,665,000.00
 <u>LOCALLY RAISED:</u>			
<u>LICENSES AND PERMITS:</u>			
Construction related permits		127,500.00	127,500.00
Other License fees/Permits		275,500.00	275,500.00
Total Licenses and Permits	-	403,000.00	403,000.00
 <u>REVENUE FROM OTHER AGENCIES:</u>			
Motor Vehicle in Lieu	2,930,000.00		2,930,000.00
Community Development (CDBG)		450,000	450,000.00
Other County Revenues			-
Total Revenues from Other Agencies	2,930,000.00	450,000.00	3,380,000.00
 <u>FINES AND FORFEITURES</u>			
General Court Fines		100,000.00	100,000.00
Vehicle Impound Fees		-	-
Parking citations		175,000.00	175,000.00
	-	275,000.00	275,000.00
 <u>USE OF MONEY AND PROPERTY:</u> (excluding Investment Earnings)			
Rents, royalties, concessions		212,400.00	212,400.00
Franchise Fees		165,000.00	165,000.00
Total Use of Money and Property	-	377,400.00	377,400.00
 USER FEES (from worksheet #1)		28,500.00	28,500.00
 <u>OTHER MISCELLANEOUS</u>			
Other Revenue	-	58,500.00	58,500.00
Total Other Revenues	-	58,500.00	58,500.00
 SUB-TOTAL	8,595,000.00	1,592,400.00	10,187,400.00
 <u>INTEREST EARNINGS FROM WORKSHEET #3</u>			
Amount of Interest Earned from Taxes		98,079	98,079 From Worksheet#3, Line G
Amount of Interest Earned From Non-Taxes		21,921	21,921 From Worksheet#3, Line H
Total Interest		120,000	120,000
 TOTAL REVENUE	8,595,000.00	1,712,400.00	10,307,400.00
 Reserve Withdrawals (Including Appropriated Fund Balance)	0	0	0
 Grand Total Budget	8,595,000.00	1,712,400.00	10,307,400.00

I. USER FEES
VERSUS COSTS
WORKSHEET 2

CITY OF MAYWOOD
FISCAL YEAR 2020-2021
BUDGET Yes ACTUAL _____

A. COSTS REASONABLY BORNE

County Sheriff and Crossing Guards
Public Works,
Building & Planning
Parks and City Facilities
General Government
TOTAL COST REASONABLY BORNE

PUBLIC SAFETY	PUBLIC WORKS	COMMUNITY SERVICES	GENERAL GOVT.	TOTAL
5,069,494				5,069,494
	488,093			488,093
	658,266			
		451,114		451,114
			2,357,717	2,357,717
5,069,494	1,146,359	451,114	2,357,717	8,366,418

B. FEE REVENUES

Construction related fees
Other Service Charges
TOTAL FEE REVENUE

0	28,500			28,500
		-		-
0	28,500	-	-	28,500

C. PROCEEDS OF TAXES

(I.E. Revenue that exceeds cost)

0	0	0	0	0
---	---	---	---	---

D. NON-PROCEEDS OF TAXES

0	28,500	-	0	28,500
---	--------	---	---	--------

City of Maywood
Interest Earnings Produced By Taxes
Worksheet#3

Fiscal Year 2020-2021
Budget Amount

		<u>Amount</u>	<u>Source</u>
A.	Non-Interest Tax Proceeds	8,595,000	Worksheet#1
B.	Minus Exclusions	<u>268,543</u>	Worksheet#7
C.	Net Invested Taxes	8,326,457	A-B
D.	Total Non-Interest Budget	10,187,400	Worksheet#1
E.	Tax Proceeds as Percent of Budget	82%	C/D
F.	Interest Earnings	120,000	Budget
G.	Amount of Interest Earned from Taxes	98,079	E*F
H.	Amount of Interest Earned From Non-Taxes	21,921	F-G
I.	Line G and H to Worksheet#2		

** Take the result of steps #G and #H
Copy on to Worksheet #1

City of Maywood
 Appropriations Subject to Limitation
 Worksheet#4

Fiscal Year 2020-2021
 Budget Amount

		<u>Amount</u>	<u>Source</u>
A.	Proceeds of Taxes	8,595,000	Worksheet#1
B.	Exclusions	<u>268,543</u>	Worksheet#7
C.	Appropriations Subject to Limitation	8,326,457	A-B
D.	Current Year Limit	<u>9,437,898</u>	Worksheet#6
E.	Over/Under Limit	(1,111,441)	C-D

City of Maywood
Population Increases
Worksheet#5

Fiscal Year 2020-2021

Budget Amount

Year	City Population	Percent change	County Population	Percent change
1/1/2012	27,719	0.09%	9,884,632	0.38%
1/1/2013	27,610	0.45%	9,958,091	0.69%
1/1/2014	27,758	0.47%	10,041,797	0.78%
1/1/2015	27,884	0.41%	10,136,559	0.82%
1/1/2016	28,219	0.44%	10,241,335	0.85%
1/1/2017	28,016	-0.02%	10,241,278	0.57%
1/1/2018	28,044	0.08%	10,283,729	0.51%
1/1/2019	27,971	-0.21%	10,163,507	-0.01%

City of Maywood
Appropriations Limit
Worksheet#6

Fiscal Year 2020-2021
Budget Amount

		FY 2019-2020	FY 2020-2021	Source
		Amount	Amount	
A.	Last Year's Limit	\$ 9,245,478	9,341,291	
B.	Adjustment Factors:			
	1. Population Percent (DOF)	0.9979%	0.9970% DOF	
	2. Inflation Percent (DOF)	1.0385%	1.0373% Worksheet #5	
	Total Adjustment Percent	1.0363%	1.0342% (B1*B2)	
C.	Annual Adjustment \$\$	\$ 95,813	\$ 96,607 (B*A)	
D.	Other Adjustments:			
	Lost Responsibility (-)			
	Transfer to Private (-)	0	0	
	Transfer to Fees (-)	0	0	
	Assumed Responsibility (+)	0	0	
	Other Adjustments (Explain)	0	0	
	Sub-Total	\$ -	\$ -	
E.	Total Adjustments	\$ 95,813	\$ 96,607 (C+D)	
F.	This Year's Limit	<u>\$ 9,341,291</u>	<u>\$ 9,437,898 (A+E)</u>	

City of Maywood
Excluded Appropriations
Worksheet#7

Fiscal Year 2020-2021

Budget Amount

	Amount	
<u>Federal Mandates</u>		
2008 bond Series payments (principal and Interest)	253,750	
FSLA Adjustment -FY 2020-21 (Medicare)	<u>\$ 14,793</u>	
Sub-Total	<u>\$ 268,543</u>	
Qualified Capital Outlays		
Sub-Total	<u>\$ -</u>	
Sub-Total	<u>\$ 268,543</u>	Copy to Worksheets #3 and #4
Total Excludable		

FY 2020-2021 ADJUSTMENT FACTORS & CALCULATION OF APPROPRIATIONS LIMIT

Under Proposition 111, each of the major adjustment factors have two options. The available options for these factors for the purpose of calculating the Fiscal Year 2020-2021 adjustments are as follows:

Price Factors:

A) Percent change in State per Capital Personal Income:	3.73%
Price Factor A	1.0373
B) Percent change in Assessed Valuation in non-residential new construction	4.61%
Price Factor A	1.0461

Population factors:

C) Percent change in County Population:	0.22%
Population factor C	1.0022
D) Percent change in City Population	-0.30%
Population factor D	0.997

Annual Adjustment Factors:

Based upon the actual data, the four possible adjustments factors are as follows:

$(A \times C) = (1.0373) \times (1.0022) =$	1.039582 <i>Recommended</i>
$(A \times D) = (1.0373) \times (.997) =$	1.034188
$(B \times C) = (1.0461 \times (1.0022) =$	1.048401
$(B \times D) = (1.0461 \times .997) =$	1.042962

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RESOLUTION NO. 6125

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD,
CALIFORNIA ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE
CITY OF MAYWOOD FOR FISCAL YEAR 2020-2021**

WHEREAS, Section 7910 of the California Government Code requires the City Council to establish its appropriation limit pursuant to Article XIII B of the State Constitution by resolution each year; and

WHEREAS, Section 7910 allows the City Council to choose between various factors to be used in the calculation of said appropriation limit, and

WHEREAS, the Finance Department of the City of Maywood has determined the City's appropriations limit for Fiscal Year 2020-2021 in accordance with the Constitution and laws for the State of California and the documentation used in said determination has been made available to the public in the office of the City Clerk.

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. The City Council elects to use as the annual adjustment factors in calculating the appropriations limit, the California per capita Income and the annual population growth for the City of Maywood, both as determined by the California Department of Finance.

Section 3. The City Council hereby establishes the appropriations limit for the City of Maywood for Fiscal Year 2020-2021 at \$ 9,437,898.

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 24th day of June 2020.



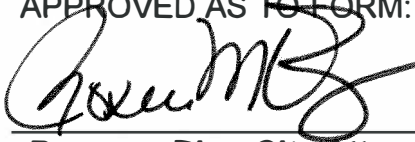
Eduardo De La Riva, Mayor

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. 6125 was adopted at a regular meeting of the City Council of the City of Maywood held on the 24th day of June, 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

AGENDA REPORT

CITY OF MAYWOOD



Public Hearing
AGENDA 3
ITEM NO. _____

DATE: JUNE 24, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION 6121, ADOPTING THE FISCAL YEAR 2020-2021 OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR THE CITY OF MAYWOOD

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No.6141, Adopting the fiscal year 2020-2021 operating and capital improvement budget; which includes the general fund and special revenue funds.

BACKGROUND:

The City has held two budget workshops to provide direction for the draft budget on May 27th, and June 10th. Based on these workshops and direction provided by Council, adjustments to the budget were made.

DISCUSSION:

Below includes a breakdown of the expenditures being proposed for the City's Operating Budget. Comprehensive booklets will be compiled and distributed after the City Council adopts the Operating Budget and Capital Improvement Program.

General Fund Revenues

Total General Fund revenues for FY 20-21 are estimated to be \$10,597,200 plus transfer in from Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 (Measure A) and Supplemental Law Enforcement Service Fund (SLESF) of \$587,000 for a total of \$11,184,200. See **Attachment No. 2** for detail listing of General Fund revenues.

General Fund Expenditures

Total General Fund expenditures for FY 20-21 are estimated to be \$11,197,171, which is \$361,624 more than was discussed and presented at the second budget workshop. The main reason for the increase was due to the addition of the various park rehabilitation projects as requested by Council, which will be funded by Measure A. Council had also directed staff to add \$25,000 for police suppression services and to budget for a comprehensive fee study which will cost approximately \$40,000. See **Attachment No. 3 and Attachment No. 4** for detailed listings of budgeted General Fund and Special Revenue Funds expenditures.

City Events

A total of \$27,400 has been budgeted for City events. Per Council direction the budget for Virtual Run Events was increased to have budget for multiple events throughout the year. See **Attachment No. 5** for list of city events and budgeted costs.

Capital Improvement Projects

As per direction from Council a budget of \$300,000 was added for various park facility repairs, replacements, and maintenance. The items will be for the replacement of playground equipment, bathroom renovations, and other items as needed. See **Attachment No. 6** for the complete list of projects, associated budgets, and funding sources.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

The City Council is asked to adopt a budget with a deficit of \$12,971 in the General Fund; however, the General Fund balance is estimated to be \$2,530,840 at the end of FY 20-21. The deficit can be attributed to various one-time expenditures, like the comprehensive fee study and a conservative revenue outlook due to COVID-19.

Below is the summary of estimated fund balances for the General Fund and Combined Special Revenue funds.

General Fund Estimated Fund Balance

	Estimated FY 20-21 Fund Balance
Estimated Beginning Fund Balance July 1, 2020	2,543,811
Revenue	10,597,200
Expenditure	11,197,171
Net Transfers In/(Out)	587,000
Change in Fund Balance	(12,971)
Ending Fund balance June 30, 2021	2,530,840

Combined Special Revenue Funds Estimated Fund Balance

	Estimated FY 20-21 Fund Balance
Estimated Beginning Fund Balance July 1, 2020	5,033,400
Revenue	4,637,158
Expenditure	5,605,657
Net Transfers In/(Out)	(587,000)
Change in Fund Balance	(1,555,499)
Ending Fund balance June 30, 2021	3,477,901

The fiscal impact of the proposed FY 20-21 budget for all funds of the City is summarized in **Exhibit A to Resolution No. 6121**.

ATTACHMENTS:

Attachment No. 1 – Resolution No 6121, A Resolution of The City Council of The City of Maywood Adopting The Fiscal Year 2020-2021 Operating And Capital Improvement Budgets For The City Of Maywood

Attachment No. 2 – General Fund Revenues Budget FY 2020-2021

Attachment No. 3 – General Fund Expenditures Budget FY 2020-2021

Attachment No. 4 – Special Revenue Funds Expenditures Budget FY 2020-2021

Attachment No. 5 – City Events and Budget FY 2020-2021

Attachment No. 6 – Capital Improvement Projects Budget FY 2020-2021

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RESOLUTION NO. 6121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADOPTING THE FISCAL YEAR 2020-2021 OPERATING AND CAPITAL IMPROVEMENT BUDGET

WHEREAS, the City Manager and the Finance Staff have prepared and submitted to the City Council the proposed budget for Fiscal Year 2020-2021 (FY20-21), which commences July 1, 2020 and ends on June 30, 2021; and

WHEREAS, on May 27, 2020 and June 10, 2020 the City Council conducted budget workshops to provide an opportunity to the public to comment on the proposed budget for FY 20-21; and

WHEREAS, the City Council has reviewed the proposed FY20-21 budget; and

WHEREAS, the City Council has determined it necessary for efficient management of the City to appropriate certain sums in various departments for various City activities.

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

Section 1. The Fiscal Year 2020-2021 Operating and Capital Improvement Budget is described in Attachment No. 3, Attachment No. 4 and Attachment No. 6 to the Staff Report of June 24, 2020 (collectively "Budget Attachments"). The Budget Attachments are hereby incorporated in full as if set forth herein.

Section 2. The City Council hereby adopts the 2020-2021 Operating and Capital Improvement Budget as described and in the amounts set forth in Budget Attachments. The General Fund Expenditures for Fiscal Year 2020-2021 shall not exceed \$11,197,171 and the Fiscal Year 2020-2021 Special Revenue Expenditures shall not exceed \$5,605,657. Within those expenditure amounts, there is included the City's Capital Improvement Budget as described in Attachment No. 6 and in the amount of \$4,106,500.

Section 3. The funds are hereby appropriated to the respective accounts for expenditure in Fiscal Year 2020-2021 as set forth in the Budget Attachments.

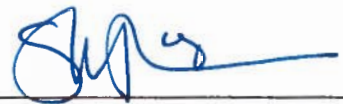
Section 4. The operating expenditures and estimated revenues are set forth in Exhibit A to this resolution.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution and the Budget Attachments as the Fiscal Year 2020-2021 budget on file, and effective as of July 1, 2020.

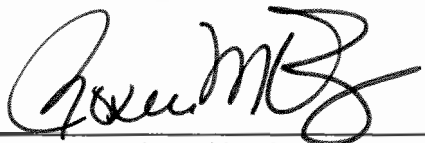
PASSED, APPROVED AND ADOPTED this 24th day of June 24, 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

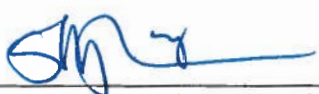
I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6121 was adopted at a regular meeting of the City Council of the City of Maywood held on the 24th day of June, 2020 by the following vote:

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

NOES:

ABSTAIN:

ABSENT:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

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Fiscal Year 2020-2021 Preliminary Budget General Fund Revenues

FY 2020-2021 Budget

Taxes

Franchise & Collectors Fee	165,000
Property Taxes	724,000
Utility Users Tax	900,000
Transfer Tax (Real Estate)	15,000
Transient Occupancy Tax	60,000
Cannabis Sales Tax	2,000,000
Sales Tax Revenue	1,776,000
Total Taxes	5,640,000

Licenses & Permits

Residential & Building Permits	40,000
Public Works Permit Fees	50,000
Other Fees & Permits	30,000
Occupancy Permits	10,000
Building Permits	60,000
Commercial Cannabis Renewal	105,000
Parking Permits	90,000
Apartment License	20,000
Business License	190,000
Vehicle License Fee - LA County	2,930,000
Total Licenses and Permits	3,525,000

Charges for Services

Rubbish Assessment	25,000
Plan Check Fees	35,000
Rents & Concessions	24,000
Total Charges for Services	84,000

Fines and Forfeitures

Penalties: Apt & Bus License	2,500
SEMC: Court Collections (DMV)	100,000
Parking Fines	175,000
Total Fines and Forfeitures	277,500

Leases and Concessions

Leased Property Rental Income	68,400
Total Leases and Concessions	68,400

	FY 2020-2021 Budget
Miscellaneous	
Interest Income	120,000
Miscellaneous Revenue	25,000
Other (Recycle + ABx1 Reimbursement)	7,300
Total Miscellaneous Revenue	152,300
Retiree Pension Levy	
Retiree Pension Levy	850,000
Total Retiree Pension Levy	850,000
Total Revenues	10,597,200
Transfers In	587,000
General Fund Revenue Totals	11,184,200

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Fiscal Year 2020-2021 Revised General Fund Budget Expenditures

Account Code	Account Title	<u>Revised FY 2020- 2021 Budget</u>
01	General Fund	
601	City Council	
5000	Elected Officials Stipend	43,549
5025	Miscellaneous Expense	200
5120	Office Supplies	1,000
5150	Medicare Expense	632
5151	Social Security	400
5271	Membership Dues	300
5290	Meetings & Mileage & Conference	20,000
5335	Phone Stipend	2,880
5470	Group Insurance	74,618
5500	P.E.R.S. Expense	2,852
Total 601 City Council		<u>146,431</u>
01	General Fund	
602	City Administration	
5001	Salaries	248,220
5150	Medicare Expense	3,600
5335	Phone Stipend	660
5470	Group Insurance	48,763
5500	P.E.R.S. Expense	33,653
Total 602 City Administration		<u>334,896</u>

Fiscal Year 2020-2021 Revised General Fund Budget Expenditures

Account Code	Account Title	<u>Revised FY 2020- 2021 Budget</u>
01	General Fund	
604	Finance	
5001	Salaries	306,957
5150	Medicare Expense	4,451
5470	Group Insurance	90,491
5500	P.E.R.S. Expense	26,632
Total 604 Finance		<u>428,531</u>
01	General Fund	
614	General Governmental Services	
5026	Bank Fees & Expenses	20,000
5100	Custodial Supplies	7,000
5120	Office Supplies	20,000
5125	Computer Software	20,000
5135	Information Technology	67,720
5141	New Recruit Expense	275
5200	Municipal Code Service	9,300
5210	Postage & Freight	14,000
5270	Dues & Subscriptions	2,000
5271	Membership Dues	24,000
5290	Meetings & Mileage & Conference	15,000
5296	Public Safety Service	5,094,494
5305	Elections	80,000
5330	Telephone Svc / Internet Svc	14,500
5405	Legal Services	350,000

Fiscal Year 2020-2021 Revised General Fund Budget Expenditures

Account Code	Account Title	Revised FY 2020- 2021 Budget
5430	Contractual Service	195,000
5434	Temp Services	25,000
5450	Worker's Compensation	43,500
5455	Unemployment Insurance	10,000
5460	Public Liability Insurance	226,600
5472	Medical Reimbursements	110,000
5490	Audit Expense	45,000
5630	Trash Bins	69,300
5751	Processing Fees & Charges	7,500
5770	Lease Payments	13,900
5920	Office Equipment	1,000
5958	CJPIA Installment Payment	144,000
5960	Principal	70,000
5965	Interest Expense	183,750
Total 614 General Government Services		6,882,839

Fiscal Year 2020-2021 Revised General Fund Budget Expenditures

Account Code	Account Title	Revised FY 2020- 2021 Budget
01	General Fund	
645	Building and Planning	
5001	Salaries	319,923
5023	Emergency Clean Up	5,000
5040	Planning Commission Stipend	3,900
5120	Office Supplies	1,500
5125	Computer Software	5,500
5150	Medicare Expense	4,639
5271	Membership Dues	35,635
5290	Meetings & Mileage & Conference	5,000
5294	Code Enforcement	700
5335	Phone Stipend	660
5410	Public Notices	35,000
5430	Contractual Service	192,045
5470	Group Insurance	75,399
5500	P.E.R.S. Expense	35,060
5670	Uniform Allowance	1,000
5955	Autos & Trucks-Repairs & Maintenance	4,000
Total 645 Building and Planning		724,961
01	General Fund	
648	Public Works	
5001	Salaries	32,932
5022	Street Repairs & Maintenance	136,000
5121	Public Works - Materials & Supplies	4,800
5150	Medicare Expense	478
5430	Contractual Service	305,000
5470	Group Insurance	4,025
5500	P.E.R.S. Expense	1,582
5560	Building Repair and Maintenance	5,000
5670	Uniform Allowance	500
5955	Autos & Trucks-Repairs & Maintenance	16,950
6000	Projects	300,000
Total 648 Public Works		807,267

Fiscal Year 2020-2021 Revised General Fund Budget Expenditures

Account Code	Account Title	Revised FY 2020- 2021 Budget
01	General Fund	
681	Community Services	
5001	Salaries	46,276
5028	Community Food Distribution	1,800
5120	Office Supplies	5,000
5150	Medicare Expense	671
5210	Postage & Freight	12,000
5237	Community Benefit Fund Expenditure	75,000
5270	Dues & Subscriptions	200
5290	Meetings & Mileage & Conference	2,200
5300	Natural Gas Service	1,500
5310	Electricity Service	31,000
5320	Water Service	52,000
5433	Animal Control Services	110,000
5470	Group Insurance	7,388
5500	P.E.R.S. Expense	3,579
5560	Building Repair and Maintenance	5,000
5670	Uniform Allowance	100
5751	Processing Fees & Charges	75,000
5978	Community Events	27,400
Total 681 Community Services		456,114
14	Pension/Retirement Fund	
614	General Governmental Services	
5502	PERS Inactive Rate Plan-Unfunded	1,177,888
5504	Active Unfunded Liability-Misc	238,244
Total Fund 14 Pension/Retirement Fund		1,416,132
Total		11,197,171

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Fiscal Year 2020-2021 Proposed Budget Special Revenue Funds Expenditures

Account Code	Account Title	Proposed FY 2020-2021 Budget
04	Gas Tax Fund	
602	City Administration	
5001	Salaries	16,996.00
5150	Medicare Expense	247.00
5470	Group Insurance	2,273.00
5500	P.E.R.S. Expense	3,235.00
604	Finance	
5001	Salaries	31,502.00
5150	Medicare Expense	457.00
5470	Group Insurance	8,863.00
5500	P.E.R.S. Expense	2,365.00
648	Public Works	
5001	Salaries	164,327.00
5017	Storm Drain Maintenance	12,342.00
5022	Street Repairs & Maintenance	15,000.00
5121	Public Works - Materials & Supplies	10,000.00
5150	Medicare Expense	2,383.00
5260	Safety Equipment	5,000.00
5310	Electricity Service	110,000.00
5430	Contractual Service	183,185.00
5470	Group Insurance	20,451.00
5500	P.E.R.S. Expense	6,921.00
5580	Sewer and Storm Drain	5,000.00
5950	Machinery & Equipment	-
6000	Projects	1,315,500.00
681	Community Services	
5035	Crossing Guard Service	61,800.00
Total Gas Tax		<u>1,977,847.00</u>
09	Proposition A Fund	
614	General Governmental Services	
5430	Contractual Service	415,000.00
Total Prop A Fund		<u>415,000.00</u>

10	Proposition C Fund		
602	City Administration		
5001	Salaries	16,996.00	
5150	Medicare Expense	247.00	
5470	Group Insurance	2,273.00	
5500	P.E.R.S. Expense	3,235.00	
604	Finance		
5001	Salaries	24,694.00	
5150	Medicare Expense	359.00	
5470	Group Insurance	8,391.00	
5500	P.E.R.S. Expense	1,910.00	
645	Building and Planning		
5271	Membership Dues	-	
5375	Fare Subsidy Expense	-	
5430	Contractual Service	-	
648	Public Works		
5271	Membership Dues	3,112.00	
5375	Fare Subsidy Expense	55,000.00	
5430	Contractual Service	92,520.00	
6000	Projects	217,000.00	
681	Community Services		
5001	Salaries	5,142.00	
5150	Medicare Expense	75.00	
5470	Group Insurance	821.00	
5500	P.E.R.S. Expense	386.00	
Total Prop C Fund		432,161.00	
12	Measure R Fund		
604	Finance		
5001	Salaries	15,751.00	
5150	Medicare Expense	229.00	
5470	Group Insurance	4,431.00	
5500	P.E.R.S. Expense	1,218.00	

645	Building and Planning	
5001	Salaries	6,976.00
5150	Medicare Expense	102.00
5430	Contractual Service	-
5470	Group Insurance	550.00
5500	P.E.R.S. Expense	1,328.00
6000	Projects	549,000.00
Total Measure R Fund		<u>579,585.00</u>
16	CDBG	
611	Community Development Block Grant	
5001	Salaries	73,374.00
5110	Parking Enforcement Supplies	200.00
5150	Medicare Expense	1,065.00
5430	Contractual Service	116,815.00
5470	Group Insurance	24,852.00
5500	P.E.R.S. Expense	8,826.00
Total CDBG		<u>225,132.00</u>
20	Measure M Fund	
648	Public Works	
5001	Salaries	54,446.00
5150	Medicare Expense	790.00
5430	Contractual Service	-
5470	Group Insurance	7,148.00
5500	P.E.R.S. Expense	1,317.00
6000	Projects	484,000.00
Total Measure M		<u>547,701.00</u>

22	Air Quality Improvement Fund	
645	Building and Planning	
5271	Membership Dues	1,500.00
Total Air Quality Improvement Fund		<u>1,500.00</u>
30	SB-1 Transportation Fund	
645	Building and Planning	
6000	Projects	528,284.00
Total SB-1 Transportation Fund		<u>528,284.00</u>
35	Sewer Fund	
645	Building and Planning	
5430	Contractual Service	30,000.00
6000	Projects	441,000.00
Total Sewer Fund		<u>471,000.00</u>
62	Street Lighting Fund	
648	Public Works	
5001	Salaries	3,696.00
5020	Street Light Maintenance	60,000.00
5150	Medicare Expense	54.00
5310	Electricity Service	65,000.00
5430	Contractual Service	90,000.00
5470	Group Insurance	411.00
5500	P.E.R.S. Expense	286.00
6000	Projects	208,000.00
Total Street Lighting Fund		<u>427,447.00</u>
Total Special Revenue Funds		<u><u>5,605,657.00</u></u>

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City of Maywood Events
Fiscal Year 2020-2021

Meetings/Workshops	880
Memorial Day Flag Ceremony	820
Summer Concert	3,000
Pool Day at the YMCA	100
Dodger Night	2,500
Easter Event	3,000
Trunk O Treat	2,600
Christmas Tree Lighting	2,500
Dodger RBI at the YMCA	5,000
Thanksgiving 5K	5,000
Virtual Run Events	2,000
	<u>27,400</u>

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CIP Projects 20-20 Proposed Budget

		Expenses to Date 18/19			Actuals	Actuals	Actuals	Budget	Total Estimated Cos Funding Source	
		FY 17/18	FY 18/19	FY 19/20	FY 20/21					
Sewers										
1	6101 Sewer Master Plan	180,958.35	74,697.35	106,261.00	-	60,000.00	240,958.35	Sewer Fund		
2	6103 Sanitary Sewer Management Plan Update SSMP	25,340.00	23,340.00	2,000.00	-	55,000.00	80,340.00	Sewer Fund		
3	6104 Randolph & Heliotrope Emergency Overflow Project	7,220.00	5,220.00	2,000.00	322.50	76,000.00	83,542.50	Sewer Fund		
4	6105 52nd Place Sewer Replacement Project	20,000.00	-	20,000.00	8,430.00	825,500.00	853,930.00	Sewer Fund, Gas Tax		
Total Sewer		233,518.35	103,257.35	130,261.00	8,752.50	1,016,500.00	1,258,770.85			
Streets										
5	6201 Slauson Avenue Corridor Improvements Project	-	-	-	-	65,000.00	65,000.00	Measures R		
6	6204 Pavement Rehabilitation Project FY 2019/2020 on Various Streets	-	-	-	21,358.75	1,468,000.00	1,489,358.75	Measures R & M, and SB1		
7	6205 Slurry Seal Project FY 2019/2020 on Various Streets	-	-	-	15,046.25	500,000.00	515,046.25	Gas Tax		
8	6208 Citywide Street Name Sign Design	-	-	-	-	240,000.00	240,000.00	Gas tax		
9	6210 6.6 KV Street Lighting Project	310.00	310.00	-	-	300,000.00	300,310.00	SLAD		
10	Flashing Stop Signs	-	-	-	-	92,000.00	92,000.00	Prop C		
11	Street Striping	-	-	-	-	100,000.00	100,000.00	Prop C		
12	Pavement Management System	-	-	-	-	25,000.00	25,000.00	Prop C		
Total Streets		310.00	310.00	-	36,405.00	2,790,000.00	2,826,715.00			
Parks										
13	Various Park Updates	-	-	-	-	300,000.00	300,000.00	Measure A		
Total All Projects		233,828.35	103,567.35	130,261.00	45,157.50	4,106,500.00	4,385,485.85			



AGENDA 6
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
BY: HRANT MANUELIAN, FINANCE DIRECTOR
RE: RESOLUTION OF THE CITY OF MAYWOOD ESTABLISHING A
RESERVE POLICY IN THE GENERAL FUND

RECOMMENDATION

Staff recommends that the City Council approve the resolution to establish a reserve policy.

BACKGROUND

The City of Maywood currently does not have a reserve policy and therefore does not have any funds set aside in a reserve fund in case of unforeseen economic downturn. As we are in the midst of a global pandemic the issue of having adequate reserves has come to light. Although there are state and federal funding that are being allocated to assist city's with the unexpected revenue loss and expenses there is a lag of when those funds are received and weather or not the expenditures will qualify per their guidelines.

Many cities have a reserve policy to accumulate and maintain reserves to help ensure both financial stability and the continued ability to provide core services. Sufficient reserves create financial stability resulting in increased credit quality and

allow cities to weather times of uncertainty and the impacts of negative events. Properly funded reserves allow for the continued maintenance of property and payment of expenditures beyond the amount of the funds available for a single fiscal year.

DISCUSSION

A reserve policy would protect the fiscal solvency of the City by mitigating the impact of economic fluctuations on revenues, to fund unforeseen expenditures, provide minimum levels of cash, and avoid the need to borrow for cash management purposes.

Establishing a General Fund Reserve Policy would provide a policy to see that the City's finances are managed in a manner which will (1) continue to provide for the delivery of quality services, (2) maintain and enhance service delivery as the community grows in accordance with the General Plan, (3) minimize or eliminate the need to raise taxes and fees because of temporary revenue shortfalls, and (4) establish the reserves necessary to meet known and unknown future obligations and the ability to respond to unexpected circumstances.

Staff is recommending that a 20% General Fund Operating Reserve be established. The General Fund Operating Reserve represents unrestricted resources available for appropriations by the City Council to address extraordinary needs of an emergency nature. At the current Fiscal Year 20-21 budget levels this would mean that \$2,239,434 would be put in reserves. However, as this is the majority of the expected ending fund balance not all of it would be moved at once. Rather we would need to build up the reserves to reach the 20% level over time. The timeframe as to when we will reach 20% is heavily reliant upon the City's cash flow needs and it could be several years before the City is able to the recommended 20% level.

There is a close correlation between reserve levels and cash balances, it is generally true that the higher the reserve level, the larger the cash balance. Adequate cash balances are important for two reasons; generating investment interest returns in support of operations and avoiding the potential cost of having to borrow money on a short term basis.

The Finance Department is in the process of updating the 5-year financial outlook which will likely reflect continued financial challenges as the economy is still not fully opened and back to normal as a result of the COVID-19 pandemic.

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 – Resolution No. 6133, A resolution of the City Council of the City of Maywood adopting the General Fund Reserve Policy

Attachment No. 2 – Reserve Policy

ATTACHMENT NO. 1

RESOLUTION NO. 6133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADOPTING THE GENERAL FUND RESERVE POLICY

WHEREAS, a reserve policy was created to protect the fiscal solvency of the City of Maywood by mitigating the impact of economic fluctuations on revenues, to fund unforeseen expenditure requirements, and to avoid the need to borrow cash for management purposes; and

WHEREAS, sufficient reserves create financial stability resulting in increased credit quality and allows the City to weather times of uncertainty and the impacts of negative events; and

WHEREAS, the proposed policy will provide guidelines for the use of reserves as well as minimum reserve levels so that the City's finances are managed in a manner which will (1) continue to provide for the delivery of quality services, (2) maintain and enhance service delivery as the community grows in accordance with the General Plan, (3) minimize or eliminate the need to raise taxes and fees because of temporary revenue shortfalls, and (4) establish the reserves necessary to meet known and unknown future obligations and the ability to respond to unexpected circumstances; and

WHEREAS, the policy proposes to establish a General Fund Operating Reserve balance of 20% minimum; and

WHEREAS, the City Council desires to establish a General Fund reserve policy;

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

Section 1. The City Council hereby adopts the General Fund Reserve Policy attached hereto as Exhibit A.

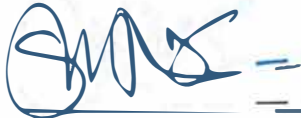
Section 2. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution and the Reserve Policy on file.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2020.


Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

APPROVED AS TO FORM:


Roxanne Diaz, City Attorney

Shirley Quinones

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6133 was adopted at a regular meeting of the City Council of the City of Maywood held on the 12th day of August, 2020 by the following vote:

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

NOES:

ABSTAIN:

ABSENT:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk

ATTACHMENT NO. 2



City of Maywood
Reserve Policy
8/12/2020

Purpose

To establish a reserve policy for the General Fund to accumulate and maintain reserves to help ensure both financial stability and the continued ability to provide core services. Sufficient reserves create financial stability resulting in increased credit quality and allows cities to weather times of uncertainty and the impacts of negative events. Properly funded reserves allow for the continued maintenance of property and payment of expenditures beyond the amount of the funds available for a single fiscal year.

Introduction

A reserve policy would protect the fiscal solvency of the City by mitigating the impact of economic fluctuations on revenues, to fund unforeseen expenditures, provide minimum levels of cash, and avoid the need to borrow for cash management purposes.

Establishing a General Fund Reserve Policy would provide a policy to see that the City's finances are managed in a manner which will (1) continue to provide for the delivery of quality services, (2) maintain and enhance service delivery as the community grows in accordance with the General Plan, (3) minimize or eliminate the need to raise taxes and fees because of temporary revenue shortfalls, and (4) establish the reserves necessary to meet known and unknown future obligations and the ability to respond to unexpected circumstances.

Policy

The City shall maintain General Fund Operating Reserves levels of no less than 20% of annual operating budget. The reserves may be used to provide temporary financing for unanticipated extraordinary needs of an emergency nature, such as major natural disasters, emergency storm drain repairs, litigation and/or settlement costs, pandemics, or unexpected liability caused by Federal or State legislative action.

If funds are spent from the operating reserves the funds should be replenished in the budget process during the subsequent fiscal year to maintain the minimum reserve balance.

The reserves will be calculated using the following years Adopted General Fund budgeted operating expenditures. Reserves will be evaluated annually in conjunction with the development of the City's annual operating budget and 5-year financial forecast. There is no maximum reserve level as any additional reserves would provide a greater level of fiscal security.



AGENDA 7
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER E. VASQUEZ, CITY MANAGER 

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR

SUBJECT: FIRST AMENDMENT TO THE SERVICES CONTRACT BETWEEN THE CITY OF MAYWOOD AND EXPERT BUILDING MAINTENANCE, LLC

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the professional services agreement for janitorial services between the City of Maywood and Expert Building Maintenance, LLC.

BACKGROUND:

On March 28, 2020, the City Council approved a janitorial services contract with Expert Building Maintenance, LLC. The contract has been providing cleaning and other services for city facilities including city parks. Due to this year's Coronavirus pandemic, more stringent cleaning and disinfecting measures have been necessary in efforts to provide more sanitary facility environments to city staff and to residents. This amendment would approve that cleaning and disinfecting services increase in frequency from three times per week to five times per week for the City Hall facility, which began on March 19, 2020 and which would continue to December 30, 2020. The cost for this increase in service frequency totals to \$22,500. This amendment further approves an additional \$3,000 for any additional **Covid-19** related services or supplies needed, and that written approval be a requirement for these services or supply requests. These

additional items were not considered for in this fiscal year's budget. The amendment takes into consideration the "Coronavirus Aid, Relief, and Economic Security Act" (CARES Act) which was approved by the federal government on March 19, 2020. The CARES Act provides that payments from the approved Coronavirus Relief Fund may only be used to cover costs that are necessary expenditures due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and were incurred during the period that begins on March 1, 2020, and ends on December 31, 2020. Because expenses for disinfection of public areas and other facilities are considered an eligible public health expense, the Coronavirus Relief Fund will cover these incurred costs. These additional services would increase the total not to exceed amount of the three year term contract from \$273,600 to \$299,100.

DISCUSSION:

City staff would like to amend the agreement to include additional janitorial cleaning and sanitizing services as a response to the COVID-19 pandemic in accordance with the federal government CARES Act. This additional precautionary service helps to greatly reduce the probability of Covid-19 contraction for city staff and residents.

LEGAL REVIEW:

Staff Report has been reviewed by the City Attorney.

FISCAL IMPACT:

Budget amendment of \$25,500 is needed for FY20-21 to cover the additional cost. These funds are expected to be reimbursed by the Coronavirus Relief Fund (CARES Act).

F.Y. 20-21 Impact: \$25,500	Current F.Y. Budget: \$305,000 (this amount includes all other Public Works contracts for FY 20-21)
Fund Impacted: General Fund	Budget adjustment requested: \$25,500
Source of funds: General Fund/CARES ACT	Updated Account Budget: \$330,500

Account number: 01-648-5430	For fiscal year: 20-21
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ATTACHMENT(S)

Attachment No. 1 – First Amendment to The Services Contract-Expert Building Maintenance

Attachment No. 2 – Janitorial Services Agreement

ATTACHMENT NO. 1

**FIRST AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT BETWEEN
THE CITY OF MAYWOOD AND EXPERT BUILDING MAINTENANCE, LLC**

This First Amendment is entered into as of August 12, 2020 and is to the Janitorial Services Agreement by and between the City of Maywood, a municipal corporation ("City") and Expert Building Maintenance ("Contractor") dated March 28, 2020.

RECITALS

A. The City and Expert Building Maintenance, LLC ("Contractor") entered into a services agreement on March 28, 2020 for janitorial services ("Agreement").

B. Due to the Coronavirus (COVID-19) pandemic, the city requested additional janitorial cleaning and sanitizing services from the Contractor as a measure against the highly communicable disease. Accordingly, the City requested that an increase of janitorial services from three days a week to five days a week be provided from the Contractor pursuant to the terms of the Agreement.

C. The federal government approved the "Coronavirus Aid, Relief, and Economic Security Act" (CARES Act). The CARES Act provides that payments from the approved Fund may only be used to cover costs that: (i) are necessary expenditures due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the City; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 31, 2020. Accordingly, because expenses for disinfection of public areas and other facilities are considered an eligible public health expense, the City will seek to expend Coronavirus Relief Funds for the services under this First Amendment.

D. The City and Contractor desire to enter into this First Amendment to provide for an increase of services and associated compensation related to services required due to COVID-19.

NOW THEREFORE, for good and valuable consideration, the City and Contractor mutually agree to as follows:

Section 1. The Contractor shall increase the janitorial services for City Hall and the Police Station facilities as described in the Agreement from three days a week to five days a week for the months of March through December 31, 2020 as determined by the City ("Additional Services"). Such Additional Services shall be performed and be subject to the terms of the Agreement. The City shall provide to Contractor additional compensation in the amount of \$2,250 per month, prorated as needed, for the Additional Services. The total compensation for the Additional Services shall not exceed \$22,500.

Section 2. Due to the COVID-19 pandemic, the City may request supplemental services from the Contractor from time to time during the term of the Agreement in an amount not to exceed \$3,000. If such services are requested, the Contractor shall provide a scope of services, along with the costs for such services, to the City for its written approval. The City shall be required to accept the proposal in writing prior to Contractor providing the supplemental services.

Section 3. Except as expressly modified by this First 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 First Amendment shall control.

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

CITY OF MAYWOOD:

CONTRACTOR: EXPERT BUILDING
MAINTENANCE, LLC

By: _____
Eduardo De La Riva, Mayor

By: _____

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

ATTACHMENT NO. 2

CITY OF MAYWOOD JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of March 28, 2020 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and Expert Building Maintenance, LLC ("Contractor").

In consideration of the mutual covenants hereinafter set forth and for good and valuable consideration, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Citywide Custodial and Janitorial Services as described in the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Proposal dated February 28, 2020, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (collectively "Work" or "Services"). In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.
2. Extra Work. Extra work, 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 work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.
3. Term. The term of this Agreement shall be from the Effective Date through March 27, 2023, unless sooner terminated pursuant to Section 13 of this Agreement or extended. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties.
4. Time of Performance. Contractor will not perform any work under this Agreement until Contractor furnishes proof of insurance as required under Section 14 of this Agreement and City gives Contractor a written notice to proceed. Should Contractor begin work in advance of receiving written authorization to proceed, any such Services are at Contractor's own risk.
5. Compensation. In consideration of the Services rendered hereunder, City shall pay Contractor an amount not to exceed Seven Thousand and Six Hundred Dollars (\$7,600.00) per month, in accordance with the prices as submitted in Exhibit C. Said Compensation shall constitute reimbursement of Contractor's fee for the Services as well as the actual cost of any labor, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies (including all janitorial supplies) necessary to provide the Service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$91,200, which includes expenses and additional services

(if any) during the one-year term of this Agreement ("Maximum Compensation"). If the City extends this Agreement, then the Maximum Compensation shall be increased for each additional one-year term by \$91,200. City shall not pay Contractor for any services not specified in the Services, unless the City authorizes such services in writing as set forth in this Agreement.

6. Payments.

A. Invoices. Contractor 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 Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payments. City shall make payments of all undisputed invoice amounts within 30 calendar days after receipt 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 Contractor.

7. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit C.

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 State Auditor 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 Services. 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. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Maywood Municipal

Code Chapter 3 of Title 3 ("Claims and Demands") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

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 Services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all Services 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, 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 \$1,000,000.00 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 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 \$1,000,000.00 per accident for bodily injury and property damage. If

Contractor does not use any owned, non-owned or hired vehicles in the performance of Services 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 \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) A policy to cover loss due to theft (whether money or real or personal belongings) as a result of any fraudulent or dishonest act by any employee in an amount not to exceed \$25,000 for each occurrence.

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 commercial general, automobile liability and risk of loss 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 Services 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. The City's Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph A herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

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 13 of this Agreement.

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

14. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it has: (i) thoroughly investigated and considered the scope of Services to be performed; (ii) carefully considered how the Services should be performed; and (iii) understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

B. If Services 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 Services hereunder.

15. Independent Contractor.

A. Contractor 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 Contractor or by Contractor's employees or other personnel under Contractor's supervision, and Contractor and all of Contractor'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. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor 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 Contractor's employees and other personnel performing any of the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor'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 Contractor'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. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform any of the Services required by this Agreement. Contractor shall perform all Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor'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 Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of any Services under this Agreement and as required by law. Contractor 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, Contractor 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. Contractor 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 Contractor'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 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 Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

16. 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."

17. 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.

18. 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 Services 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 Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

19. 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.

20. 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 Services under this Agreement, including a business license.

21. 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 Services 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.

22. 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 Services 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.

23. 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.

24. 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.

25. Non-Appropriation of Funds. Payments to be made to Contractor 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 Contractor's Services beyond the current fiscal year, this Agreement shall cover payment for Contractor'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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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:

Expert Building Maintenance, LLC
4596 Ish Drive, Suite 200
Simi Valley, California 93063

35. 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.

36. 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.

37. 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



Eduardo De La Riva, Mayor

ATTEST:



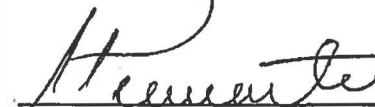
City Clerk
Shirley Divinones, Deputy City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

CONTRACTOR: EXPERT BUILDING
MAINTENANCE, LLC



Alberto Duarte

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide all required services for Citywide Custodial and Janitorial services as described herein and in the City's Request for Proposals dated February 14, 2020 ("RFP") incorporated herein as if set forth in full and Contractor's response to the City's RFP as set forth in Exhibit B for the City's two municipal buildings and five city parks.

The Contractor shall be required to resolve service concerns and to conduct monthly evaluations to assess the cleaning service at each building. A security review will be required for the contractor's employees accessing, working or supervising in the City buildings. The contractor shall provide all supervision, labor, equipment, materials, supplies, insurance, and other resources necessary to satisfactorily perform the custodial services, without the use of a sub-contractor. This includes all paper, trash liners, cleaning supplies, soap for dispensers, and other supplies necessary for the Services.

SCOPE OF WORK

I. City Hall and Police Station (3 days per week - Monday/Wednesday/Friday; between 5pm and 10pm)

A. Office areas and Common Areas

- 1.) Vacuum all carpeted areas including mats.
- 2.) Sweep and mop all composition floors.
- 3.) Empty all waste baskets and trash receptacles including shredders and replace liners.
- 4.) Dust all ledges.
- 5.) Spot clean all carpets.
- 6.) Spot clean partition glass, and interior glass panels, walls and doors for fingerprints and smudges.
- 7.) Dust all desk tops, telephones, chairs and other office furniture. Computer terminals and keyboards will not be touched unless requested.
- 8.) Wipe clean and sanitize side hand railing, door knobs/frames and light switches.
- 9.) Polish all drinking fountains.

B. Restrooms

- 1.) Empty and wipe out all waste paper receptacles.
- 2.) Empty sanitary napkin containers and replace insert.
- 3.) Polish all metal and mirrors.
- 4.) Clean and polish all dispensers.
- 5.) Clean and disinfect wash basins, toilet bowls, urinals and doorknobs.
- 6.) Spot clean walls around wash hand basins.
- 7.) Disinfect underside and tops of toilet seats.
- 8.) Mop restroom floors with germicidal solution.
- 9.) Dust all ledges.
- 10.) Refill soap, towel, tissue containers and seat cover dispensers.

C. Men's, Women's Locker rooms and restrooms

- 1.) Empty and wipe out all waste paper receptacles.
- 2.) Empty sanitary napkin containers and replace insert.
- 3.) Polish all metal and mirrors.
- 4.) Clean and polish all dispensers.
- 5.) Clean and disinfect wash basins, toilet bowls, door knobs and urinals.
- 6.) Spot clean walls around wash hand basins.
- 7.) Disinfect underside and tops of toilet seats.
- 8.) Clean all shower areas.
- 9.) Mop restroom floors with germicidal solution.
- 10.) Dust all ledges.
- 11.) Refill soap, towel, tissue containers and seat cover dispenser.

D. Break Room Area

- 1.) Wipe clean all tables and chairs.
- 2.) Sweep and mop clean all floors.
- 3.) Clean microwave oven inside and out.
- 4.) Empty all trash containers.
- 5.) Clean countertops and sink daily.
- 6.) Clean inside of refrigerator one time per month.

E. Miscellaneous

- 1.) Report any facility damage or damaged items.
- 2.) Turn off all lights, leave only designated night lights on.
- 3.) Keep janitorial/storage room's clean, orderly and safe at all times.
- 4.) Ensure that all doors are properly secured and any alarms are properly set before leaving the premises.

- 5.) Ensure no unauthorized personnel are allowed into the building at any time.
- 6.) Gym Area clean rubber floor mats once per week.
- 7.) Clean stairways.

F. Monthly Services

- 1.) Perform overhead dusting in all areas, including tops of doors, partitions and high ledges.
- 2.) Brush all wall and ceiling vents.
- 3.) Clean Police Station gym mirrors once per month.

II. CITY PARKS

City Park Locations (Daily – 365 days/year):

Riverfront Park 5000 Slauson Avenue Maywood, CA. (2 Restroom facilities)
Maywood Park 4801 E. 58th Street Maywood, CA.
Pixley Park 3626 E. 56th Street Maywood, CA.
Benito Juarez Park 5515 Maywood Avenue Maywood, CA.
Pine Park 5300 Pine Avenue Maywood, CA.

I. OPENING AND CLOSING OF CITY PARKS

1. Open park gates at 7AM and Close at 8PM; at all 5 parks 7 days per week/365 days per year. (Begin with Riverfront Park.)
2. Open Riverfront Park restrooms at 8AM and Close at 7PM; 7 days per week/365 days per year

II. CITY PARKS JANITORIAL TASKS

A. Janitorial services shall be provided at the following facilities 7 days a week:

Riverfront Park 5000 Slauson Avenue Maywood, CA. (2 restroom facilities)

B. Contractor shall be responsible for providing all City Park restroom and trash can cleaning equipment and any other necessary cleaning materials and supplies including but not limited to:

1. Hand towels.
2. Toilet tissue.
3. Toilet seat covers.

4. Liquid hand soap.
5. Trash bags/liners.
6. Floor disinfectant.
7. Powdered cleanser.
8. Urinal blocks.
9. Glass cleaner.
10. Foam cleaner.

C. Vandalism and Graffiti for Parks

Contractor shall communicate any instance of vandalism, theft of supplies or graffiti of city facilities to city staff no later than the following day.

D. Contractor shall perform the following Park janitorial tasks (Riverfront Park only):

1. Stock towels, tissue and hand soap.
2. Empty sanitary napkin receptacles and wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors and disinfect doorknobs/handles.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
7. Toilet seats to be cleaned on both sides using disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse Restroom floors with disinfectant.
12. Disinfect restroom dividers/partitions 3 times per week

E. Park Trash Cans (All Parks)

1. All trash receptacles are to be emptied including entrance containers and replace trash liner. Trash receptacles to be washed and sanitized once per month.
2. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard).

3. For Riverfront Park and Maywood Park: Weigh and record the total trash bag weight collected. One total weight per each park to be recorded on a daily weight sheet. Contractor to include a monthly weight sheet with invoice.

EXHIBIT B
Contractor's Proposal



Expert Building Maintenance, LLC

4596 Ish Drive Suite 200, Simi Valley CA 93063

Expert Building Maintenance is a Limited Liability Company

Primay Liaison- Alberto Duarte

(805) 520-1580 Fax: (805) 433-0035 AlbertoD@ebmcleans.com

Expert Building Maintenance, LLC is very willing to continue to service City of Maywood. We are confident that we can provide you with consistently outstanding service you require. We are extremely attentive to the needs of our clients. Responsiveness is vital, and you can rest assured that any discrepancies that may arise are resolved immediately. Of course, we are available on a 24-hour basis for any emergencies or special request.

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that the all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Signed by: Mr. Alberto Duarte

on February 28, 2020

Expert Building Maintenance, LLC
4596 Ish Drive, Suite 200 Simi Valley, CA 93063
(805) 520-1580 / (800) 771-1580 Fax: (805) 433-0035
www.ebmcleans.com email: expertbuilding@aol.com



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6. RFP scope of work	page 9-12
7. Compensation Form	page 13



Attachment A

Experience and Qualifications

Expert Building Maintenance was founded in 1992 by Robert Pedder and Alberto Duarte to answer a need in the business community for a professionally managed, comprehensive building maintenance company.

We provide janitorial services for many different industries including:

• General Offices	• Auto Dealerships
• Multi-Tenant Properties	• Financial Institutions
• Medical Facilities	• Fitness Centers
• Schools	• Churches
• Restaurants	• Day Care Centers

Our management team includes district supervisors in all areas we service to ensure that our clients and employees needs are provided for in a timely manner.

Our office staff consists of hard working, diligent workers who work as a team to provide clients with the satisfaction of knowing all issues which may arise will be resolved immediately. Our staff develops personal relationships with clients, to help ensure trust in our company.

EXPERT BUILDING MAINTENANCE staff is trained, committed, focused and sensitive to building security and access procedures. All employees are covered under liability, property damage and workers compensation insurance.



SUPPLIES AND EQUIPMENT

EXPERT BUILDING MAINTENANCE will furnish all of the cleaning supplies and equipment necessary to perform the work outlined in this proposal. All supplies will be of recognized quality and all equipment will be regularly maintained and upgraded as required.

PERSONNEL AND SECURITY

All employees are carefully screened for work history, job attitude, experience and reliability. Our application is available to you at all times. Our employees are appropriately instructed in the proper use of keys, locked or secured areas and any special alarm systems used in your facility. Work on your premises will be performed by permanently assigned employees.

SUPERVISION AND INSPECTIONS

Weekly day and night inspections, or other frequency agreed upon by the Parties, will be made of your facility by our management and supervisors in order to ensure consistently high levels of workmanship. Personnel from EXPERT BUILDING MAINTENANCE will meet with your representatives for scheduled quality control evaluations. Our service department is open **24 hours daily** to handle routine or emergency situations.



Attachment B

REFERENCES

FIRST NISSAN AND HONDA

2283 First Street
Simi Valley, CA 93065
(Car dealership)
7 days per week

Mr. Ed Esty
Owner
(805) 433-9437

VISTA FORD DEALERSHIPS

21501 Ventura Blvd.
Woodland Hills, CA 91364
(7 dealerships – Ford, Honda, Lexus, Lincoln Mercury)
7 Janitors, Seven days per week

Mr. Carl Tsai
Controller
(818) 884-7600

ISANA ACADEMIES

3580 Wilshire Boulevard
Los Angeles, CA 90010
(Sixteen Schools)

Mr. John Vargas
Chief of operations
(323) 291-1211

IDS REAL ESTATE GROUP

515 S. Figueroa Street, 16th Floor
Los Angeles, CA 90071
(One West Bank Locations)

Ms. Dinna Lugiman
Facilities Manger
(213) 347-6448



Attachment C

SUPERVISION

We at EXPERT BUILDING MAINTENANCE feel that Supervision is the most important part of our operations; ensuring that our Company succeeds in doing an exemplary job for each and every one of our Customers.

Our individual Janitors are trained in the use of all chemicals and equipment and are fully supervised for the first week of hire. After the first week, the Operations Supervisor will visit all locations, at least weekly, to meet with Janitors and check the standard of work performance.

We also work very hard to make sure our Janitors have the chemicals and equipment necessary to get the job done.

The management teams at Expert Building Maintenance are in the field also, visiting our clients to make sure they are happy and satisfied with our job performance, and also to make sure that the job is being completed as promised, per our contract.



Attachment D

INSURANCE

EXPERT BUILDING MAINTENANCE agrees to maintain public liability and property damage insurance insuring EXPERT BUILDING MAINTENANCE against all sums which EXPERT BUILDING MAINTENANCE is legally required to pay as damages because of bodily injury or property damage arising directly out of the work performed by EXPERT BUILDING MAINTENANCE with limits of at least \$1,000,000.

EXPERT BUILDING MAINTENANCE agrees to maintain insurance to pay such benefits as are required by the Workers' Compensation laws of the State of California to any person entitled thereto.

EXPERT BUILDING MAINTENANCE agrees to maintain insurance to indemnify EXPERT BUILDING MAINTENANCE against loss of money or other property, real or personal belonging to any and all clients, when such a loss is sustained as the result of any fraudulent or dishonest act by any employee(s), in an amount not to exceed \$25,000.

Certificates of all insurance will be submitted to you upon request.



Janitorial Supply List Prices

Toilet Tissue 2 ply 96 rolls / case	\$ 44.00
Jumbo Toilet Tissue 2 ply 12 rolls 1000' / case	\$ 42.00
Multifold Hand Towels 4000 / case	\$ 28.00
Single fold Hand Towels	\$ 42.00
Roll Hand Towels 12 rolls / case	\$ 46.00
Kitchen Roll Towels 30 rolls / case	\$ 45.00
C Fold Towels	\$ 42.00
Kleenex Facial Tissue 30 boxes / case	\$ 74.00
Large Trash Liners 250 / case	\$ 34.65
Medium Trash Liners 1000 / case	\$ 30.95
Small Trash Liners 500 / case	\$ 20.95
Heavy Duty Large Liners	\$ 36.95
Urinal Clean Screens 12 / case	\$ 28.95
Pink Lotion Hand soap 4 gals / case	\$ 38.00
Pina Colada Hand Soap 4gals/ case	\$ 38.00
Toilet Seat Covers	\$ 45.00
Time Mist Air Fresheners Refills 12/case	\$ 74.00
Kraft Sanitary Liners	\$ 29.95

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SCOPE OF SERVICES

Janitorial Specifications

City Hall and Police Station

(3 days per week)

A. Office areas and Common Areas

- Vacuum all carpeted areas including mats.
- Sweep and mop all composition floors.
- Empty all waste baskets & trash receptacles including shredders & replace liners.
- Dust all ledges.
- Spot clean all carpets.
- Spot clean partition glass & interior glass panels, walls & doors for fingerprints and smudges.
- Dust all desk tops, telephones, chairs and other office furniture.
(Computer terminals and keyboards will not be touched unless requested.)
- Wipe clean and sanitize side hand railing, door frames and light switches.
- Polish all drinking fountains.

B. Restrooms

- Empty and wipe out all waste paper receptacles.
- Empty sanitary napkin containers and replace insert.
- Polish all metal and mirrors.
- Clean and polish all dispensers.
- Clean and disinfect wash basins, toilet bowls and urinals.
- Spot clean walls around wash hand basins.
- Disinfect underside and tops of toilet seats.
- Mop restroom floors with germicidal solution.
- Dust all ledges.
- Refill soap, towel, tissue containers and seat cover dispensers.



C. Men's/Women's Locker rooms

- Empty and wipe out all waste paper receptacles.
- Empty sanitary napkin containers and replace insert.
- Polish all metal and mirrors.
- Clean and polish all dispensers.
- Clean and disinfect wash basins, toilet bowls and urinals.
- Spot clean walls around wash hand basins.
- Disinfect underside and tops of toilet seats.
- Clean all shower areas.
- Mop restroom floors with germicidal solution.
- Dust all ledges.
- Refill soap, towel, tissue containers and seat cover dispenser.

D. Break Room Area

- Wipe clean all tables and chairs.
- Sweep and mop clean all floors.
- Clean microwave oven inside and out.
- Empty all trash containers.
- Clean countertops and sink daily.
- Clean inside of refrigerator one time per month.

E. Miscellaneous, The janitors will...

- Report any facility damage or damaged items.
- Turn off all lights, leave only designated night lights on.
- Keep janitorial / storage room's clean, orderly and safe at all times.
- Ensure that all doors are properly secured and any alarms are properly set before leaving the premises.
- Ensure no unauthorized personnel are allowed into the building at any time.
- Gym Area clean rubber floor mats once per week.
- Clean stairways.



F. Monthly Services-

- Perform high dusting in all areas, including tops of doors, partitions and high ledges.
- Brush all wall and ceiling vents.
- Clean gym mirrors once per month.

II. CITY PARKS **(Daily Services)**

Riverfront Park as Follows:

A. Restrooms Daily

- Empty and wipe out all waste paper receptacles.
- Empty sanitary napkin containers and replace insert.
- Polish all metal and mirrors.
- Wipe towel cabinet covers.
- Clean and polish all dispensers.
- Clean and disinfect wash basins, toilet bowls and urinals.
- Spot clean walls around wash hand basins.
- Disinfect underside and tops of toilet seats.
- Mop restroom floors with germicidal solution.
- Dust all ledges.
- Refill soap, towel, tissue containers and seat cover dispensers.

B. Daily Services

- Empty and replace liners in all trashcans.
- Haul away trash to city yard.
- Open Riverfront gate 7am.
- Close Riverfront gate at 8pm.



Maywood Park as Follows:

A. Daily Services

- Empty and replace liners in all trashcans
- Haul away trash to city yard
- Open park gate 7am
- Close park gate at 8pm

Benito Juarez Park as Follows:

A. Daily Services

- Empty and replace liners in all trashcans
- Haul away trash to city yard
- Open park gate 7am
- Close park gate at 8pm

Pine Park as Follows:

A. Daily Services

- Empty and replace liners in all trashcans
- Haul away trash to city yard
- Open park gate 7am
- Close park gate at 8pm

Pixley Park:

A. Daily Services

- Empty and replace liners in all trashcans
- Haul away trash to city yard
- Open park gate 7am
- Close park gate at 8pm

EXHIBIT C
COMPENSATION



COMPENSATION

PRICING AND DELIVERY SCHEDULE Proposal of: Expert Building Maintenance, LLC
(Proposer Company Name)

To: The City of Maywood

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Pricing for Services

Proposers should submit their cost proposal according to the format provided below. Do NOT use "To Be Determined" or similar annotations for cost estimates. All pricing is to be fixed for the first 3 Years of the Contract.

City Hall (Three (3) Cleanings Per Week) Approximately 12,528 sq. ft (2 floors, 4 restrooms)

Rate per Service Day \$120.00

Weekly Rate \$362.50

Monthly Rate \$1,450.00

Police Station (Three (3) Cleanings Per Week) Approximately 6,000 sq. ft (2 floors, 4 restrooms, 2 showers)

Rate per Service Day \$25.00

Weekly Rate \$75.00

Monthly Rate \$300.00

Riverfront Park (Daily – 365 days/year) Approximately 1,000 sq. ft (2 restroom facilities)

Rate per Service Day \$73.75

Weekly Rate \$562.50

Monthly Rate \$2,250.00

Maywood Park (Daily – 365 days/year)

Rate per Service Day \$29.50

Weekly Rate \$225.00

Monthly Rate \$900.00

Pixley Park (Daily – 365 days/year)

Rate per Service Day \$29.50

Weekly Rate \$225.00

Monthly Rate \$900.00

Pine Avenue Park (Daily – 365 days/year)

Rate per Service Day \$29.50

Weekly Rate \$225.00

Monthly Rate \$900.00

Benito Juarez Park (Daily – 365 days/year)

Rate per Service Day \$29.50

Weekly Rate \$225.00

Monthly Rate \$900.00

TOTAL AMOUNT PER MONTH \$7,600.00 TOTAL AMOUNT PER YEAR \$91,200.00

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EXPEBUI-01

TIMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H&S Insurance Services, Inc. 887 Patriot Drive, Ste. D Moorpark, CA 93021	CONTACT NAME: PHONE (A/C, No, Ext): (805) 212-4890 FAX (A/C, No): (805) 212-4891 E-MAIL ADDRESS: 												
INSURER(S) AFFORDING COVERAGE													
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Greenwich Insurance Company</td> <td style="width: 20%; text-align: center;">22322</td> </tr> <tr> <td>INSURER B : Falls Lake Fire and Casualty Company</td> <td style="text-align: center;">15884</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Greenwich Insurance Company	22322	INSURER B : Falls Lake Fire and Casualty Company	15884	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : XL Specialty Insurance Company	37885												
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	NPC-1002603-00	1/4/2020	1/4/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			NBA-1002605-00	1/4/2020	1/4/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NEC-6005480-01	1/4/2020	1/4/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
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AGGREGATE	\$ 4,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	FLA000696-03	8/1/2019	8/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
C	Employee Dishonesty			NIM-1002604-00	1/4/2020	1/4/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Each Occur</td> <td style="text-align: right;">25,000</td> </tr> </table>	Each Occur	25,000												
Each Occur	25,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *30 days notice of cancellation except 10 days for non payment of premium.

The City of Maywood is named as additional insured as required by written contract. A waiver of subrogation applies to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Maywood 4319 E. Slauson Ave. Maywood, CA 90270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	All California Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract.	All California Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ORDINANCE NO. 20-06

AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING CHAPTER 10 OF TITLE 4 OF THE MAYWOOD MUNICIPAL CODE RELATED TO TOBACCO REGULATIONS TO PROHIBIT THE SALE OF FLAVORED ELECTRONIC CIGARETTES AND FLAVORED TOBACCO PRODUCTS AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Findings.

A. The City of Maywood has an interest in protecting the health and safety of its residents, including the youth of the community, from potentially dangerous products. The City Council has become aware of the growing epidemic of flavored electronic cigarette ("e-cigarette") use as well as flavored tobacco, including their use by youth, and the accompanying health risks posed by these products. The City Council acknowledges that limited federal and state regulation intended to prevent youth access to these products exist, but those regulations have proven ineffective in preventing youth access to these addictive and harmful products. The City Council desires to prohibit the sale of flavored e-cigarettes and flavored tobacco in the community in order to protect youth, as well as all residents, from what has increasingly become a substantial public health risk. The facts and evidence to support the City Council's findings, determinations, and regulatory actions with respect to flavored e-cigarettes are provided in the following paragraphs of findings.

B. The City Council is informed that e-cigarettes entered the marketplace around 2007, and since 2014, have been the most commonly used tobacco product among youth in the United States.¹ The dramatic surge in youth e-cigarette use ("vaping") is no accident. Electronic smoking devices are frequently marketed in a variety of flavors with obvious appeal to youth, such as gummy bear, cotton candy, and fruit punch. As of 2017, researchers had identified more than 15,500 unique e-cigarette flavors available online.² In addition, e-cigarette companies have effectively used marketing strategies, including celebrity endorsements, magazine advertisements, social media campaigns, paid influencers, and music sponsorships, to reach youth and young adults. A 2016 study found that 78.2% of middle and high school students -- 20.5 million youth -- had been exposed to e-cigarette advertisements from at least one source, an increase from 68.9% only two years before, in 2014.³

C. According to a recent study, one in five young adults use e-cigarettes daily or recreationally, believe e-cigarettes are harmless and not addictive, and think flavored e-cigarettes are less damaging to a person's health than non-flavored ones.⁴

D. According to the Centers for Disease Control and Prevention ("CDC"), the number of middle and high school students who reported being current users of tobacco products increased 36% -- from 3.6 million to 4.9 million students -- between 2017 and 2018. This dramatic increase, which has erased past progress in reducing youth tobacco use, is believed to be directly attributable to a nationwide surge in the use of electronic smoking devices by adolescents. There were 1.5 million more youth e-cigarette users in 2018 than in 2017, and those who were using e-cigarettes were using them more often. Frequent use of e-cigarettes increased from 20 percent in 2017 to 28 percent in 2018 among current high school e-cigarette users.⁵

¹ [*E-cigarette Use Among Youth and Young Adults: A Report of the U.S. Surgeon General*](#), U.S. Department of Health and Human Services (2016)

² [*California Tobacco Facts & Figures 2018*](#), California Department of Public Health, citing Zhu, S-H, et al., "[Evolution of Electronic Cigarette Brands from 2013-2014 to 2016-2017: Analysis of Brand Websites](#)," J Med Internet Res 2018;20(3):e80

³ [*Exposure to Electronic Cigarette Advertising Among Middle and High School Students -- United States, 2014-2016*](#), Centers for Disease Control

⁴ "[Know the Risks: E-cigarettes and Young People](#)," U.S. Department of Health and Human Services; See also [National Cancer Opinion Survey Summary](#), American Society of Clinical Oncology

⁵ [*Progress Erased: Youth Tobacco Use Increased During 2017-2018*](#), Centers for Disease Control

E. In December of 2018, the Surgeon General officially declared e-cigarette use among youth in the United States an epidemic.⁶ The Surgeon General issued an advisory on e-cigarette use among youth, noting that action must be promptly taken to protect the health of young people. As stated by the Surgeon General, "Most e-cigarettes contain nicotine -- the addictive drug in regular cigarettes, cigars, and other tobacco products. Nicotine exposure during adolescence can harm the developing brain -- which continues to develop until about age 25. Nicotine exposure during adolescence can impact learning, memory, and attention. Using nicotine in adolescence can also increase risk for future addiction to other drugs. In addition to nicotine, the aerosol that users inhale and exhale from e-cigarettes can potentially expose both themselves and bystanders to other harmful substances, including heavy metals, volatile organic compounds, and ultrafine particles that can be inhaled deeply into the lungs."⁷ During the same press conference on e-cigarette use that these statements were made, the Surgeon General was joined by the Secretary of the U.S. Department of Health and Human Services, Alex Azar, who called the historic increase in e-cigarette use by youth, which has outpaced any other substance, an "unprecedented challenge."⁸

F. This epidemic can therefore be attributed in large part to the appeal of flavored e-cigarette products to youth as well as the advertising and promotional activities by companies that glamorize use of e-cigarettes nationwide.

G. In addition to long-term health consequences of using e-cigarettes, as of October 22, 2019, the CDC confirmed that e-cigarette products have resulted in at least 34 deaths and 1,604 cases of lung illnesses over the last several months.⁹

H. The City Council recognizes that tobacco product use starts and becomes established primarily during adolescence. Flavored e-cigarettes and flavored tobacco promote youth initiation of tobacco use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products. Tobacco companies have used flavorings as part of a "graduation strategy" to encourage new users to start with tobacco products with lower levels of nicotine and progress to products with higher levels of nicotine. Nicotine solutions, which are consumed via electronic smoking devices such as e-cigarettes, are sold in thousands of flavors that appeal to youth, such as cotton candy and bubble gum.¹⁰

I. The City Council also recognizes the inherent danger of tobacco products and that the use of tobacco products has devastating health and economic consequences. Tobacco use causes death and disease and continues to be an urgent public health threat for families throughout California, as evidenced by the fact that nearly 40,000 Californians die from a tobacco-related disease each year.¹¹

J. The City Council finds that, given the surge in youth e-cigarette use and flavored tobacco, and ultimately, the rise in tobacco addiction, existing federal and state regulations have been insufficient and too slow in effectively battling the growing epidemic.

K. The federal Family Smoking Prevention and Tobacco Control Act (Tobacco Control Act), enacted in 2009, prohibits cigarettes with characterizing flavors other than tobacco and menthol, largely because these flavored products are marketed to youth and young adults, and younger smokers are more likely than older smokers to try these products. When Congress enacted the Tobacco Control Act, it found that the use of tobacco products by the nation's children is a pediatric disease of "considerable proportions" that results in new generations of tobacco dependent children and adults. Congress further found that virtually all new users of tobacco products are under the minimum legal age to buy the products. The

⁶ [*Surgeon General's Advisory on E-cigarette Use Among Youth*](#), 2018

⁷ *Id.*

⁸ [*Remarks for E-Cigarette Press Conference*](#), December 18, 2018, viewable at https://www.youtube.com/watch?v=y_Ou2gooyB0

⁹ [*Outbreak of Lung Injury Associated with E-Cigarette Use*](#) (Latest Outbreak Information), Centers for Disease Control (updated every Thursday and last accessed October 24, 2019)

¹⁰ [*E-cigarette Use Among Youth and Young Adults: A Report of the U.S. Surgeon General*](#), U.S. Department of Health and Human Services (2016)

¹¹ [*California Tobacco Control Program Overview*](#), California Department of Public Health, June 2017

Tobacco Control Act does not, however, prohibit the sale of non-cigarette tobacco products with characterizing flavors, including e-cigarettes. Instead, the Tobacco Control Act allows state and local governments to adopt more stringent requirements relating to or prohibiting the sale, distribution, possession, exposure to, access to, advertising, and promotion of such products.

L. The California STAKE Act (California Business and Professions Code Section 22950 et seq.) prohibits the sale of tobacco products and paraphernalia, including electronic devices that deliver tobacco and nicotine to individuals, other than active military personnel, under the age of 21. Similar to federal law, however, California does not prohibit the sale of flavored non-cigarette tobacco products such as e-cigarettes to persons over 21. The STAKE Act and California Penal Code Section 308 provide for civil and criminal penalties for selling, giving, or furnishing tobacco products or paraphernalia to persons under 21, however, the enforcement of these restrictions by the State has been insufficient to prevent the growing sale of these products to minors.

M. Given the prevalence of flavored e-cigarettes and flavored tobacco designed to appeal to young people in the market, as well as the rising rate of flavored e-cigarette use amongst middle school and high school age students, the City Council believes that existing federal and state regulations are insufficient to prevent youth from accessing these products, exposing them to significant health risks associated with vaping harmful chemicals and from the long-term effects of tobacco use.

N. Based upon the preceding findings, the City Council finds that protecting the citizens, especially minors, of Maywood against exposure to flavored e-cigarettes and flavored tobacco represents sound public health and fiscal policy and is consistent with the City's previous efforts to protect children from exposure to smoking.

O. Based upon these findings, the City Council determines that a prohibition on the sale of flavored e-cigarettes and flavored tobacco is necessary to protect the health and safety of the community.

Section 2. Section 4-10.101 (Definitions) of Chapter 10 (Tobacco Regulations) of Title 4 (Public Safety) of the Maywood Municipal Code is hereby amended to: (1) amend the definition of "Tobacco product"; and (2) add the following new definitions to the Section in alphabetical order, to read as follows. All other definitions shall remain the same, except that the definitions shall be re-lettered to maintain alphabetical order:

"Associated Product means a product intended for use with an electronic cigarette, including but not limited to flavor refills, cartridges, and component parts, whether or not the product contains nicotine.

Characterizing flavor means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that a tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or the provision of ingredient information.

Electronic cigarette means any electronic and/or battery-operated device or delivery system sold in combination with nicotine or other substances, in aerosolized or vaporized form, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic cigarettes include any component, part, or accessory of such a device that is used during the operation of the device when sold in combination with any liquid or substance containing nicotine. Electronic cigarettes also include any liquid or substance containing nicotine, whether sold separately or sold in combination with any device that could be used to deliver to a person nicotine in aerosolized or vaporized form. Electronic cigarettes do not include any battery, battery charger, carrying case, or other accessory not used in the operation of the device if sold separately. Electronic cigarettes shall not include any drug, device, or combination product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such approved use.

Electronic cigarette paraphernalia means any item designed or marketed for the consumption, use, or preparation of electronic cigarette products.

Electronic cigarette product includes: (1) any electronic cigarette; and (2) any Associated Product, component, part, or accessory intended or reasonably expected to be used with an electronic cigarette, whether or not sold separately.

Flavored electronic cigarette product means any electronic cigarette product that imparts a characterizing flavor. There shall be a rebuttable presumption that an electronic cigarette product is a flavored electronic cigarette product if an electronic cigarette retailer, manufacturer, or any employee or agent of an electronic cigarette retailer or manufacturer has made a statement or claim directed to consumers or to the public that the electronic cigarette product has or produces a characterizing flavor including, but not limited to, text, color, and/or images on the product's labelling or packaging that are used to explicitly or implicitly communicate that the electronic cigarette product has a characterizing flavor.

Flavored Tobacco Product means any tobacco product that contains a constituent that imparts a characterizing flavor to the tobacco product or smoke produced by the tobacco product, either by the addition of artificial or natural flavors or an herb or spice, including menthol, strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, or coffee. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has made a statement or claim directed to consumers or to the public that the tobacco product has or produces a characterizing flavor including, but not limited to, text, color, and/or images on the product's labelling or packaging that are used to explicitly or implicitly communicate that the tobacco product has a characterizing flavor.

Labelling means written, printed, or graphic matter upon any electronic cigarette product or any of its packaging, or accompanying such electronic cigarette product.

Manufacturer means any person, including but not limited to any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels an electronic cigarette product; or imports a finished electronic cigarette product for sale or distribution into the United States.

Nicotine means the chemical substance named 3-(1-Methyl-2-pyrrolidiny) pyridine or C[10]H[14]N[2], including any salt or complex of nicotine, whether derived from tobacco, or from any other source.

Packaging means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which an electronic cigarette product is sold or offered for sale to a consumer.

Tobacco product means: (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; (2) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah; and (3) notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately, including electronic cigarette paraphernalia and electronic cigarette products. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose."

Section 3. New paragraphs (g), (h) and (i) are hereby added to Section 4-10.109 (Other Requirements and Prohibitions) of Chapter 10 (Tobacco Regulations) of Title 4 (Public Safety) of the Maywood Municipal Code to read as follows:

"(g) *Sale of Flavored Electronic Cigarette Products Prohibited.* It shall be a violation of this section for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, any flavored electronic cigarette product after December 31, 2020.

(h) Sale of Flavored Tobacco Products Prohibited. It shall be a violation of this section for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, any flavored tobacco products after December 31, 2020."

(i) It shall be a violation of this section for any tobacco retailer to possess with intent to sell or offer for sale, any flavored electronic cigarette product and/or flavored tobacco product. There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored electronic cigarette products and/or flavored tobacco products, including but not limited to individual flavored electronic cigarette products or flavored tobacco products, packages of flavored electronic cigarette products or flavored tobacco products, or any combination thereof, possesses such flavored electronic cigarette products and/or flavored tobacco products with intent to sell or offer for sale."

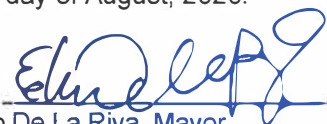
Section 4. Exemption from CEQA. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance will have a significant adverse effect on the environment because the Ordinance only prohibits the sale of flavored electronic cigarettes. The adoption of this Ordinance is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations. because the Ordinance is covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrases, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 6. Effective Date of Ordinance. This Ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 7. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2020.

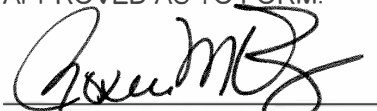

Eduardo De La Riva, Mayor

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 Ordinance No. 20-06 was adopted at a regular meeting of the City Council of the City of Maywood held on the 12th day of August, 2020 by the following vote: AYES: MARQUEZ, ALVAREZ, MEDINA, LARA, DE LA RIVA
NOES: None ABSTAIN: None ABSENT: None



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

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

BY: ROXANNE DIAZ, CITY ATTORNEY

RE: A RESOLUTION ELIMINATING THE COMPENSATION FOR THE ELECTED CITY CLERK AND THE ELECTED CITY TREASURER BEGINNING WITH SUCH OFFICIALS NEW TERM OF OFFICE AND REAFFIRMING THAT SUCH ELECTED OFFICIALS SHALL NOT RECEIVE ANY HEALTH AND WELFARE BENEFITS

RECOMMENDATION

Staff recommends City Council review and adopt Resolution No. 6134 eliminating the compensation for the Elected City Clerk and the Elected City Treasurer beginning with such officials new term of office and reaffirming that such elected officials shall not receive any health and welfare benefits.

BACKGROUND

The City of Maywood has both an elected City Clerk and City Treasurer. Government Code Section 36517 provides authority to the City Council to determine the compensation of the city clerk and city treasurer. In 2015, the City Council adopted Resolution No. 5839 which established the compensation of the City Clerk, referred to as a stipend, in the amount of \$425.00 per month. The same resolution established the compensation of the City Treasurer, referred to as a stipend, in the amount of \$200.00 per month. Such compensation was to

commence on January 1, 2016, subsequent to the election of those elected positions.

As for benefits, Resolution No. 5224 adopted on January 24, 2006, provided that “Neither the City Clerk nor the City Treasurer shall receive Health Insurance (including any Dental and/or vision benefits) or Life Insurance as a result of holding their respective offices.”

The proposed Resolution would eliminate the compensation for the elected City Clerk and elected City Treasurer beginning with the new term of office in December 2020. The Resolution would also reaffirm that no health and welfare benefits are to be provided.

DISCUSSION

The proposed resolution would eliminate the salary for the elected City Clerk and elected City Treasurer beginning with their new term of office. With the financial implications of COVID-19 and its impact on the community and the City, the funds currently provided to those officials could be reallocated back to the general fund for other purposes.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

The annual amount spent on City Clerk and City Treasurer compensation is \$6,600. If this Resolution was adopted, such funds would stay in the City’s general fund.

ATTACHMENT(S)

Attachment No. 1 – Resolution No. 6134

ATTACHMENT NO. 1

RESOLUTION NO. 6134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AMENDING THE COMPENSATION FOR THE ELECTED CITY CLERK AND THE ELECTED CITY TREASURER BEGINNING WITH SUCH OFFICIALS NEW TERM OF OFFICE AND REAFFIRMING THAT SUCH ELECTED OFFICIALS SHALL NOT RECEIVE ANY HEALTH AND WELFARE BENEFITS

WHEREAS, pursuant to the California Government Code Section 36517, the City Council has the authority to establish the compensation for the City Clerk and City Treasurer by ordinance or resolution;

WHEREAS, the City Council previously established by resolution the compensation for the City Clerk at the monthly amount of \$425 a month and for the City Treasurer at the monthly amount of \$100 a month;

WHEREAS, in light of the financial impact of the COVID-19 pandemic, the City Council desires to reduce such compensation and reallocate such savings back to the City's General Fund;

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

Section 1. Beginning with the new term of office for the elected City Clerk and the elected City Treasurer starting in December 2020 and thereafter, the City Clerk shall be compensated in the monthly amount of three hundred dollars (\$300.00) and the City Treasurer shall be compensated in the monthly amount of fifty dollars (\$50.00).

Section 2. As of the date when the November 3, 2020 City of Maywood General Municipal Election results are certified, Resolution No. 5839 shall automatically be rescinded and no further action is necessary to rescind such Resolution. It is the intent of the City Council that beginning with the new term of office for the elected City Clerk and the elected City Treasurer (which in this case is December 2020) that such officials shall receive the monthly compensation provided for in this Resolution as a result of holding their respective office.

Section 3. The City Council hereby reaffirms the determination set forth in Resolution No. 5224, that neither the City Clerk nor the City Treasurer shall receive and health and welfare benefits, which include but is not limited to, health, dental and vision insurance, as well as life insurance (collectively "Health and Welfare Benefits), as a result of holding their respective offices. Accordingly, the elected City Clerk and the elected City Treasurer shall not be granted, receive or collect Health and Welfare Benefits as a result of holding their respective offices.

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 12th day of August, 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)

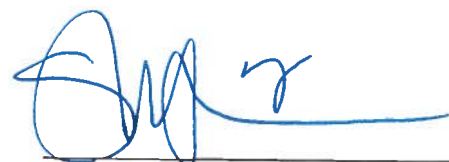
I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify the foregoing Resolution No. 6134 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting held on the 12th day of August, 2020, by the following roll call vote:

AYES: MARQUEZ, LARA, DE LA RIVA

NAYES: ALVAREZ, MEDINA

ABSENT:

ABSTAIN:


Gerardo Mayagoitia, City Clerk
Shirley Quinones, Deputy City Clerk



AGENDA 10
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

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

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

SUBJECT: DISCUSSION AND DIRECTION REGARDING CITY OF MAYWOOD
EMERGENCY RENTAL ASSISTANCE PROGRAM

BACKGROUND

City staff first prepared a report regarding City of Maywood Emergency Rental Assistance Program for the July 22nd City Council meeting. The item was continued to this meeting for discussion.

We are in the midst of a pandemic that has completely disrupted the economy and way of life for all. The pandemic has caused many businesses to close, forced layoffs and furloughs, which results in rent insecurity, and can later lead to evictions and homelessness. In response to these economic conditions, the City has issued an eviction moratorium on residential leases. Additionally, the City has been in constant collaboration with our partner agencies to keep our residents informed regarding the latest resources available for those impacted by COVID-19.

We have been successful at finding rental assistance programs for Maywood families and are continually addressing food insecurity by partnering with the LA FoodBank, YMCA and Heart of Compassion. As of July 29th, through the Community Infrastructure Renewal Fund program, Hub Cities has assisted a total of 63 Maywood residents and provided \$124,875.00 in financial assistance.

Furthermore, the Los Angeles County Board of Supervisors has passed the Los Angeles County's comprehensive CARES Act spending plan which allocates \$100 million for

rental assistance to assist vulnerable residents countywide, both unincorporated and incorporated areas, except for the City of Los Angeles.

ANALYSIS

Since the July 22nd City Council meeting the City has received its first of several CARES Act allocations from the State. The CARES Act funds are part of a federal stimulus program; thus, have certain restrictions and spending requirements. The City has been allocated \$344,534. These funds are being awarded to cities to help them cover the millions of dollars in unanticipated emergency spending to protect their residents and prevent further spread of the virus. While these funds will not cover all expenses cities have incurred fighting COVID-19 and keeping our communities safe, they will provide meaningful resources to help offset those costs. The City has estimated an expenditure of approximately of \$130,668 in expenses and future expenses up until December 31, 2020. These expenses include personal protective equipment, sanitizing supplies, equipment and furnishings to allow for a safe workplace; physical barriers to close parks and amenities; additional cleaning at our facility and bus stops; equipment to allow for telecommuting and virtual meetings. The remainder of the funds \$213,866 can be utilized for a City Emergency Rental Assistance Program. The emergency rental assistance grant program could be structured as rental payments made on behalf of a household in an amount determined by the City Council. The funds would need to be tied to federal income guidelines and go directly to a landlord for those who can show that they have been impacted by COVID-19.

In addition to this City funding source, the Council may choose to allocate unprogrammed CDBG funds for a rental assistance grant program. Staff is estimating that we will have approximately \$200,000 in unprogrammed Community Development Block Grant funds that can also be allocated for the grant program.

Lastly, as included in the July 22nd staff report the City can expect to receive \$256,740 in January 2021 from the Permanent Local Housing Allocation Program (PLHA). These funds can be used to participate in the County's Eviction Defense Program (EDP). The State funds will be a continual allocation for five years. The residents of Maywood could participate in the EDP and receive not only rental assistance but also supportive/case management services.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

The City can allocate \$413,866 from its unprogrammed CDBG funds and CARES Act.

Additionally, come January 2021 the City Council can allocate \$256,740 toward a comprehensive housing assistance program (EDP).

The expected unrestricted general fund balance as of June 30, 2021 is approximately \$1,821,850.

The City Council will also need to consider funding for administrative support as it relates to application assistance and review. City staff does not have the expertise nor is there the capacity to take on a rental assistance program. It is recommended that if the City Council so chooses to create a rental assistance program a non-profit experienced with establishing and running a rental assistance program be hired. The set-up process would be approximately two to three months.

In the interim, City staff and the City Council can assist Maywood renters by referring them to the County's programs. It is anticipated that the County's rental assistance program will be up and running this month.

Attachments:

Attachment 1: CITY OF MAYWOOD EMERGENCY RENTAL ASSISTANCE
PROGRAM, Staff report dated July 22, 2020

ATTACHMENT NO. 1



AGENDA 9
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: JULY 22, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

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

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

SUBJECT: DISCUSSION OF CITY OF MAYWOOD EMERGENCY RENTAL ASSISTANCE PROGRAM

BACKGROUND

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California.

These funds are meant to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock.

Consequently, the State has notified eligible entities that funding, Permanent Local Housing Allocation Program (PLHA), is now available. As reported to the City Council in early June the City will be receiving \$256,740. The allocation is based on population. This should be an annual allocation and is expected for at least five (5) years.

The Los Angeles Community Development Authority (LACDA) is applying to the California Department of Housing & Community Development on behalf of the County and its participating cities (which includes Maywood). It is estimated that the County will receive \$5.4 million for the unincorporated areas. The County plans to utilize the annual allocation to establish and implement an Eviction Defense Program (EDP) that would provide legal defense and eviction prevention resources for all eligible residents experiencing or at risk of homelessness via methods including, but not limited to, rental

assistance and supportive/case management services that allow people to obtain and retain housing. The County expects to receive funding in December 2020 and interested cities (which includes Maywood) should be prepared to participate by January 2021.

The City could utilize these funds on other eligible programs but given the City's limited capacity and lack of housing personnel the County's plan could be the best way to expend our funds help our community on an annual basis and not with just one-time resources.

The rental assistance through this program would be run by the County for its participating cities. The County would process and verify all loan applications.

In addition to this funding source, the Board of Supervisors passed a motion to provide CARES Act funds in the amount of \$30 Million for Emergency Rental Assistance. LACDA is working on a proposal, due to the Board towards the end of July, as to how the funds should be split amongst all cities. They are specifically looking at the needs from each Service Planning Area (SPA). Maywood is in SPA 7 and once funding amounts are available, we can assist our residents and landlords with applying for these funds. The staff at LACDA are already prepared to process and review applications as they have managed a similar program for the unincorporated areas.

The City may also opt to utilize unprogrammed CDBG funds for a rental assistance program; which can be initiated after the County's CARES Act funds are expended. This program is specific to those that have experienced COVID-19 related economic hardship.

Additionally, Councilmembers Medina and Alvarez have proposed that the City allocate \$600,000 to go towards a COVID-19 Emergency Rental Assistance Program; funding would be specifically for those that have experienced COVID-19 related economic hardship.

The proposed program would include an application; the grant could either be given out on a rolling basis, "first come, first served" or by lottery. The proposal also establishes an applicant criteria and income eligibility.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

The CARES Act rental assistance program and PLHA would utilize grant funds and would not have an impact on the General Fund. Residents could see assistance as early as August and could again be available in January.

The proposal to utilize general funds would have a significant impact on the City's general fund. The expected fund balance as of June 30, 2021 is approximately \$2,530,840. If \$600,000 was awarded to a rental assistance program the new general fund balance would be \$1,930,840; this is an unbudgeted item. In addition, there are unidentified costs associated with hiring a consulting firm or part-time/temporary employees to assist with application preparation, inquiries, application verification, and grant awards.

ATTACHMENT

Attachment 1: Proposal submitted by Councilmember Alvarez and Councilmember Medina

ATTACHMENT NO. 1

COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM

Program Budget: \$300,000

Purpose: The COVID-19 City of Maywood Emergency

Rental Assistance Program (COVID-19- DERAP) provides emergency rental assistance grants to income-eligible households economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, residing in the City of Maywood.

Emergency Rental Assistance grants are rental payments could be made directly to landlords on behalf of an income-eligible household in an amount determined by the City of Maywood, for a maximum period of 1 month to maintain housing and/or to reduce rental payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic. This rental assistance program will be deployed immediately to provide relief to both tenants and landlords.

The City of Maywood Cannabis Tax Revenue:

The Cannabis tax revenue will be used to fund the COVID-19 emergency rental assistance program. In the last **three years**, the City of Maywood has raised **XXXXX** in tax revenue from the Cannabis industry alone.

COVID-19-DERAP Eligibility:

Eligible households must meet all of the following criteria:

1. Reside in the City of Maywood for at least one year and proof of residence of one year.
2. Annual household income does not exceed the State of California, Housing and Community Development Department established "Moderate-Income" limits. Household income eligibility is based on the following three (3) factors:
 - a. Unit size;
 - b. The total number of persons residing in the household; and,
 - c. The total amount of the annual household income.
3. Economically impacted during the COVID-19 pandemic period beginning April 1, 2020-to present. (loss of income due to job loss/lay-off, reduction in hours, furlough, loss of business income, or COVID-19-related medical expenses.

4. Current residential lease or rental agreement with a bona fide landlord/property management company.
5. Completed W-9 form from bona fide landlord/property management agent or company.
6. Signed Program Participation-Payment Acceptance form from bona fide landlord/property management agent or company.
7. Confirmed current rental balance.
8. A completed application and all required supporting documentation must be submitted to be considered for assistance. Missing documentation will result in a denied application (no exceptions).

Rental Assistance Includes:

- a. Monthly Rental Payment made on behalf of eligible household to landlord/property management agent or company in a reasonable amount determined by the agency for a maximum of 1 month; or
- b. Monthly Rental Arrears Payment made on behalf of eligible household to landlord/property management agent or company in a reasonable amount determined by the agency for a maximum of 1 month; or
- c. Monthly payment combination of items and made on behalf of eligible households to landlord/property management agent or company.

APPLICATION ASSISTANCE AND SUBMISSION INSTRUCTIONS

Applications will be accepted on a rolling basis. Grants will be awarded to qualified applicants on a “first come, first served” basis until funds run out.

All application materials will be available online to download on **DATE** decided by the councilmembers and city manager.

For applicants who do not have access to a computer, internet, and/or printer, a paper application packet is also available in-person pick up.

Applications can also be picked up on Monday through Friday from 9:00AM-5:00PM, beginning date decided by the city councilmembers and city manager.

Program staff will review application information and provide an eligibility determination in a timely manner. All applicant household's information and

supporting documentation will be recorded accurately in an applicant file to demonstrate eligibility/ineligibility for this program.

A denied applicant file shall contain all submitted information and documentation, as well as the reason for denial (ex: over income limits, incomplete information, reside outside the service area). A denial may be appealed by filing a written notice of appeal and any information the applicant deems relevant to the appeal with the City Manager within 5 days. The City Manager, or his designee, shall review the information and make a determination within 10 days of receipt of the notice of appeal and associated documents.

An approved applicant file shall contain all submitted information and documentation necessary to meet all required eligibility criteria and contain completed forms, documentation, and necessary information for all members of an applicant household such as the following:

Residency:

Definition of a Household and Documentation of Household Members

A **Household** is defined as all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of persons who share living arrangements. Therefore, household member information must include, at a minimum, the following:

1. An applicant household must reside in a rental property located in the City of Maywood.
2. Full names and ages of all family members as well as any unrelated persons living in the residence; and
3. Signature of the primary applicant(s), certifying that the information provided related to the annual household income and members is correct.

Definition of Annual Income and Documentation of Household Income

Annual income is defined as the total gross amount of income received from all sources by adult individuals of the household who have earned or received income during a 12-month period prior to April 1, 2020. Additional information on household income is provided in Types on Household Income section below.

To determine program eligibility, all sources of annual income for each household member over the age of 18 and the exact amounts earned from each income source must be accurately documented. The primary applicant(s) are also required to certify by signature that the information provided regarding household members is correct.

Eligible households must be at or below the “Moderate Income” limits for confirmed household size. The Emergency Rental Assistance Program Household Income Limits are based on income requirements established by the State of California, Housing and Community Development Department, as displayed in this chart:

Emergency Rental Assistance Household Income Limits

Category:	1	2	3	4	5	6	7	8
80%	\$64,900	\$74,200	\$83,500	\$92,750	\$100,150	\$107,600	\$115,000	\$122,450

Documenting Economic Impact during COVID-19 pandemic period

Applicant households must submit documentation confirming negative economic impact during the COVID-19 pandemic period. Acceptable documentation sources include:

- A copy of household member(s) notification of job loss/termination from employer during the eligible pandemic period (April 1, 2020 to present); or
- A copy of household member(s) notification of furlough from employer during the eligible pandemic period (April 1, 2020 to present); or
- A copy of household member(s) notification or employer signed form confirming reduction in hours and/or pay during the eligible pandemic period (April 1, 2020 to present). The enclosed **Form C** may be used for this purpose; or
- A copy of household member(s) application during the eligible pandemic period (April 1, 2020 to present) and/or approval for Unemployment Insurance benefits; or
- A notarized affidavit signed that includes the name of the household member who is self- employed, the name and nature of the business, and narrative confirming economic impact on self-employment during an eligible pandemic period (April 1, 2020 to present).

Providing Emergency Rental Assistance

Emergency Rental Assistance grants are rental payments could be made directly to landlords on behalf of an income-eligible household in an amount determined by the City of Maywood, for a maximum period of 1 month to maintain housing and/or to reduce rental payment delinquency in arrears as a result of the economic downturn during the COVID-19 pandemic. This rental assistance program will be deployed immediately to provide relief to both tenants and landlords.

Emergency rental assistance will not be paid directly to households. Policies and procedures must establish how financial assistance is paid to the bona fide landlord/property management agent or company.

Emergency rental assistance shall be by the date specific on the current lease agreement and program staff will verify proper on-time partial or full rental payment has been made. The emergency rental assistance program will log all payments made on behalf of eligible households.

Confirming Current Lease Agreement

An applicant household must submit a copy of its current residential lease agreement for the address they reside in as a part of the emergency rental assistance application.

W-9 Form

A completed W-9 form from the bona fide landlord/property management agent or company must be submitted as a part of the emergency rental assistance application.

Program Participation-Payment Acceptance Form

A signed Program Participation-Payment Acceptance form from the bona fide landlord/property management agent or company must be submitted as a part of an applicant household's emergency rental assistance application.

Current Rental Balance

An applicant household must submit a copy of its current rental balance from the bona fide landlord/property management agent or company.

Landlord, Property Management Agent or Company

A bona fide landlord/property management agent or company is defined as the legal owner and/or representative of a Single-Family or Multi-Unit residential property leased for the purposes of permanent housing, entitled to collect rent as prescribed in a valid lease agreement.

In order to process and disburse emergency rental assistance payments to a bona fide landlord/property management agent or company, signed and completed W-9 and Program Participation-Payment Acceptance forms are required. The landlord/property management agent or company will abide by COVID-19-DERAP requirements and will be provided with a clear summary and schedule of payments to be made on behalf of eligible households.

Under no circumstances will the COVID-19- DERAP agency or staff be a party to any lease for which assistance is provided. Program administration contact numbers and information must be provided in case of questions or concerns.

In addition, the landlord/property management agent or company will be provided with an IRS 1099 form at the end of the calendar year for tax reporting purposes.

Types of Household Income

The following is a list of the types of household income most commonly encountered, as well as the kinds of documentation required for verification. This is not intended to provide an exhaustive list of possible income sources, but only those sources most commonly encountered. However, all applicant income sources must be clearly identified and documented. Applicants must submit

Form A – Household Income Self-Certification and

Form B – Individual Income Self-Certification, to determine annual household income.

A. Salary Income: The documentation of salary income must be obtained from at least **one (1) source**. The documentation may not be older than six (6) months, except for Federal and State income tax returns which may not be older than one (1) year. The documentation must be properly labeled and compiled in the applicant's case file in a readable format. Acceptable sources of income documentation include the following:

Federal or State income tax returns or W2 forms; or

Copies of the applicant's three (3) most recent paycheck stubs, establishing the applicant's monthly income; or

If above documentation is not available, certification of the applicant's monthly and annual income from the employer; the enclosed **Form C** may be used for this purpose.

B. Self-Employment: Any income from an adult household member who is self-employed must be documented and verified from at least **one (1)** of the following sources:

A copy of IRS Form 1040/1040A (tax return), if filed with the IRS for the last year; or

A notarized affidavit signed by the applicant that includes the name of the household member who is self-employed, the name of the business, and the prior year's estimated annual income.

C. Social Security/supplementary Security Income/ Social Security Disability:

Income from Federal or State retirement programs and disability must be verified from at least **one (1) source** that may not be older than six (6) months, unless noted below. Acceptable documentation sources include:

A copy of the applicant's monthly award check; or

A copy of a benefit verification letter (also referred to as an "award letter" or "income letter" and can be requested from local Social Security office by applicant); or

Copy of a bank statement showing direct deposits of applicant's award check; or

Copy of Social Security Form SSA-2458 which verifies benefits (can be requested from local Social Security office by applicant); or

Copy of Social Security form SSA-1099 (tax form mailed each year stating total amount of benefits received from the previous year.) May not be older than one (1) year.

Written certification from the awarding agency verifying the applicant's eligibility and the amount of the monthly benefits; the enclosed **Form D** may be used for this purpose.

D. Welfare/General Relief: Income from social aid programs [e.g., California Work Opportunity and Responsibility for Kids (CalWORKs), Temporary Assistance for Needy Families (TANF)] must be verified from at least **one (1)** of the following sources:

Copies of the applicant's most recent bi-monthly award checks.

Copy of most recent *Notice of Action* or award letter stating the amount of applicant's benefit; or

Written statement from caseworker stating the applicant's benefit amount; or

Written certification from the awarding agency verifying the applicant's eligibility and the amount of the monthly benefits; the enclosed **Form D** may be used for this purpose.

E. Pension Income: Pension Income must be verified from at least **one (1)** of the following sources:

A copy of the pension award letter; or

Copies of the applicant's three (3) most recent payment stubs verifying benefit amount; or

A copy of the applicant's bank statement demonstrating that the award check was directly deposited into the applicant's account.

F. Personal Interest: Personal interest from savings accounts or dividends from financial investments must be identified and documented as earned income. Adequate verification may include:

Federal income tax return; or

Copies of bank statements; or

All pages of investment statements indicating the amount of dividends earned.

G. Alimony/Child Support: Income received from alimony and/or child support payments must be documented and verified from at least **one (1)** of the following sources:

A copy of applicant's weekly or monthly check; or

A copy of a separation or settlement agreement or a divorce decree from a court establishing payments; or

A notarized affidavit, signed by the applicant, certifying to the amount of child support received.

H. In-Home Supportive Services: Income earned by a caregiver/caretaker providing in- home supportive services for a different household must be documented through copies of **the three (3)** most recent paycheck stubs, to establish the monthly income.

I. Rental Income: Income received from rental property must be documented as earned income and must be verified from at least two (2) of the following sources:

A copy of the property rental agreement signed by current tenant stating monthly rent;

A copy of recent rent check; and/or

A copy of the applicant's income tax return declaring earned rental income. May not be older than one (1) year.

Rent receipt book.

J. No Income: Should an adult member of the household (18 years and older) have no income to report, documentation to be submitted may include:

A notarized affidavit signed by the household member declaring he/she does not earn income that can be contributed to the household; or

Self-certification that the household member does not earn income; the enclosed **Form E** may be used for this purpose.

The calculation of annual income shall not include the following:

A. Income from Children, which is income from the employment of children (including foster children) under the age of 18 years.

B. Payments Received for the Care of Foster Children, including foster adults (usually persons with disabilities, unrelated to the family, who are unable to live alone).

C. Lump-Sum Payments, including additions to family assets, such as inheritances, insurance payments (e.g., health and accident insurance, and worker's compensation), capital gains and settlement for personal or property losses [except as provided].

D. Reimbursement for Medical Costs, including all payments received by the family that are specifically for, or in reimbursement of, medical expenses for any family member.

E. Live-in Aide, including the income of a live-in aide employed because of a medical condition or disability of a family member. A live-in aide is determined to be essential to the care and well-being of the person, not obligated for the support of the person, and would not be living in the unit except to provide the necessary supportive services.

F. Education Assistance, including the full amount of educational scholarships paid directly to the student or to the educational institution, and Government funds paid to a veteran for tuition fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income.

G. Armed Forces (Special Pay), specifically special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

H. Government Programs, including the following:

Amounts received under training programs funded by HUD and earnings and benefits from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government.)
Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
Amounts received by a participant in other publicly-assisted programs, which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and made solely to allow participation in a specific program.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937. Amounts paid by a State agency to a family with a member who has developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member living at home.

I. Temporary Income, considered temporary, nonrecurring or sporadic in nature (including gifts).

J. Income of Full-Time Students, earnings in excess of \$480 for each full-time student 18 years old or older attending school or vocational training (excluding the head of household and spouse).

K. Property Tax Refunds, including amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling of the unit.

L. Adoption Assistance Payments, in excess of \$480 per adopted child.

Record Retention, Program Reporting and Monitoring

The operating agency for the DERAP shall maintain applicant files, landlord/property management agent or company information, and all program administration (programmatic and financial) records, written and digital, for no less than a period of 5 years from the end of the program in accordance with State of California, Housing and Community Development Department .

The operating agency for the DERAP shall report, approved and assisted households, and their corresponding assistance information, weekly, or as directed by the funder. The operating agency for the DERAP shall periodically report to-date households assisted in a numeric and narrative format as directed by the funder. Financial and programmatic monitoring of the operating agency will be conducted by Community Development Commission of the City of Downey Housing Successor Agency staff.

Conflict of Interest

No COVID-19 DERAP funding will be provided to any member of the governing body of the City of Maywood, nor any designee of State of California, Housing and Community Development Department, or the operating agency who is in a decision making capacity in connection with the administration of this program; no member of the above organizations shall have any interest, direct or indirect, in the proceeds from a grant from this program

Program Overview

The COVID-19 City of Maywood Emergency Residential Rental Assistance Program provides emergency rental assistance grants to income-eligible households economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, residing in the City of Maywood.

Emergency Rental Assistance grants are rental payments made on behalf of income-eligible households to pay for past, current or future rent for a maximum period of 1 month as a result of the economic downturn during the COVID-19 pandemic. This rental assistance program will be deployed quickly to provide relief to both tenants and landlords.

Program Eligibility

Eligible households must meet all of the following criteria:

1. Reside in the City of Maywood.
2. Annual household income does not exceed the State of California, Housing and Community Development Department established "Moderate-Income" limits. Household income eligibility is based on the following three (3) factors:
 1. Unit size;
 2. The total number of persons residing in the household; and,
 3. The total amount of the annual household income.
3. Economically impacted during the COVID-19 pandemic period beginning April 1, 2020- to present.
4. Current residential lease agreement.
5. Completed W-9 form from bona fide landlord/property management agent or company.
6. Signed Program Participation-Payment Acceptance form from bona fide landlord/property management agent or company.
7. Confirmed current rental balance.

Income Eligibility

Annual income is defined as the total gross amount of income received from all sources by adult individuals of the household who have earned or received income during a 12-month period prior to April 1, 2020. Additional information on household income is provided in Types on Household Income section below.

To determine program eligibility, all sources of annual income for each household member over the age of 18 and the exact amounts earned from each income source must be accurately documented. The primary applicant(s) are also required to certify by signature that the information provided regarding household members is correct.

Eligible households must be at or below the “Moderate Income” limits for confirmed household size. The Emergency Rental Assistance Program Household Income Limits are based on income requirements established by the State of California, Housing and Community Development Department, as displayed in this chart:

Emergency Rental Assistance Household Income Limits

ly Size	1	2	3	4	5	6	7	8
	\$64,900	\$74,200	\$83,500	\$92,750	\$100,150	\$107,600	\$115,000	\$122,450

Application and Grant Distribution Process:

- Grants could be awarded to qualified applicants by a “first come, first served” basis until funds run out or lottery. This process will be determined by the council-members
- Applications will be accepted starting on the date determined by the city council-members



AGENDA 11
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

BY: GISSELLE S. DELGADO, COMMUNITY LIAISON

SUBJECT: CONSIDERATION OF AWARDING A CONTRACT FOR WEBSITE RE-DESIGN AND MAINTAINANCE FOR THE CITY'S WEBSITE TO CIVIC PLUS

RECOMMENDATION:

Staff recommends that City Council award a contract to CivicPlus for website re-design, maintenance of the City's website, and associated software (CivicEngage, CivicSend and CivicClerk), and approve an agreement in the form approved by the City Attorney for a not-to-exceed amount of \$41,115 for the first-year and a not-to-exceed amount of \$20,011 annually thereafter, for 3 years.

BACKGROUND:

On May 27, 2020, City Council approved and directed the advertisement of a Request for Proposal (RFP) for the City's website re-design and maintenance.

Evogov is currently hosting the City's webpage. Evogov will continue serving the City of Maywood until CivicPlus is ready to go live. It is projected that it will take 4 to 5 months for the new website to be re-designed

DISCUSSION:

In the response to the RFP, staff received three (3) proposals, each provided a presentation for the City's evaluating team and were evaluated under four distinct components:

1. Firm's qualifications and financial stability
2. Qualifications of staff, operations, facility, and resources
3. Innovative design, simplicity, and visual graphics
4. Accessibility, ability to perform online services
5. Cost effectiveness

Each proposal was ranked, and based on the RFP's evaluation and interviews, the top firm selected was CivicPlus.

It is Staff's recommendation to award a contract to CivicPlus for the City's website re-design and maintenance for an amount not-to- exceed \$41,115 for the first year and for the following annual fees in an amount-not-to exceed \$20,011. The term of this Agreement shall be 3 years, from the Effective Date unless sooner terminated as provided in the Agreement. In addition, there are two one-year options for renewal.

CivicPlus will incorporate distinct features such as (See Attachment 2):

- 100 GB of storage

- 20 hours of additional design time that may be used after the website goes live

- 2 days of virtual content consulting

- Software and maintenance including service patches and system enhancements, amongst other features.

The fee proposal includes, the following software tools: CivicEngage, CivicSend, and CivicClerk. These tools will allow for streamlined processes, so that we may better serve the growing needs of the residents and businesses in Maywood.

CivicEngage is a content management system that CivicPlus will create a responsive website display. It uses a mobile-first design approach to ensure that the website is fully responsive. A dedicated design team will assist Staff with the implementation process and website launch. The proposal also includes a content development team to migrate content to the new CivicEngage Website, this will help the streamline process for Staff before going live with the City's website.

CivicSend is a communication module that will be used to efficiently distribute general (non-emergency) communication to residents. CivicSend will allow staff to provide multiple communication channels, including email, SMS/text, Facebook, and Twitter to further engage our community and deliver information instantly. By having the ability to send out immediate notices such as our city newsletters or city updates, staff can

ensure that the Maywood community will be well engaged and remain up to date this communications module. Once this tool is in place the City will stop using Nixle to send out SMS/text updates.

CivicClerk simplifies the entire City Council and Planning Commission Agenda process. The program will automate and manage meeting agendas and packets. It will allow for automation of meeting minutes, provide view and management content access to Council and Commission members. It also gives Council and Commission members the ability to vote electronically from any connected device. Lastly, CivicClerk will allow for Live Streaming and On Demand Video.

Due to the pandemic staff has found the need to offer more services and resources online and through a virtual space. This is the reason for the recommendation to not just re-design the City website through CivicEngage, but to also include CivicSend and CivicClerk. These software tools will provide the public with 24/7 access to many of the City's services and resources.

LEGAL REVIEW:

City Attorney has not reviewed this report.

FISCAL IMPACT:

There is no fiscal impact and no budget adjustment required as these funds have already been budgeted for. There is available budget for this item in the amount of \$44,000.

F.Y. 20-21 Impact: \$41,115	Current F.Y. Budget: \$ 44,000
Fund Impacted: Information Technology	Budget adjustment requested: \$0.00
Source of funds: General Fund	Updated Account Budget: \$2,885
Account number: 01-614-5135	For fiscal year: \$41,115

ATTACHMENT(S)

Attachment 1: Request for Proposal for Website Re-Design and Maintenance
May 27, 2020

Attachment 2: Professional Services Agreement for CivicPlus Website Re-Design
and Maintenance

Attachment 3: CivicPlus Scope of Services

Attachment 4: CivicPlus Price Revised

August 5, 2020

ATTACHMENT NO. 1

Request For Proposals
To Provide Website Re-Design and Maintenance
Services



City of Maywood
Maywood's City Manager's Office
4319 E. Slauson Ave.
Maywood, CA 90270

RFP Release Date: May 27, 2020
RFP Response Due: Thursday, June 12, 2020 by 5:00 p.m.

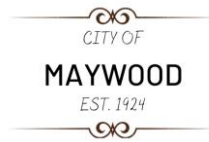
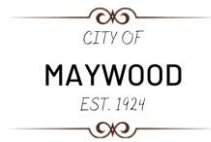


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B. Affidavit of Non-Collusion

C. Sample Agreement for Website Re-Design and Maintenance Services

- **Exhibit A: Scope of Services**
- **Exhibit B: Cover Page**

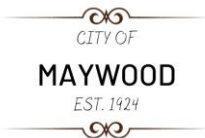
D. Local Business Preference Policy

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G. Proposals Statement

H. Sample Additional Insured Enforcement for Commercial General Liability Policy



I. INTRODUCTION

Community Profile

Incorporated in 1958, the City of Maywood (the “City”) is both an industrial and residential community of approximately 27,000 residents and encompasses 1.18 square miles. Maywood is a Gateway city in the Los Angeles County. Both the residents and business community are working together to make the community a better place to live and work. Services provided by the City include administration, building and planning inspection, transit, street maintenance and contract wastewater management. The City is currently focusing on the need to improve opportunities as well as changing the environment to make the community a better place to live and work.

II. PURPOSES & SERVICES DESCRIPTION

The City of Maywood is requesting proposals from qualified web site designers and related maintenance. The required services and performance conditions are described in the Scope of Work (or Services).

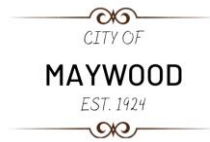
It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of Maywood reserves the right to extend the term of this contract for two additional (1) one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents. The proposal package shall present all-inclusive fees for each year of the contract term. Any Proposer submitting shall state their willingness to agree to the following terms and conditions:

- The awardee must be fully committed to the mission of the City of Maywood.
- **Termination** - A termination agreement is to be negotiated between the parties that includes provisions on termination for cause and termination for convenience.
- **Oral Presentations** - Any Proposer who submits a proposal in response to this Request for Proposal (RFP) must be willing to make oral presentations related to contract-related activities at the request of the City of Maywood via video conferencing.
- **Compensation** - The schedule of compensation will be mutually negotiated. The compensation plan will include payment based upon an assessment of the Proposer’s attainment of specific, measurable outcomes or “performance benchmarks,” which will be mutually developed between the City of Maywood and the selected Proposer.

III. SCOPE OF SERVICES

The City of Maywood is soliciting responses from qualified firms to update and maintain its website to enhance the user experience, simplify content management, and provide better information and customer service to its community, while meeting high standards for design quality and visual appeal. Effective websites provide interactive content that keeps users engaged and coming back.

Additionally, effective websites also must ensure that content sought is easily found and that navigation



remains user friendly for all internet operating systems and mobile devices. The following are services that are desired for the City's website. Depending on budget and timing, these may come in a phased approach. As such, it is possible that, at the City's discretion, that not all items listed below will be implemented in the scope of this proposal.

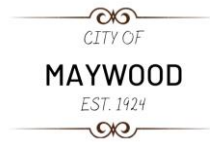
IV. GENERAL INFORMATION

1. The term of the contract will begin after the contract award by the City Council and approval of required bonds.
2. The Contractor is expected to establish and maintain a close working relationship with City Staff throughout the duration of the agreement.
3. For the duration of the contract, the selected Contractor shall maintain the same Project Manager, as specified in the Proposal and approved by the City. In the event that the authorized Project Manager terminates employment, the Contractor shall make a demonstrated and concerted effort to maintain the Project Manager in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Project Manager will require written City approval.
4. This Request for Proposal does not commit the City to pay any cost incurred in the preparation of a response to this RFP. All costs incurred in the preparation of this proposal, the submission of additional information, attendance at preproposal conference, negotiations with City, and/or any other aspect of a proposal prior to award of a written contract will be borne by the proposal. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in the proposal.
5. The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the prime contractor and the City shall assume no liability of such subcontractors.

V. ADDENDA

Any subsequent changes in RFP from the date of preparation to date of submittal will result in an addendum or amendment by using the issuing office. Notification of such addendum or amendment shall be affected by posting on:

https://gap.questcdn.com/gap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=6589136&group=6589136, as set forth in the Notice Inviting Proposals.



VI. RULES FOR PROPOSALS

The signer of the RFP must declare in writing that the only person, persons, company, or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the proposer.

VII. PROPOSAL REQUIREMENTS AND EVALUATION

The RFP is intended to assess and evaluate each firm's capabilities as they apply to the proposed project.

SUBMITTAL REQUIREMENTS OF PROPOSAL

- A. The electronic submittal is emailed to the City Contact (See Section VIII.), by the RFP due date and time deadline.
- B. Title the e-mail so it won't be lost in an e-mail stream (RFP: Website Design from "Entity")
- C. Any risks associated are borne by the proposer.
- D. The City email system will allow documents up to 10 megabytes
- E. Do not zip the RFP response. The City email system will strip out any attachments that are in .zip format.
- F. Structure your proposal to include the Scope of Services response, general time implementation schedule, fees/contract price, and exhibits.

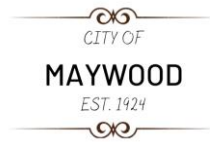
Each firm must address each of the following items in its response to the RFP, see section IX and X for additional details.

EVALUTATION

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel or such other persons as directed by the City Manager.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City shall secure the professional services herein based upon demonstrated competence, professional qualifications, and suitability for the proposed scope of work. While cost is not the determining factor, the City reserves the right to consider cost as a relevant factor in the review of the proposals submitted. In addition, the City reserves the right to negotiate with one or more of the respondents for the same services.

- A. Statement of Qualifications – In order to maintain uniformity, the Statement of Qualifications must be limited to a MAXIMUM of 30 PAGES (excluding front and back covers, section dividers and



exhibits). The page limitation includes all appendices, attachments, and supplemental information.

The following information is required:

- A. Cover Letter – A letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
- B. Firm and Personnel Experience- A profile of the firm’s experience including the names and experiences of personnel and sub consultants who will be providing services. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual’s time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation if invited for an interview.
- C. Implementation Plan- Proposer shall submit a general description of the deliverables and timelines to complete the project.
- D. Financial Responsibility (Capacity): If requested, proposer must be willing to submit its most recent audited financial statement, evidencing proposer’s financial capacity to fully perform the required services.

VIII.COMMUNICATION AND CLARIFICATION DEADLINE

No oral interpretations will be made by the City to any proposer as to the meaning of requirements identified herein, including the Scope of Services in writing. Please submit all inquiries via email to City Contact, Gisselle Delgado, by 5:00 p.m., on June 5, 2020. Significant interpretations or clarification will be made by an addendum to this RFP. Addenda may become part of the agreement documents.

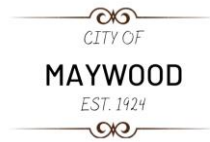
Proposals shall contain the name of this RFP and can be mailed or delivered but must be received by the City by 5 PM, June 12, 2020 at the address below. Due to COVID-19, we are allowing electronic transmissions to be submitted to the contact information listed below email.

Please submit responsive proposals at:

City of Maywood
Attn: Gisselle Delgado
4319 E. Slauson Ave.
Maywood, CA 90270
323-273-3179

Or electronically at:
Gisselle Delgado
Community Liaison
City of Maywood
gisselle.delgado@cityofmaywood.org

IX. INFORMATION TO BE INCLUDED IN THE PROPOSAL



Each RFP proposal submitted via electronically or submitted in an enclosed envelope must include the following:

1. Executive Summary
2. General information about Contractor (i.e. location of office(s), years in business, organization chart, number and titles of staff, and any certifications or degrees);
3. Names, titles, experiences and qualifications of the personnel that will be assigned to the City to perform the Scope of Services (including subcontractors);
4. A statement describing the degree of work that is to be subcontracted, if any;
5. A statement of your understanding of the project, scope of work, the methodology/concept to be applied and the approaches to be taken in accomplishing each task;
6. A list of three (3) references for which your firm has provided printing services within the past five (5) years. Include the following for each reference:
 - a. Name, address, and phone number
 - b. Size and description of the reference
 - c. Dates of service and brief description of the services provided;
7. Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected Contractor's responsibility to identify all necessary tasks and costs associated with the services and to ensure the project is completed in full compliance as required with Federal and State labor standards and regulations. The fee will be required to identify costs associated with, but not limited to, providing Website Re-Design and Maintenance services. The Contractor shall provide its services for the duration of the agreement for the approved scope of work and fee.
8. The copies of the Proposal, which must not exceed 30 pages (double-sided pages counts as 1 page), shall be submitted to the Community Liaison (Attn: Gisselle Delgado, City of Maywood, 4319 E. Slauson), no later than 5:00 p.m. on June 5, 2019.
9. Litigation History: The proposer shall provide information regarding any litigation arising out of work related to their projects or their subcontractor's projects for the last ten (10) years. Please refer to **Attachment A** ("Claims History");
10. **Attachment B** ("Affidavit of Non-Collusion") to be signed and submitted with proposal;

X. GENERAL REQUIRMENTS

The contractor shall be an independent contractor capable of providing experienced, knowledgeable and professional staff. The contractor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The contractor shall always provide adequate staffing levels and adhere to established schedules for any questions or concerns. The contractor shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

Website re-design and maintenance services are to include the following features:

- A completely new graphic design in line with the City's branding. A minimum of three alternative designs will be submitted for evaluation.
- Must integrate online payment services through an easy to use platform for users.
- Provide unified user interface while allowing sub-levels of thematic branding/navigation.
- Ability to easily post emergency notices onto the homepage that is both accessible and user friendly.
- Website should provide visitors with the ability to subscribe to a variety of opt-in email lists, such as email newsletters, announcements, upcoming events, or City Notices.
- Visitors should be able to unsubscribe from lists.
- Provide the capability to create online surveys.
- Ability for the use to report problems or ask questions.
- Have the capacity to create an online "City App" with similar user- friendly features that can be displayed through various platforms like iOS and Android systems.
- The "City App" should also have similar capabilities found on the Website with the capacity to pay online services, inquire about setting appointments to visit the City Hall, and view calendar/agenda items.
- Compatibility with multiple browsers including, but not limited to, Internet Explorer, Mozilla, Firefox, Safari, Google Chrome, and Microsoft Edge.
- Provide a user-friendly interface for all mobile devices including, but not limited to iOS and Android.
- A new information architecture and content organization that enhances usability, navigation and search capability.
- The ability to access services based on location via a map interface, such as Geomapping.
- Robust search engine with advanced/customizable search capabilities.
- Site content conversion clean up and migration from current system.
- A variety of customer service and citizen engagement tools such as E-Notification Modules, Emergency Alerts, and Calendar of Events
- Offer departments the ability to differentiate their pages from the main city pages while falling within the same framework.
- Offer support for American's With Disabilities Act (ADA) Section 508.
- Website and infrastructure must be PCI (The Payment Card Industry Data Security Standard) compliant.
- Offer the ability to translate the website into various languages, including Chinese, Vietnamese, and Spanish.
- It must conform to current web standards, HTML 5 & CSS3.
- Provide multiple City on-line services to authenticate each user and link across departments and

services.

- The CMS must provide permissions structure and workflow process to differentiate who can edit, create, and modify the sites.
- The CMS must permit City staff to self-post content and links on the sites with immediate publishing ability. City staff must be able to post and import standard formats of documents and various other media, such as video, slide decks and high-resolution photos.
- WYSIWYG browser-based editor – The system should have a web-based rich text editor including spell check to allow publishers to create formatted content without knowing HTML, CSS, XML or XSL.
- Undo- the system should allow users to “undo” operations if they make mistake.
- Allow for rotating banner advertisements with associated hyperlinks.
- Dynamic site map for departments.
- Online Help – An integrated context-sensitive help system should be built in to the CMS.
- Include ways in which the City can view and report various Web statistics Well developed site search capabilities including meta tag searches, and Google like search services.
- Use Responsive Web Design (“RWD”) technology to ensure website is displayed well in a variety of devices, including desktops, tables, and mobile phones.
- Feedback and/or request forms, which relay information to staff and optionally send email to the customer.
- Design network architecture for e-commerce, including security aspects.
- Design and build a common user interface for e-business/e-commerce functions.
- Navigational tools that allow the user to find content based on various taxonomies, such as the type of user, departmental structure, type of service, type of document, etc.
- Site membership and associated security such as login/password, with features/content available only to staff.
- Site customization based on login.
- Social Networking tools 3rd party or built in, such as wikis, blogs, forums, threaded discussions and message boards.
- RSS feeds and podcasting.
- Streaming and archived video with integration capabilities with 3rd party Streaming Video solution.
- Internal document search.
- Printer Friendly option for optimizing web pages for print.
- Interactive calendar function that can be edited by City staff and viewed by all users.
- Calendaring system that provides for multiple individual calendars that can also be rolled up into one calendar.
- Calendar should have options for different views.
- Ability to stage and expire content by date, time and hour
- Content creators should have the ability to install widgets or create the capacity to have a hyperlink integrated within the homepage/toolbar area.
- Installation of Google Analytics and/or other mechanisms for tracking site visitations, clicks, and other usage data.
- FTP site or other mechanism for file transfers.
- Other website utilities/functions as recommended by Proposer.
- Agenda Management.

- Ability to change web design (i.e. layout/borders/side bars.) and provide the necessary templates to allow content contributors to easily create various content types requires for the City site.
- Compatible with other Application Programming Interface's such as Go Gov
- Has the capacity to upload large documents (i.e. pdf, word) and files quickly. Have the capacity to identify most recent downloaded document.
- CRM platform required
- Ability for multiple staff to log in and update.
- Ability for staff to change their own personal passwords or user identification when necessary
- Website Documentation/Management Policy.
- Site policies – privacy, acceptable usage, intellectual property.
- Baseline site inventory.
- Style guide – graphic design standards, fonts/colors, digital image specifications.
- Site management/administration manual.
- Site statistics reporting – customizable.
- Support and Maintenance.
- Technical support for product must be available by telephone during regular business hours, 8:00am to 5:00pm Pacific Time, Monday through Friday and emergency hours. All product updates and patches should install as part of maintenance.
- Proposer will be available for support and/or site modifications after the contract's completion on an hourly basis.
- System ownership.
- Ongoing training opportunities for current or future updated content.
- Availability of robust self-service documentation and technical support (videos and training manuals, etc.)
- Continued communication post website goes live with consultants and support staff.
- How the City can share ideas, opinions and sign up for beta testing.
- Normal support hours and emergency support hours.
- The vendor shall provide at least three (3) instructor-led training sessions on-site.
- One of training classes is for site administrators only. The session shall include, at a minimum, general system administration, new site setup, assigning permissions and configuring search functionality, etc.
- The vendor must provide a quick start CMS training guide in booklet and/or CD form for the City to retain.
- Software updates and site maintenance.
- Software licensing (if any).
- Ability to provide additional emergency services such as technical support in the case of a catastrophic natural/man-made disaster.

XI. TENTATIVE TIMELINE AND SCHEDULE OF EVENTS

Proposals are due to the City of Maywood, at the date, time, via email set forth on the Notice Inviting Proposals. Unless earlier terminated as allowed for in the agreement, contract term shall be for a period of one (1) year. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents.

Release of RFP	May 27, 2020
Submittal of questions	June 7, 2020
Response to questions	June 10, 2020
Proposal submission deadline	June 12, 2020 at 5:00 p.m.
Review of proposals	June 12, 2020 – June 19, 2020
Interviews with finalists (tentative)	June 22, 2020 – July 6, 2020
Recommended firm to City Council for Approval	July 8, 2020

XII. CORRECTIONS

Corrections or revisions to the RFP and other documents prepared by the Contractor are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

XIII. INSURANCE REQUIREMENTS

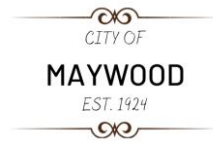
Refer to Section 14 (“Insurance”) of the Sample Agreement for Website Re-Design and Maintenance Services included in this RFP as **Attachment C** for insurance requirements. The selected Contractor will also be required to submit a performance bond, in the amount of 50% of the “maximum amount of compensation”, as that term is defined in the Sample Agreement.

XIV. PROPOSAL REVIEW

The contract will be awarded, if at all, to the responsive and responsible proposer that submits the lowest proposal that is most advantageous to the City. The City reserves the right to reject any or all proposals, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. All costs incurred in the preparation of the qualifications submittal (proposals), in the submission of additional information, and/or in any other aspect of a qualifications submittal prior to the award of a written contract will be borne by the respondent. Per the city’s adopted Purchasing Manual, the City gives preference to local businesses that can provide the requested service and meet approved criteria. For further information on the City’s Local Business Preference Policy, see **Attachment D**. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The Contractor selected will be required to sign the City’s Agreement for Website Re-Design and Maintenance Services prior to City Council approval, a copy of which will be provided upon request. The City Council has final authority in the selection of the Contractor. For further information contact Jennifer Vasquez, City Manager, at 323-562-5700.

XV. CONTRACTOR AGREEMENT

A sample of the City’s Services Agreement for Website Re-Design and Maintenance Services is provided in this RFP as **Attachment C**. Your proposal shall contain a statement of the firm’s willingness to execute the contract with an indication of any contractual requirements for



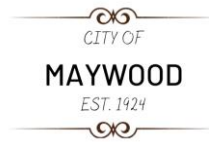
which your firm takes exception.

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END OF RFP

ATTACHMENTS TO FOLLOW

Attachment A	Claims History
Attachment B	Affidavit of Non-Collusion
Attachment C	General Service Agreement for Website Re-Design/Maintenance
Exhibit A	Scope of Work and Compensation
Exhibit B	Cover Page
Attachment D	Local Business Preference Policy
Attachment E	Proposers Certification and Proposal Item Pricing
Attachment F	References
Attachment G	Proposals Statement
Attachment H	Sample Additional Insured Endorsement for Commercial General Liability Policy



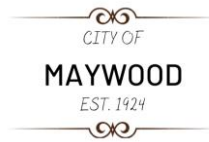
ATTACHMENT A

CLAIMS HISTORY

Each Contractor shall submit a summary of whether or not any of the following events have occurred within the past ten (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Contractor or any subcontractor to enter into a contract to which it has received an award by a public entity.
- List all projects for which you were assessed liquidated damages in a cumulative amount of at least \$500 in any calendar year.
- Forfeiture of a bid or proposal bond by proposer or any subcontractor.
- Termination for default under a contract awarded by a public entity to Contractor or any subcontractor.
- Debarment of Contractor or any subcontractor by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Contractor or a subcontractor was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Contractor or the subcontractor of more than \$100,000.00.
- Conviction of Contractor, a subcontractor, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a subcontractor.



ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Maywood in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Maywood of the true facts relating to the submission of Offers for this contract.

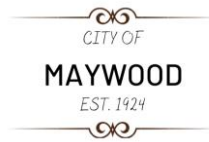
(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public for California

My Commission Expires: _____



ATTACHMENT C

CITY OF MAYWOOD GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of July 2020 upon Council approval (the “Effective Date”), by and between the City Of Maywood, a California municipal corporation (“City”) and _____, a _____ (“Contractor”). City and Contractor are sometimes referred to herein as the “Parties”, and individually as a “Party”.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services.

A. Contractor shall perform the work and provide all labor, materials, equipment and services (hereinafter, the “Work” or “Services”) in a good and workmanlike manner for the project, as described in this Agreement, the Scope of Work attached hereto as Attachment C, and incorporated herein by this reference, and Contractor’s Proposal dated May 27th, 2020, a copy of which is attached hereto as Attachment E and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

B. 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 Contractor Representative shall be [Name], [Title] (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Contractor 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.

2. Extra Work. Extra work, when ordered in writing by the City Representative and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City Representative. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City Representative, and signed by both parties; and the daily report shall be considered thereafter the true record of extra work done.

Term. The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 12 of this Agreement. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or

until renewed, terminated or awarded to a new contractor, whichever is less.

3. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

- 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement, and the City has approved the proof of insurance; and
- 2) City gives Contractor a written notice to proceed (NTP).

B. Should Contractor begin work in advance of receiving a written NTP, any such services are at Contractor's own risk.

C. Contractor 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.

This Agreement contemplates multiple NTP's, each for a specific job. Contractor shall perform only the services required for the job authorized by a written NTP. 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.

4. Time. 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.

5. 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.

6. Compensation.

A. In consideration of the services rendered hereunder, City shall pay Contractor in accordance with the amount(s) as shown in Exhibit A. In no event shall the amount exceed \$[Numerical Amount] ("Maximum Compensation").

B. City shall only reimburse Contractor for those actual and necessary expenses expressly set forth in Attachment E. The Maximum Compensation shall include the attendance of Contractor at all project meetings reasonably deemed necessary by City. In no event shall reimbursable expenses collectively exceed the total sum of \$[Numerical Amount].

C. 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 \$_____, which includes expenses and additional services (if any) during the term of this Agreement (“Maximum Compensation”).

7. Payments. Contractor 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, fee for task or job, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business Days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

8. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, state and federal law. These payments are included in the total amounts in Attachment E.

9. PERS Compliance and Indemnification

A. General Requirements. The Parties acknowledge that City is a local agency member of 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.

10. 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 State Auditor 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.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work but shall proceed with the performance of the work in dispute.

12. Termination of Agreement. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 calendar days’ written notice. This Agreement may be canceled by Contractor at any time with or without cause and without penalty upon 90 days’ written notice. In the event of termination, all finished or unfinished work and other materials shall, at the option of City, be delivered to and become the property of City. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

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.

13. Indemnification.

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, consultants 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 court 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.

1) 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).

a. Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each 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, consultants 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.

A. 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 any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

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

14. 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 \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 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 \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services 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 \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability [Errors and Omissions] Insurance with minimum limits

of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted in written 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. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies 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 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.

15. 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.
16. 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.
17. 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.
18. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish the City Clerk 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 the City Clerk.

Contractor shall provide proof to the City Clerk 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.

19. 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 13 of this Agreement.
20. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.
21. Familiarity with Work.
 - A. By executing this Agreement, Contractor represents that it:
 - 1) Has thoroughly investigated and considered the scope of services to be performed;
 - 2) Has carefully considered how the services should be performed; and
 - 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
 - B. If services 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 services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, 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.
22. Independent Contractor. Contractor is and shall always 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. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to 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 its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this

Section.

23. 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.”

24. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by, and will comply with, the nondiscrimination mandates of all statutes and local ordinances and regulations.
25. 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 its services pursuant to this Agreement.
26. Mutual Cooperation. The City shall Consult 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. The Consultants 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.
27. 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 services 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.
28. Warranty. Contractor warrants all Work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees to warranty labor for 90 days, and parts, materials, and workmanship for a period of one year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance. Contractor shall within ten days after being notified in writing by the City of any defect in the Work or non- conformance of the Work to the Agreement, commence and perform with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. Contractor shall perform such tests as City may

require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of

City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of City, City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

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

30. Confidentiality and Release of Information.

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

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

C. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to

reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

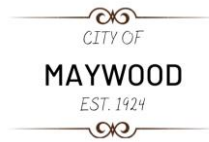
D. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from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

31. 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.
32. Third Party Claims. City shall have 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 the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.
33. 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.
34. 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.
35. Business Days. "Business Days" means days Maywood City Hall is open for business.
36. 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.
37. 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.

38. 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.
39. Authority. The persons executing this Agreement on behalf of Contractor warrants and represents 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.
40. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by 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 Contractor's proposal, the provisions of this Agreement shall control.
41. 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.
42. 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.
43. 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.
44. 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
45. 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) 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:

If to Contractor:



Attn. Jennifer Vasquez
City of Maywood
4319 E. Slauson Ave
Maywood, CA 90270
Telephone: (323) 562-5700

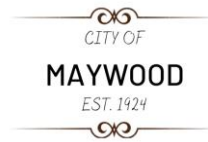
By: _____
Eduardo De La Riva
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

46. 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.
47. 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.
48. 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

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

[signatures begin on next page]



CITY OF MAYWOOD, a California municipal corporation

CONTRACTOR

By: _____

Jennifer E. Vasquez, City Manager

ATTEST:

By: Jerry Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: Roxanne Diaz, City Attorney
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Email: rdiaz@rwglaw.com

APPROVED AS TO CONTENT:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

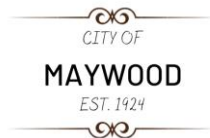


EXHIBIT A

SCOPE OF WORK AND COMPENSATION

1. PURPOSE OF PROJECT

Contractor shall provide professional website re-design and maintenances services for City.

2. LIQUIDATED DAMAGES

will be deducted from payments due to the Contractor.

3. COMPENSATION

Contractor shall be reimbursed for fees and expenses as follows.

A. Fees. Contractor's fees for this statement of work are inclusive of expenses. Fees will be billed based on the website re-design and maintenance services. All website re-design services will be billed separately, and all other maintenance services will be billed monthly. All additional services will be billed as r e q u e s t e d .

B. Expenses. These rates are inclusive of all expenses. Contractor shall bear all other out-of-pocket expenses, or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from City.

C. Maximum Amount of Compensation. For the initial three-year term of this Agreement Contractor's total compensation for all Services performed under this Agreement, including all fees and expenses, shall not exceed \$_____, except by a written amendment signed by both Parties.

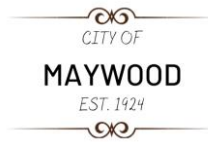


EXHIBIT B

COVER PAGE

Legal Name of Firm (including entity type, e.g. “a California corporation”):

Address:

Telephone no. ()

Primary representative/manager/partner-in-charge

Name:

Title:

Telephone no. ()

E-mail:

Primary Contact for this RFP if different from above

Name:

Title:

Telephone no. ()

E-mail:

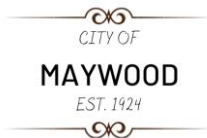
I agree that the submitted proposal is valid for a period of 90 days from May 20, 2020.

The representations made herein are made under penalty of perjury.

ATTESTED ON THIS THE _____ DAY OF _____ 2020

Signature of Authorized Proposer

Title of Proposer



ATTACHMENT D

CITY OF MAYWOOD LOCAL BUSINESS PREFERENCE POLICY

Purpose

Recognizing that a sustainable economy is the result of a healthy local economy, the City of Maywood will promote practices that help preserve local businesses and maintain the City's tax base.

Definition of Local Business

A "Local business" shall mean any business which

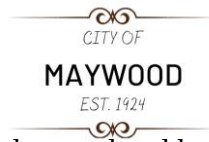
1. Has or maintains a fixed office, distribution point, or place of business within the City and
2. Whose business address is not a post office box, and
3. Which is shown by records maintained by the City's finance department as having secured and paid all necessary business licenses and applicable fees and taxes imposed by the City.

Exceptions

The local business preference policy shall not apply where prohibited by law or regulation including, but not limited to, public works contracts or specific state or federally funded projects.

Purchases of Supplies, Equipment and Non-Professional Services

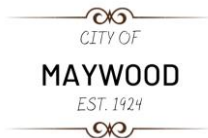
- A. In addition to meeting the definition of a local business (defined above) the business, to be considered as a local business, must also possess a valid resale license from the California State Board of Equalization showing evidence of a local business address within Maywood and the payment of the local share of the sales tax must go to the City of Maywood. If the local business has more than one office in the State of California, the office located in Maywood shall be the point of sale credit for the purpose of sales tax calculation.
- B. Award Preference
 1. When competitive bidding is used, and the lowest bidder is not a local business, a local business whose bid is within five percent (5%) of the lowest bid may match the lowest bid (but not greater than \$5,000). The offer to match shall be in writing and personally delivered to the purchasing officer within two (2) business days of the date of the bid opening.
 2. When more than one local business meets the criteria above, priority shall be given to local businesses in order of proximity to the lowest bid.



3. Where a local business and a non-local business submit equivalent bids, the purchasing officer shall give preference to the local business.
4. The purchasing Officer may ask bidders requesting a preference to provide documentation evidencing eligibility. Any bidder who intentionally misrepresents their eligibility to receive a bid preference may be disqualified by the Purchasing Officer from the bidding process and from submitting any future bids for up to three (3) years.

Purchases of Professional Services

Since professional services are selected on basis other price, the local business preference does not apply.



ATTACHMENT F

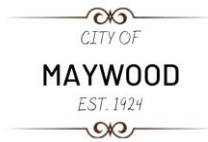
REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: _____ Address: _____ Contract Amount: _____	Contact Individual: _____ Phone Number: _____ Facsimile Number: _____ Year: _____
Description of supplies, equipment, or services provided: _____	
Customer Name: _____ Address: _____ Contract Amount: _____ Description of supplies, equipment, or services provided: _____	Contact Individual: _____ Phone Number: _____ Facsimile Number: _____ Year: _____
Reference	
Customer Name: _____ Address: _____ Contract Amount: _____	Contact Individual: _____ Phone Number: _____ Facsimile Number: _____ Year: _____
Description of supplies, equipment, or services provided: _____	

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



ATTACHMENT G

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Maywood, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the City Clerk with her signature and official seal noting hereon the action of approval of the Council, signed by the City Manager or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto. Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned. Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

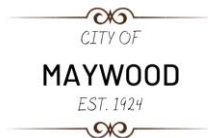
Firm _____

Signed and Printed Name:

Title _____

Date _____

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



ATTACHMENT H

SAMPLE ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY POLICY

Insurance Company:

This endorsement modifies such insurance as is afforded by the provisions of Policy #

Relating to the following:

- 1.The City of Maywood 4319 E. Slauson Ave Maywood, California 90270; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
- 2.With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
- 3.This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4.With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Maywood 4319 E. Slauson Ave Maywood, California 90270

Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this

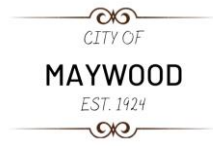
endorsement form as a part of Policy #_____, Issued to _

Named Insured

Countersigned by_____

Authorized Representative

SAMPLE ONLY



ATTACHMENT NO. 2

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated August 12, 20202019 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and CivicPlus ("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 Consultant to perform website re-design and maintenance.

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 _____ (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 unless sooner terminated as provided in Section 12 of this Agreement or extended, additionally there shall be two one-year options renew the Agreement with the mutual written consent of both parties.

3. Compensation.

A. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, \$41,115 and a then annual fee of a total of \$20,011, as more particularly described in **Exhibit B** ("Consideration"). Said Consideration shall constitute reimbursement of Contactor'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 \$41,115 for the first year or \$20,011 for the following annual fee (which includes expenses and additional services (if any) during the term of this Agreement.

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 the **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 Consultant. Consultant is, and shall at all times remain as to City, a wholly independent Consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. 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.

7. 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.

8. 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.

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 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.

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 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 12, 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.

15. 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:

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Business Days. “Business days” means days Maywood City Hall is open for business.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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:

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

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

EXHIBIT B

COMPENSATION

ATTACHMENT NO. 3



EXHIBIT B

COVER PAGE

Legal Name of Firm (including entity type, e.g. "a California corporation"): CivicPlus, LLC
a Kansas Limited Liability Company

Address: 302 S. 4th Street, Suite 500
Manhattan, KS 66502

Telephone no. (888) 228-2233

Primary representative/manager/partner-in-charge

Name: Solomon Grover

Title: CivicEngage Account Executive

Telephone no. (785) 370-5741

E-mail: grover@civicplus.com

Primary Contact for this RFP if different from above

Name:

Title:

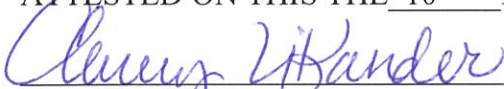
Telephone no. ()

E-mail:

I agree that the submitted proposal is valid for a period of 90 days from May 20, 2020.

The representations made herein are made under penalty of perjury.

ATTESTED ON THIS THE 10 DAY OF June 2020


Signature of Authorized Proposer

VP of Client Services

Title of Proposer



CIVICENGAGE®

City of Maywood, California

Website Re-Design and Maintenance Services

Pricing and Scope Revised: 8/3/2020

Presented by | Solomon Grover, CivicEngage Account Executive



June 12, 2020

302 South 4th Street, Suite 500
Manhattan, Kansas 66502
888-228-2233



Gisselle Delgado, Community Liaison
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

RE: Website Re-Design and Maintenance Services

Dear Ms. Delgado and Selection Committee:

Today's society expects instant access to news, answers, and communication and making your government work better can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus can help. We are passionate about our mission to help make local government better. You won't simply be getting a website, you'll also obtain the tools to build a trusted and long-term relationship between you and your citizens.

Maywood is unique, and your website should be too! We will help you implement a website that represents your values and meets your specific needs and goals. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your citizens from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Guaranteed redesign after four years of service to keep your website fresh and innovative
- Hands-on migration of existing content by our team of experts
- 24/7/365 support with secure hosting and maintenance
- 100% satisfaction with your new website

Your new site will be developed on the most robust and flexible content management system (CMS) available. Our CivicEngage CMS is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways. Easier for you, easier for them.

We encourage you to contact the references included and discover what their experiences are working with CivicPlus. A Maywood and CivicEngage partnership will save you time and money with a website for your community to find what they need, when they need it.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sh'.

A handwritten signature in blue ink, appearing to read 'B. Rempe'.



Solomon Grover
CivicEngage Account Executive
grover@civicplus.com
Direct Line 785-370-5741



Brian Rempe
President
(authorized to bind CivicPlus)

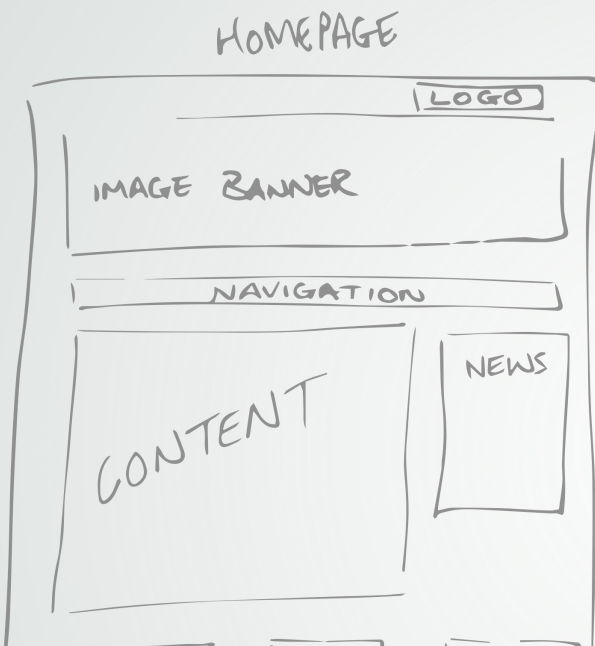


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6	Personnel Leaders
7	Subcontracting Statement
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33	Attachments

Executive Summary



We propose the following approach to help you meet your goals:

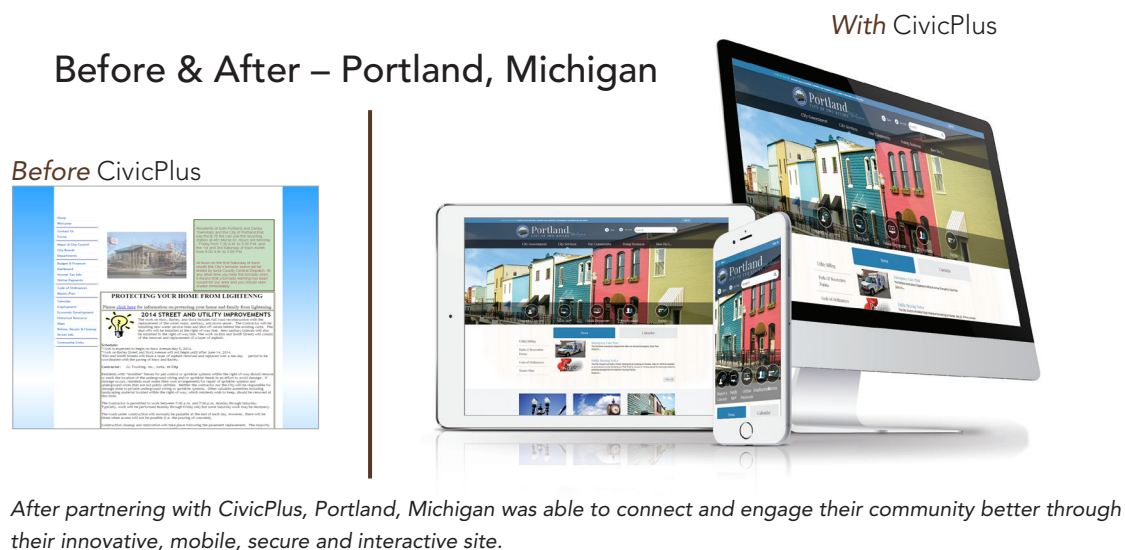
Product Solution

Easy-to-Use CMS	Our CivicEngage Content Management System (CMS) is developed specifically for local government and includes modules and tools offering unique functionality to streamline your processes, self-service options to reduce call volume and walk-ins for common requests, and permission-based access for website management.
Responsive Website Display	We will use a mobile-first design approach to ensure your website is fully responsive, using design that is optimized for any device, screen size, and orientation. We also implement a mobile-friendly menu configuration for easy page navigation. A responsive design also provides centralized website maintenance, eliminating the need to update both a desktop and mobile version of your website.
Accessibility	During system development and website implementation process, our first focus is to ensure we provide you with a website compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA.

Implementation Solution

Dedicated Project Team	A specialized team of experts will assist you throughout the implementation process to website launch, including a Project Manager, Consultant, Art Director, and Trainer.
CivicAdvise® Consulting	A Consultant will meet with your website team and departments to evaluate your needs and make recommendations for implementation solutions to meet your website goals.
Design Creation	Your Art Director will collaborate with you to develop a design that best represents your community while taking advantage of the CivicEngage functionality to meet your needs.
Content Development	Our Content Development team will migrate content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.
Search Engine Optimization (SEO)	To make your site easier to find, we will provide SEO services during content migration, such as creating searchable keywords and descriptive content, and will submit this information on your behalf. During training, we will also train your staff on best practices for SEO including searchable terms and descriptors to do the same for future pages.

CivicTraining® Plan	During your training engagement, a CivicPlus Trainer will conduct customized sessions to ensure your staff can confidently keep your website updated long after launch.
Guaranteed Redesign	To keep your website looking fresh, you will be eligible to receive a new website design with no further out-of-pocket expense after four years of continuous service with CivicPlus.
Hosting, Support, & Security Solution	
Secure Hosting, Cloud-Based Access	Our solution is supported by an enterprise-level hosting environment with vigilant 24/7/365 monitoring and continual system updating. We guarantee a 99.9% website uptime, excluding maintenance periods. With our cloud-based solution, you can access your website from anywhere on nearly any device – no need to log into a network.
Technical Support	Our helpful in-house support team is available to ensure your complete and ongoing satisfaction with our products and services. You can contact live support via chat, phone, and email or utilize our self-service CivicPlus Help Center for tutorials and user guides. You will also receive 24/7/365 emergency support assistance.
DNS & SSL Certificate	We will aid in the setup of your current domain for your new website. Also included is one SSL Certificate to protect your new website and information through encryption of sensitive data and identity verification.
System Updates	We set high standards for government websites with our services. With CivicPlus, your content management system will be upgraded to keep pace with industry improvements and your visitors' changing needs.
Continuing Partnership	Your Client Success Manager will help find solutions for your changing needs by creating an ongoing strategy to better engage your citizens using the tools and products CivicPlus offers.



After partnering with CivicPlus, Portland, Michigan was able to connect and engage their community better through their innovative, mobile, secure and interactive site.

Firm Experience/General Information



CivicPlus Company Overview

20+

years of experience with a focus to help local governments

350+

employees, many with experience in local government

4,000+

local government clients across the United States and Canada



[9-time Inc. 5000 Honoree](#)



www.govtech.com/100

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for citizen engagement, administrative services, constituent services, and recreation management.

As we have grown, the pathway to achieving this goal became clear. We need to build groundbreaking software and host them on a single, robust platform that enables convenient collaboration and streamlined operations. This led to the development of the CivicPlus Platform which enables single sign-on capabilities, strengthened identity management, and API access for our clients across our solutions.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

Company & Contact Information

Point of Contact

Solomon Grover
CivicEngage Account Executive
grover@civicplus.com
Direct Line 785-370-5741

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888-228-2233
Fax: 785-587-8951
www.CivicPlus.com

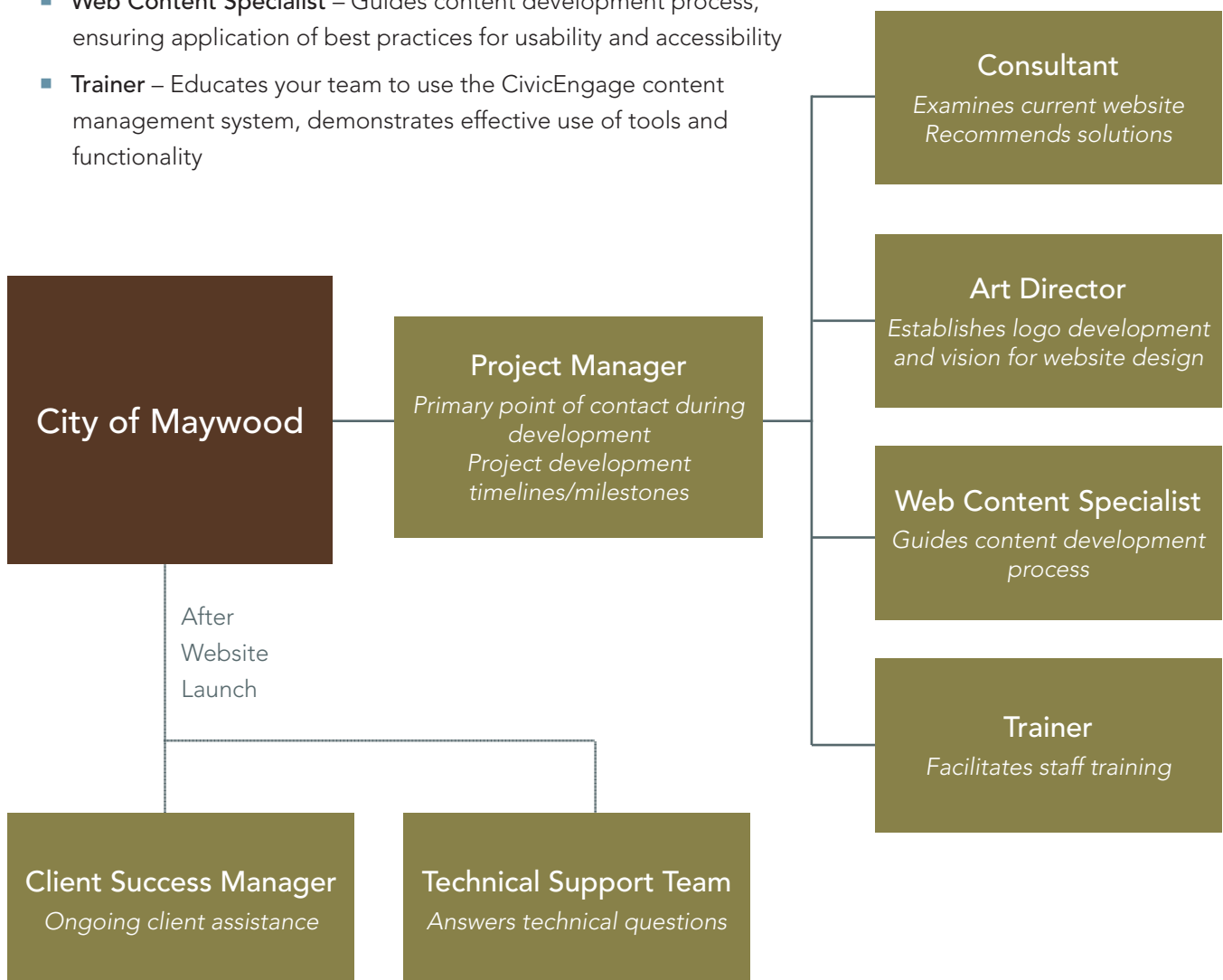
Legal Information

CivicPlus, LLC
Converted in State of Kansas,
January 2019
f/k/a CivicPlus, Inc. Incorporated
State of Kansas, June 1998

Organization Chart & Project Staff

From project management to design and development to training and support, a project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start. This way we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

- **Project Manager** – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope
- **Consultant** – Examines current state, recommends solutions to challenges, provides actionable steps for implementation
- **Art Director** – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website
- **Web Content Specialist** – Guides content development process, ensuring application of best practices for usability and accessibility
- **Trainer** – Educates your team to use the CivicEngage content management system, demonstrates effective use of tools and functionality



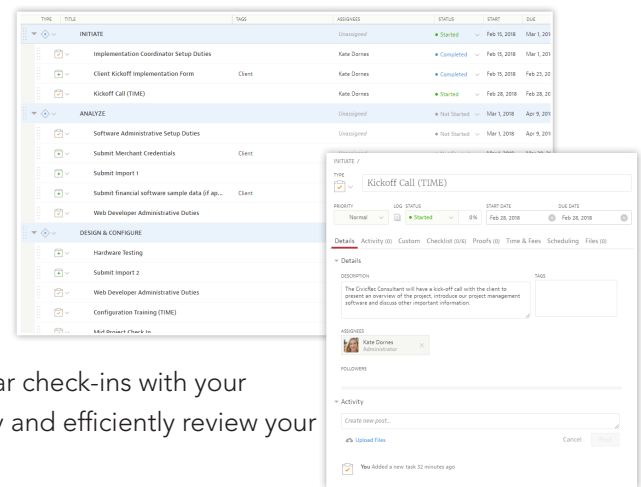
Sub Consultants

All services required for a successful project are performed in-house so there is no need to subcontract any portion of the project. Your website will be designed, developed, implemented, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.

Communication Venues

Communication between you and your CivicEngage team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software, Mavenlink, will keep all stakeholders involved and informed. Mavenlink offers task management transparency with a multi-level work breakdown structure, Gantt Chart-based project plan, and a focused communication channel.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Conversations are linked to files and tasks for easy reference
- Tasks, deliverables, and milestones are aligned to your specific scope of work



The tools available through Mavenlink combined with regular check-ins with your Project Manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Personnel Leaders



Our expert project leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



Adam Block – Director of Implementation

Adam oversees the teams responsible for creating your CivicEngage website to ensure you are satisfied with your end product and implementation experience. This includes our implementation team managers, project managers, art directors, web content specialists, and resource teams.

Education

BS Business Administration
Management
Economics

Resume

Lead Project Manager
Financial Services

5+ Years of Experience

Project Management
Business Management
Team Building
Customer Service



Jeremy Wilson – Manager of Client Success

Upon launch of your website to the public, Jeremy will assign a Client Success Manager to your account. Your dedicated Client Success Manager is a specialized team member that will ensure you stay current on CivicPlus solutions. By partnering together, you'll create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

Education

BS Political Science

Resume

Assistant Manager of Account
Management
Solutions Specialist

5+ Years of Experience

Customer Service
Leadership
Sales
Team Building



Constance Cooke – Director of Technical Support

Constance Cooke manages the technical support team for all CivicPlus products. Upon launch of your new CivicPlus website, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team. This specialized team operates on a 3 tier, product specific, escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance content and best practices information.

Education

BA English, Communication

Resume

Technical Support Specialist
Documentation and
Communications Manager

5+ Years of Experience

Technical Support
Business Management
Team Building
Customer Service



Jim Flynn – Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. He coordinates and manages our in-house experts on the technical aspects of your project. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

Education

BA Computer Information
Systems

Resume

Chief Systems Architect
Information Technology Director
Software Engineer

18+ Years of Experience

Cybersecurity
Network Infrastructure
System and Software Architecture

Subcontracting Statement



Subcontractors

All services required for a successful project are performed in-house so there is no need to subcontract any portion of the project. Your website will be designed, developed, implemented, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.

Implementation Plan



Project Timeline

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

A typical project timeline ranges from 16 – 28 weeks. Maywood's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors.

Your project timeline, tasks, due dates, and communication will be managed and available in real-time via Mavenlink project management software.

1	Initiate ~2 – 4 Weeks
2	Analyze ~4 – 6 Weeks
3	Design & Configure ~6 – 10 Weeks
4	Optimize ~1 – 2 Weeks
5	Educate ~1 – 2 Weeks
6	Launch ~2 – 4 Weeks

Phase 1: Initiate

Project Kickoff

During this initial meeting, your Project Manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling

Your Project Manager will create a comprehensive project timeline based on the project scope and your specific needs.

Phase 2: Analyze

Client Deliverables

Maywood will be responsible for submitting deliverables as outlined:

- Photos for Design
- Logo(s)/Branding Material(s)
- Design Discovery Form
- DNS Form



Consulting Engagement

During your consulting sessions, your Consultant will meet with you to evaluate needs and make recommendations for implementation solutions. This consulting will help your organization facilitate the tough conversations that happen when you put a microscope to your current processes, solutions, and website presence. Further, we will also guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

Design Discovery Meeting

Your Project Manager and Art Director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting

Meet with your Project Manager and Web Content Specialist to detail our content development process.

Phase 3: Design & Configure

Design Concept Development

You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your Project Team on any feedback and then final approval.

Content Development

Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion

Maywood will receive a completed production website featuring your approved design combined with the finished content.

Phase 4: Optimize

Website Finalization

Both the CivicEngage project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production site, as well as ensure overall satisfaction with your website.

Phase 5: Educate

Training Engagement

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your Trainer will deliver on-site training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

In addition, your trainer will go into a deep-dive of the department-specific software modules such as Facilities and Activities with Parks and Recreation, Jobs with HR, and Bids with Procurement in your Advanced User Training.

Phase 6: Launch

Website Launch

After final confirmation, your website will be made live and available to the public.

Your Role

We will need your help to create the strongest possible website for your community. We will need you to:

- ✓ Gather photos and logos that will be used in the overall branding and design of your new website
- ✓ Provide website statistics to be utilized in reorganizing your website content, navigation, and design
- ✓ Complete the Design Form to communicate design preferences
- ✓ Provide technical information in the DNS form for the set-up of your website domain name(s)
- ✓ Perform reviews and provide official approvals throughout the project
- ✓ Update the content on your current website and delete any pages you no longer need
- ✓ Track website updates to be completed during your training session
- ✓ Ensure you have the most up-to-date web browsers installed on your organization's computers
- ✓ Compile a list of your website users and desired permission levels
- ✓ Reserve training location and necessary resources (computers, conference phone, etc.)

Financial Responsibility



Proposal responses for local government are commonly considered public records. As such, all of the content herein could be released regardless of our declaration of confidential or proprietary information. CivicPlus is a private company and including information such as confidential financial documentation during an open RFP process has the potential to be detrimental to our firm. We will be more than happy to discuss the need for and provide financial documents at the appropriate time in the process with the condition that any and all information shared would remain confidential between Maywood and CivicPlus. With that being said, we have included a letter from our bank stating our good financial standing in response to this RFP requirement.



1010 WESTLOOP PLACE
MANHATTAN, KS 66502 | 785-587-4000

March 6, 2019

CivicPlus, LLC
302 S. 4th Street, Suite 500
Manhattan, KS 66502

RE: CivicPlus, LLC

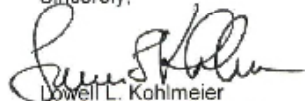
To Whom It May Concern:

KS StateBank of Manhattan is pleased to provide this Bank Letter of Recommendation for our valued customer, CivicPlus, LLC. In addition to deposit accounts, we currently extend credit facilities to CivicPlus, LLC aggregating in the low eight figure proportions. All deposit and credit facilities have been handled in a very satisfactory manner.

The company's reported financial position is sound and supportive of current and future credit extensions. We enjoy a strong working relationship with CivicPlus, LLC and are pleased to call them a valued customer.

If you have any questions or require additional information, with CivicPlus, LLC approval, please do not hesitate to contact us.

Sincerely,



Lowell L. Kohlmeier
Executive Vice President

LLK/mlr

Statement of Understanding



Firm's Understanding

Home to more than 27,000 residents, Maywood, is seeking proposals to redesign its website into a more easily navigated and updated format with an innovative design that enables its residents and visitors to find the services and information they need. While Maywood currently has a capable web presence that delivers general information and online documentation to website users, Maywood is looking to redesign its website beyond just the layout to improve the usability, accessibility and quality of its website for the delivery and exchange of information for its diverse audience.

Additionally, Maywood expects its website redesign to be responsive throughout and incorporate all existing content and primary web services with the portability to handle increased content and future features through the utilization of a content management system (CMS) and add-on components and plug-ins. Maywood's new website should be modern, visually appealing and will utilize the latest technology to provide a convenient source of information to better communicate with its visitors.



Methodology

CivicPlus will have one-on-one meetings with Maywood throughout the project with open communication and multiple points of approval built into the process. The Project Manager coordinates the process from start to finish and will be your primary connection. The Art Director is the creative voice, working with you to clarify your vision into a cohesive look and layout. Projects are broken into multiple phases, the first primarily consisting of information gathering. From this point, we put together the building blocks for the website, including proposed navigation, design mood board, and grayscale layout. The next phase involves collaboration with you to perfect the presented elements before combining them to create the prototype of the website. Once design files are agreed on, we again collaborate with you to finalize the website design. Throughout every stage of the project, we encourage and rely on your input and knowledge of your community culture to develop the right tone and right look for your website.

Design Process

CivicPlus will provide one overall new design template that will be created specifically for Maywood's homepage and interior pages during the development phase. Your Art Director will meet with you to discuss the City's branding and chosen aesthetics to be incorporated in the design. Maywood will be able to provide feedback and direction on any changes required to the design and layout.

Flexible Layout Design

You will meet with your Art Director to discuss your website vision based on the goals and needs of your users. This process involves selecting the order, placement, and format of your homepage content from a library of over 1,200 vetted layout configurations aimed at achieving your usability goals. This layout wireframe will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one advanced design component– a layout or design element that requires significant time to style and implement. Working with your Art Director, you'll identify the appropriate component to achieve or enhance the usability goals for your site.

One overall design concept will be created incorporating both a homepage layout and an interior page layout. Page layout options are available within the Online Page Editor content creation functionality. Unlimited pages can be created with the CivicEngage CMS following the finalized layout selection and reflecting font sizes and styles associated with the various heading levels and content types. Dynamic Page components such as Quick Links, Events Calendar, FAQs, Info Advanced, News Flash, and others, may be placed on any page and will help dedicated areas of the site appear as its own website.



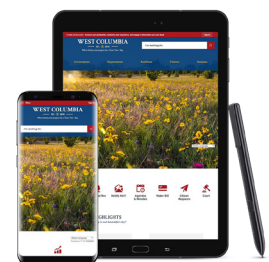
Home Page



Interior Page – Public Works

Responsive Design

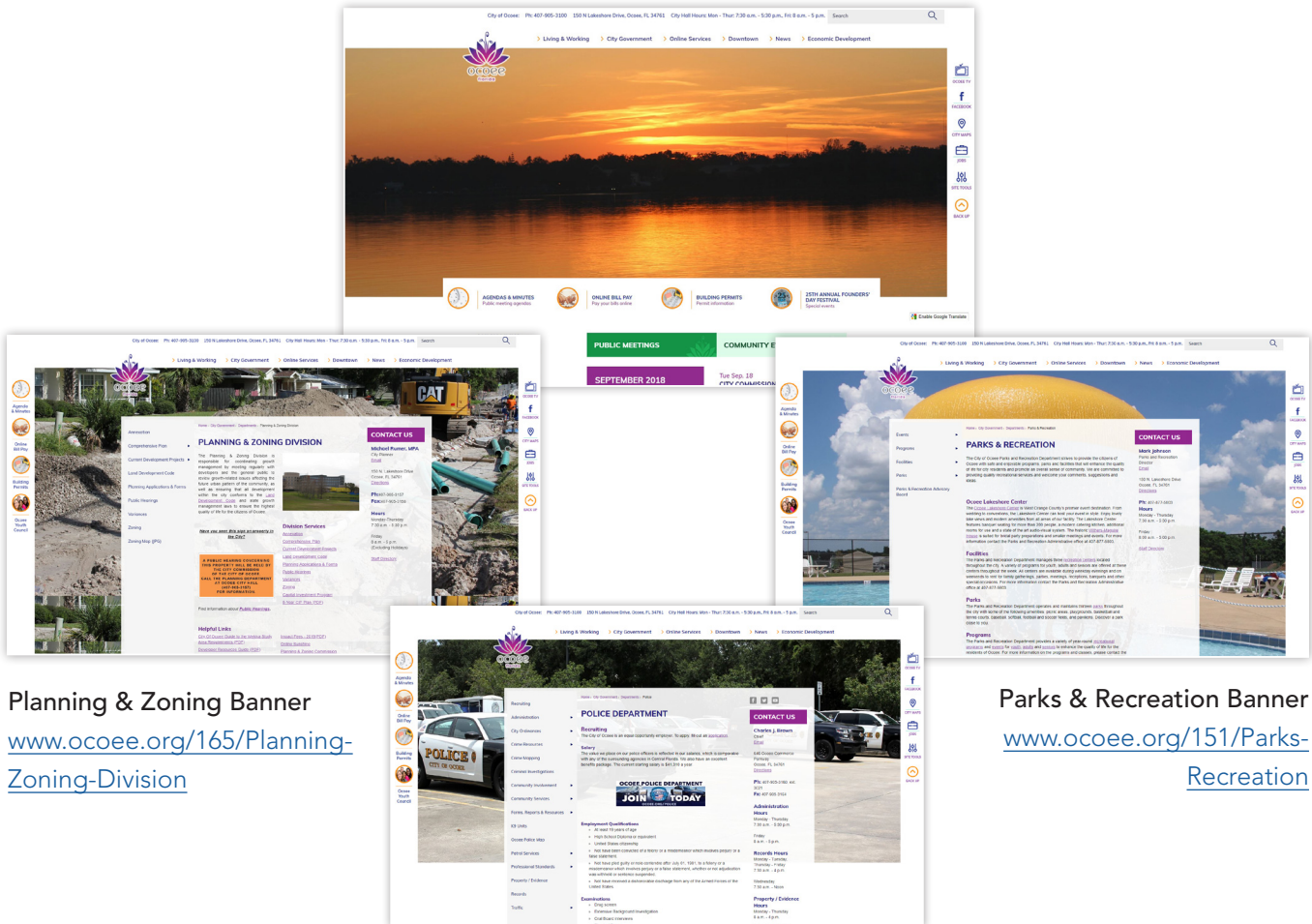
As part of providing industry-leading technology, responsive design is included with your CivicPlus site. With responsive design, your site adjusts to the screen size regardless of what device is being used. CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome. This flexibility provides a seamless user experience.



Interior Banners

A cost-effective way to bring a different look to specific pages or departments is by placing a unique banner image on those pages. Included in your project are four separate banners to help visually differentiate different departments or sections of your site. Each banner can have up to four photos to rotate through as a slide show.

Ocoee, Florida | www.ocoee.org



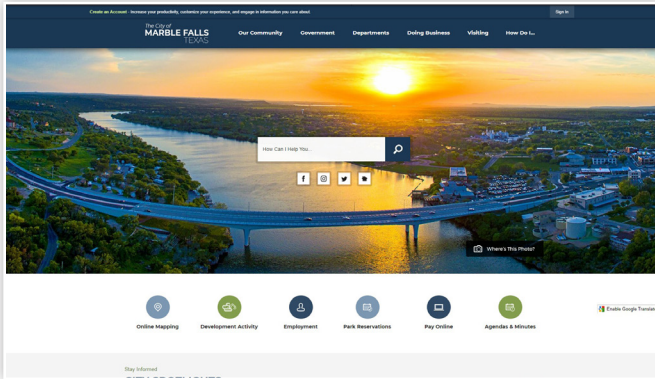
Planning & Zoning Banner
www.ocoee.org/165/Planning-Zoning-Division

Parks & Recreation Banner
www.ocoee.org/151/Parks-Recreation

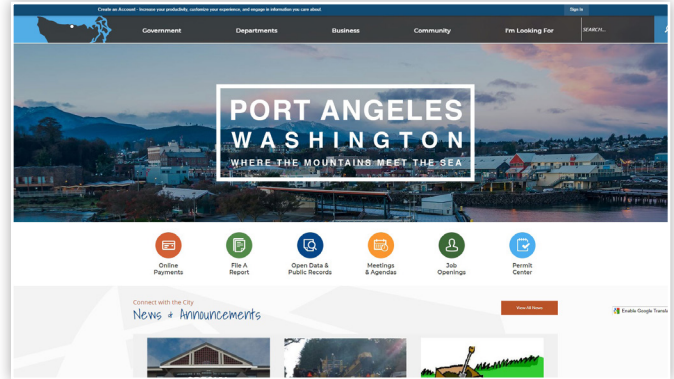
Police Department Banner
www.ocoee.org/193/Police

Design Portfolio

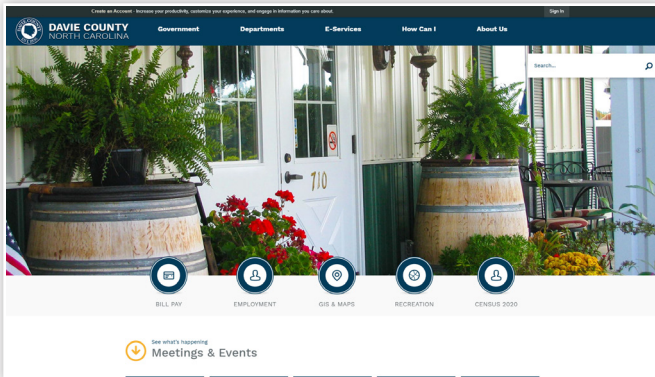
The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.



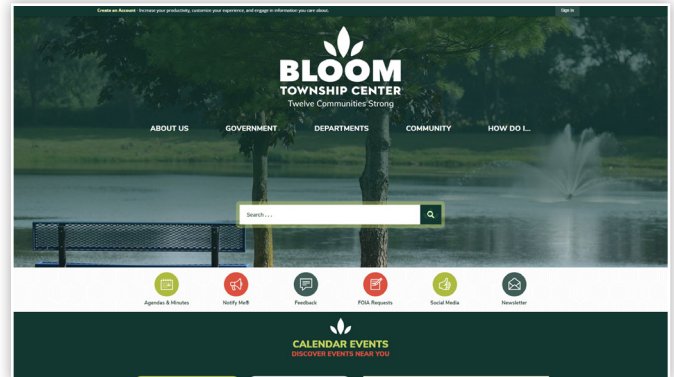
Marble Falls, Texas
www.marblefallstx.gov



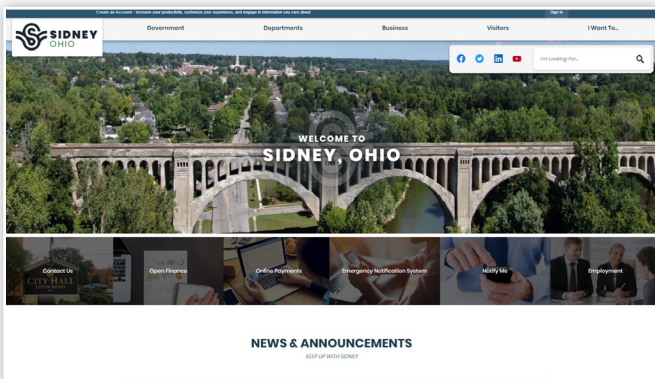
Port Angeles, Washington
www.cityofpa.us



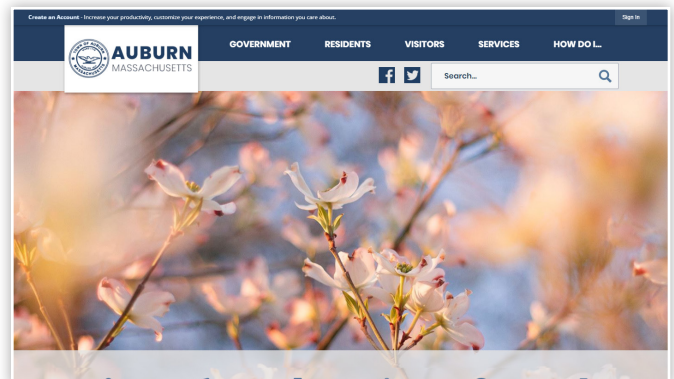
Davie County, North Carolina
www.daviecountync.gov



Bloom Township, Illinois
www.bloomtownship.org



Sidney, Ohio
www.sidneyoh.com



Auburn, Massachusetts
www.auburnguide.com

CivicEngage CMS

The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.



Modules

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CivicEngage features.

- **Alert Center** – Post emergency or important information on your website to notify citizens via email and SMS.
- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions.
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month.
- **Citizen Request Tracker™ (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact. (Includes 3 User Licenses)
- **Community Voice™** – Interact with citizens about projects in your community.
- **ePayment Center** – Create a secure, PCI-compliant payment gateway for your online services with our opt-in service, CP Pay®. Additional fees apply.
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.
- **News Flash** – Post organizational news items that are important to your citizens.
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers. (Includes up to 500 SMS users)



Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS and making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations.
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents.
- **Document Center** – Organize and house documents in one central location.
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality. Receive notifications via email and track within the CMS.
- **Photo Gallery** – Store and display photos.
- **Staff Directory** – Share detailed contact information for your staff and offices.



Information & Navigation

Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff.
- **Graphic Links** – Place graphics on your site as links to other pages.
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting.
- **Quick Links** – Place links to often-requested information directly on the page of your choice.

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities.
- **Facilities & Reservations** – Showcase community facilities and allow reservations online.
- **Job Postings** – Post available jobs online and accept online applications.
- **Bids** – Post sortable and subscribable bids.

Widgets

Module Widgets

Some modules within CivicEngage have a specialized widget. These widgets allow you to choose the exact information from the module to display and tailor the look to meet the page's needs. In addition, the content will dynamically renew as it is updated in the module. Widget modules include:

- Alert Center
- Community Voice
- Graphic Links
- News Flash
- RSS
- Calendar
- FAQs
- Info Advanced
- Quick Links
- Staff Directory

Content Widgets

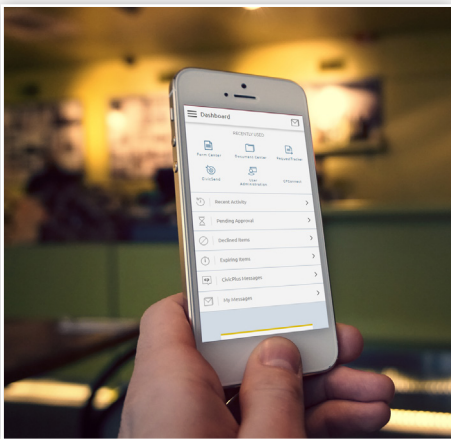
Edit your content directly on page in Live Edit mode with these widgets.

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality.
- **Custom HTML Widget** – Embed videos or other HTML features in your page.
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.
- **Image Widget** – Add images to a page.
- **List Widget** – Create lists on a page.
- **Pages Widget** – List all related subpages.
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.
- **Search Widget** – Add a search bar to a page.
- **Share Widget** – Add a share button to your page so citizens can share content to their social media.
- **Site Tools Widget** – Add a site navigation button.
- **Slideshow Widget** – Add a slideshow of images.
- **Spacer Widget** – Add a space to the page.
- **Tabbed Widget** – Add tabs to separate content in one central location.
- **Table Widget** – Add a table to your page.
- **Text Widget** – Add text to a page.

Administrative Features

The administration of your CivicEngage site is browser based, with no installation of software needed. You'll be able to update the site from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

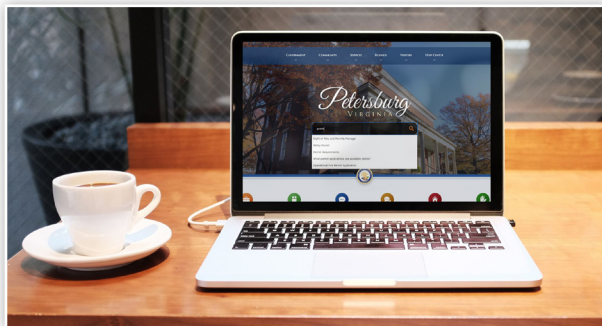
- **Admin Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the site) and the site map are dynamically generated and automatically update reflecting any changes made.
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.
- **History Log** – Track changes made to your website.
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.
- **Pending Approval Items** – Admins have access to a queue of pending items to be published or reviewed.
- **Website Statistics** – Piwik or Google Analytics provides web statistics for analysis.
- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.



User-Friendly Features

Not only is the CivicEngage CMS easy for your staff to use, various administrative features help your staff make a more attractive, engaging, and intuitive for your citizens.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your site.
- **Design Essentials** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website.
- **Link Redirects** – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>.
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your site quickly.
- **Predictive Site Search & Log** – A powerful site search automatically indexes all content making it easy for visitors to find information across pages, documents, and images. All search words are kept in a log.
- **Printer Friendly** – Separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications.
- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your site.
- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.
- **Third-Party Access**
 - Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website.
- **Translation** – Integration with Google Translate translates web pages into over 100 languages.



Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

System Ownership

After full and complete payment, the Maywood will own the customer content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information relevant to the work and deliverables). Intellectual property of the CivicPlus CivicEngage CMS will remain the property of CivicPlus. If the contract is canceled due to Maywood's wishes, CivicPlus support staff will take all of the content and information, store it in a file location, and help to make a smooth transition to the new hosted solution.

File Transfer Protocol (FTP)

File transfers are not needed as our solution includes a document center for storing documents and images needed to be accessed from your website. Our Document Center is a document storage center that allows for a variety of file types (e.g., PDF, spreadsheets, pictures, video files, sound clips and more) of up to 1GB to be downloaded or viewed by end users. Documents can also be controlled with levels of rights, allowing you to control who has access to view or edit the document. Moreover, all files are organized by our structured filing system of folders and subfolders, keeping all of your information easily obtainable by your citizenry 24/7. Typically, site visitors will not see the document center, but see a link to a specific document on a web page, FAQ, or Calendar event that will open the document without viewing the folder list. We believe that the need for FTP is fulfilled by our Document Center which is included with CivicEngage. If the City has a significant need for an FTP beyond those described in the RFP and amendments, you will have the ability to use your own FTP site and set up a transfer to handle your needs.

Software Licensing

CivicEngage is a web-based, SaaS model and provides Maywood with unlimited user access. The Annual Services fee includes the CivicEngage CMS, support, hosting, and maintenance. The Annual Service fee is a fixed fee that will be subject to a 5% technology fee uplift beginning in Year 3. CivicEngage doesn't require any additional software downloads outside of Maywood's browser preference.

ADA Section 508 Compliance

We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. Our focus is to provide a high degree of compliance with WCAG 2.0 A and AA, which maximizes accessibility for all users while providing freedom to create a visually rich and appealing site. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a site that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Credit Card Processing with CP Pay®

Opt-in to use CP Pay, our secure, PCI-compliant, standalone payment gateway that is integrated within the CivicPlus Platform. Local governments can use CP Pay to collect payments online or in your office from any CivicPlus solution or third-party product.

CP Pay Merchant

Our recommended payment gateway, CP Pay Merchant is available through a partnership with OpenEdge. With CP Pay Merchant you'll enjoy next-day funding, EMV support, smart (chip card) payment transactions, and consolidated, real-time reporting. The OpenEdge Hardware Program for CivicPlus provides access to purchase or rent hardware to use specifically with CP Pay. An application and separate agreement will need to be completed directly with OpenEdge, who will assess separate merchant account and transaction fees.

Supported Gateway Providers

CP Pay can also provide access to the following supported gateways for a one-time set-up fee: Braintree, Authorize.net, Forte, PayPoint, Tempus, Converge, CyberSource, Heartland, JetPay, and OpenEdge (not CP Pay Merchant). While CP Pay will not be involved in your arrangement directly with any supported gateway, you will need to obtain the gateway credentials directly from such provider and your chosen supported gateway and present that information to CivicPlus during implementation.

Continued Communication & Services Post Go-Live

Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

Technical Support

- Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- 4-hour response during normal hours
- 24/7 emergency support

Maintenance

- Full backups performed daily
- Regularly scheduled upgrades, including fixes and other enhancements, and OS system patches

For the last two years, CivicPlus Technical Support has won multiple Stevie® Awards, which are the world's top honors for customer service, contact center, business development, and sales professionals.

2020 – Silver for Front-Line Customer Service Team of the Year – Technology Industries & Bronze for Customer Service Training or Coaching Program of the Year – Technology Industries

2019 – Bronze award in the Front-Line Customer Service Team of the Year – Technology Industries

www.civicplus.help - The CivicPlus Help Center

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

Continuing Partnership

CivicPlus has a dedicated Client Success team to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon website launch, you will have a dedicated member of this team to provide you with further information on how to utilize the tools in your new website. Your Client Success Manager will keep you informed of new CivicPlus products and ways to optimize your site.

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our client sites seriously. Redundant power sources and internet access ensure consistent and stable connections. We invest over \$1.0M annually to enable us to adapt to the ever-changing security landscape while providing maximum availability.

You'll find that our extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance). If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

Hosting & Security Features	
Data Center	Bandwidth
- Highly reliable data center & secure facility - Managed network infrastructure - On-site power backup & generators - Multiple telecom/network providers - Fully redundant network - System monitoring – 24/7/365	- Multiple network providers in place - Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) - Burst bandwidth – 22 Gb/s
Hosting	
- Automated CivicEngage software updates - Server management & monitoring - Multi-tiered software architecture - Server software updates & security patches - Database server updates & security patches	- Antivirus management & updates - Server-class hardware from nationally recognized provider - Redundant firewall solutions - High performance SAN with N+2 reliability
Disaster Recovery	
- Emergency after-hours support, live agent (24/7) - On-line status monitor by Data Center - Event notification emails 8-hour guaranteed recovery TIME objective (RTO)	24-hour guaranteed recovery POINT objective (RPO) - Pre-emptive monitoring for disaster situations - Multiple, geographically diverse data centers
DDoS Mitigation	DDoS Advanced Security Coverage
- Defined DDoS Attack Process - Identify attack source and type - Monitor attack for threshold* engagement	Not Included. Additional coverage available at time of event. Additional fees will apply.

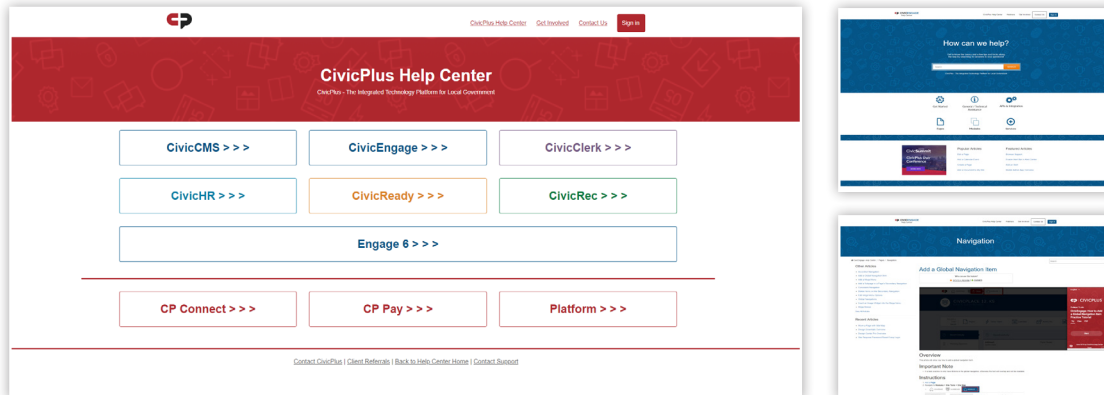
***THRESHOLDS:** Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Ongoing Training

We want your website to be an investment that holds its value over time rather than a big expense that you have to budget for every few years. We apply this same thinking to our approach toward training and support. After the launch of your website you should be able to keep current staff as well as new hires trained and supported as they update and maintain your site. CivicPlus offers ongoing training and support, as well as the incredible interactive community of more than 4,000 other municipalities that use the CivicEngage CMS. Stay up to date and always informed with unlimited access to the CivicPlus Help Center.

With CivicPlus Help Center, you can:

- Access online training manuals and videos to learn the tips, tricks, and processes to become the expert at creating the best website for your users
- Attend webinar series for refresher trainings or for sneak peeks at the newest features and functionality in development
- Share ideas and contribute to bettering our community through opinion polls, surveys, and group discussions
- Stay up to date on the latest trends in web technology, design, and government processes through blogs, webinars, and informational updates tailored to local government professionals
- Access our always-available online support center for our clients that is easy to navigate with predictive search
- Sign up to be a part of the CivicPlus beta testers to get your hands on the newest features and functionality first



Scheduled Maintenance

Our maintenance window is from 10 p.m. CST Saturday nights to 6 a.m. CST Sunday mornings. Any maintenance on servers are regularly scheduled to occur during this time unless an out-of-band maintenance is warranted. All critical updates are applied after testing unless they are a very high security risk in which they will be applied out of band. All others are evaluated and installed if needed. Sites are normally available during this window period. If there is an event that requires no risk of any downtime, it can be communicated through support or your client success manager that you do not wish to receive the pushes, and it can be scheduled for a later date.

References



Malibu, California

www.ci.malibu.ca.us

Mary Linden, Executive Assistant
23825 Stuart Ranch Road, Malibu, CA 90265
310-456-2489 ext. 232 | mlinden@malibucity.org

Service Date: 11/14/2012 | **Population:** 12,645

Services Provided: Website redesign, development, content migration, redeveloped navigation, redeveloped banner, on-site training, and implementation. Continuing to provide hosting, support, and maintenance.



La Habra, California

www.lahabracity.com

Rob Ferrier, Assistant to the City Manager
110 East La Habra Boulevard, La Habra, CA 90633
562-383-4010 | rferrier@lahabracity.gov

Service Date: 08/19/2014 | **Population:** 62,000

Services Provided: Website redesign, development, content migration, CivicMedia, Department Header Package, virtual training, and implementation. Continuing to provide hosting, support, and maintenance.



Inglewood, California

www.cityofinglewood.org

Josh Howe, Clerk of the Board
1 Manchester Boulevard, Inglewood, CA 90301
310-218-6791 | jhowe@cityofinglewood.org

Service Date: 05/23/2016 | **Population:** 109,419

Services Provided: Website redesign, development, content migration, CivicMobile, CivicSend, Department Header Package, on-site consulting, on-site training, and implementation. Continuing to provide hosting, support, and maintenance.

Fee Proposal (Revised 8/3/2020)



CivicPlus understands the budgetary and limited resource burdens most local governments experience on a daily basis. To assist in easing these burdens, and to help set your community up for success now and in the future, for a limited time only, we are offering special pricing and payment alternatives through our Rebound Program. Pricing is valid for 60 days from June 12, 2020.

Website Implementation	
Features & Functionality	■ CivicEngage CMS tools, widgets, and features ■ One SSL certificate ■ 100 GB of storage ■ Custom IdP Integration
Design & Content	■ One website layout built using available flexible layout options ■ One custom website design built using approved layout and up to one advanced design component ■ 150 pages Content Development (migration & enhancement) from URL www.cityofmaywood.com ■ Up to 100 meetings worth of Agendas and Minutes PDF/DOC Migration ■ Four interior banners ■ Four-year premium website redesign ■ 20 hours of design
Consulting & Training Services	■ Two days virtual Content consulting ■ Two days virtual training ■ Launch Assistance
Annual Services	
Hosting, Maintenance, & Support	■ Hosting and security ■ Software maintenance including service patches and system enhancements ■ Technical support including 24/7 emergency services and the CivicPlus Help Center ■ Dedicated Client Success Manager ■ Annual Services are subject to a cumulative annual 3% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond

	One-Time Implementation & Development Fees	Annual Fees
Standard List Price	\$31,969	\$8,465
Maywood's Discount	(\$10,469) lump sum of all discounts	(\$2,050) lump sum of all discounts
Total Year 1 Investment (One-Time Fees + Year 1 Annual)	\$27,915	
Annual Fees Beginning Year 2	\$6,415	

Your CivicPlus purchase may be eligible for CARES reimbursement. Consult with your administration to determine if this is an opportunity for your community, and please inform CivicPlus if you will be seeking reimbursement so we can help with any of your documentation needs.

CivicPlus Project Pricing & Invoicing/Payment Schedule

CivicPlus has endeavored to meet Maywood's needs and expectations for your newly designed website based on the information provided. This investment proposal is subject to change should additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand that local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs, but also your budgetary needs. CivicPlus offers:

- **Standard CivicEngage Invoicing** – 30% of your Total Investment – Year 1 fees (detailed on the previous page) will be due at contract signing and the remaining 70% will be due at completion of implementation or at the six-month mark in the implementation process – whichever date is earlier.
- **CPA Invoicing** – The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Year 1 expense of your project over the first three years of your contract. Each payment also includes your Annual Hosting/Maintenance Services and other fees if applicable. This option may not be available with all products offered by CivicPlus.
- **Customized Billing/Invoicing** – Although not available with all products offered by CivicPlus, we will be happy to discuss other billing options with you prior to contract signing and, if feasible, develop a plan that works for both of us. Please contact your sales representative for details.
- **Annual Services** – The annual fee for your first year is included with your Total Investment – Year 1 fees. Subsequent annual invoicing occurs on the anniversary of the contract signing date, subject to a 3% technology fee uplift each year starting in Year 3 of your contract.
- **CP Pay Merchant Account** – CP Pay Merchant will collect and disburse all credit card monies. CP Pay will assess a percentage + transaction fee (3% + \$0.30 per transaction). In addition, merchant account fees apply and will be paid directly to OpenEdge. These are separate from your Annual Services.

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible web environment for their communities and we will work with you prior to contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Additional Optional Recommended Enhancements

The following items are not included in your project, but can be provided as a scope adjustment or following the completion of your project.

CivicSend

CivicSend is a visually rich communication module for government, used to efficiently distribute general (non-emergency) communication to citizens. CivicSend is more than a simple email newsletter tool – it provides CivicPlus clients with a single point of access, via integration with CivicEngage, to multiple communication channels, including email, SMS/text, Facebook, and Twitter. CivicSend centralizes communication, saves administrative users time, and improves overall productivity.



Additional benefits of the CivicSend module include:

- Content auto-posts to your website
- Unlimited communication – there is no limit to the number of emails you can send (text messaging rates do apply)
- Template options to make customizing your message quick and easy
- Access to all subscriber lists in your CivicEngage website, including the ability to select multiple lists

Optional Project Enhancement	One-Time	Annual
CivicSend – Includes implementation, four hours of training, and annual subscription	\$1,500	\$1,995

CP Mobile®

CP Mobile is the next evolution of the mobile experience for local governments and their citizens. Uniting all our powerful solutions, CP Mobile provides the solutions and experiences that enables and optimizes citizen engagement, all in a fully configurable, future-proofed mobile solution. Built by the experts in local government, for local government, CP Mobile offers features and functionality that enable public services and citizen engagement and satisfaction. You benefit from an optimized yet clean, mobile-specific solution that will create the experiences necessary to enhance citizen engagement and satisfaction. CP Mobile offers:

- Scalable Administration – Easy enough for non-technical staff to manage daily but with the flexibility of a robust Build Tool Portal for staff to create and customize content.
- Continuous, Automated Enhancements – Deployed through the iTunes® App Store and Google™ Play Marketplace, CP Mobile delivers automated interface and feature improvements.
- Mobile Accessibility – With our use of material design and content labeling, mobile users with disabilities can now navigate and interact more easily with all our CivicPlus solutions.

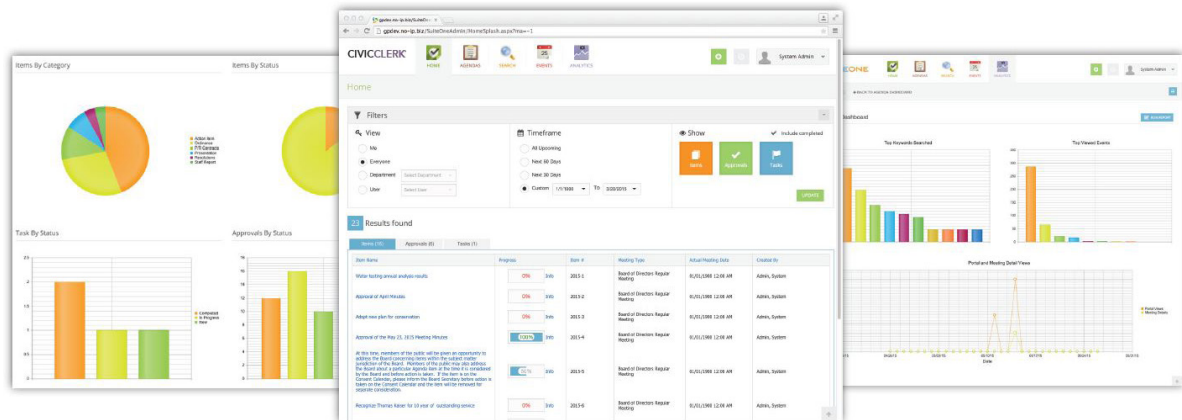


Optional Project Enhancement	One-Time	Annual
CP Mobile® (iOS & Android)	\$5,500	\$3,000

CivicClerk Agenda Management System

Effortless Meeting and Agenda Management

A manual, agenda process typically requires significant time and effort, including creating the agenda items, getting items approved, organizing all of the supporting documents, creating the agenda, and building the agenda packet—not to mention, converting files to PDF, publishing to your website, delivering it to the council and board members, etc.



Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk, formerly BoardSync, simplifies the entire meeting process from start to finish while providing staff with a central location for all board and committee meeting documentation with the same simple, consistent process.

Customers choose CivicClerk for our features, ease of use, and modern design. Think about it – if you stop using a manual process and transition to a paperless agenda system that makes it more complicated, you’re not saving any time. Trees are precious, but so is your time.

Optional Project Enhancement	One-Time	Annual
CivicClerk with CP Media - Includes up to 7 boards, 2 agenda templates, 1 item report template, 1 minutes template, 1 agenda script template, virtual consulting, and virtual training	\$18,886	\$13,860

CivicOptimize - Productivity

Efficiency-centric, low-code, digital optimization software designed specifically for your staff, your in-field workers, and your community.

Productivity consists of a set of Low-code application development tools and services, managed from a single dashboard, with which to build mobile application solutions that link closely into existing government IT systems. Standard Productivity tools and services fall into four major categories of functionality:

- Building sophisticated mobile-optimized forms and work-guides
- Deploying forms and work guides as Public Works Assignments
- Integrating form workflows with corporate IT systems through APIs - both within the forms completion flow, and upon form submission
- Administering and managing users, apps, and APIs with basic analytics plus PowerBI integration



Low-Code Development

The Productivity low-code development environment allows for collaboration between non-technical department leaders and programmers to develop solutions that meet your daily needs. Your inhouse staff can create efficiency-centric applications, including digital forms, hosted cloud infrastructure, IoT connectivity and performance monitoring capabilities, and even custom integrations between your favorite CivicPlus solutions.

Key Features

- Shift public services from standardized and manual to personalized and automated
- Build and deliver custom forms and workflows quickly and easily
- Create custom business solutions and mobile apps for specific purposes or engagements
- Deploy Public Works Assignments with custom branding and design
- Integrate with Microsoft Flow and leverage hundreds of business applications
- Utilize platform single sign-on, Digital Twin, and out-of-the-box asset visibility
- Efficiency and productivity excels with the use of one central dashboard





Attachments

ATTACHMENT A

CLAIMS HISTORY

Each Contractor shall submit a summary of whether or not any of the following events have occurred within the past ten (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Contractor or any subcontractor to enter into a contract to which it has received an award by a public entity.
- List all projects for which you were assessed liquidated damages in a cumulative amount of at least \$500 in any calendar year.
- Forfeiture of a bid or proposal bond by proposer or any subcontractor.
- Termination for default under a contract awarded by a public entity to Contractor or any subcontractor.
- Debarment of Contractor or any subcontractor by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Contractor or a subcontractor was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Contractor or the subcontractor of more than \$100,000.00.
- Conviction of Contractor, a subcontractor, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a subcontractor.

Litigation & Claims History

Contract Failures and Litigations

CivicPlus has no contract failures or civil or criminal litigations within the last ten (10) years.

Debarment of Contractor

From February 2014 to February 2015, CivicPlus was debarred from performing construction services in the State of New York due to a filing error with the State Worker's Compensation Board. The issue has since been resolved and does not prevent CivicPlus from performing the types of services stated in this proposal.

ATTACHMENT B

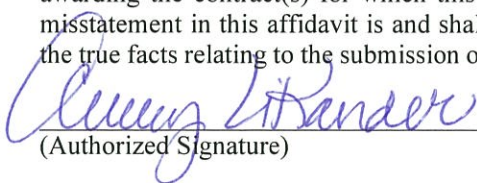
AFFIDAVIT OF NON-COLLUSION

I state that I am VP of Client Services (title) of CivicPlus, LLC
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) CivicPlus, LLC (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that CivicPlus, LLC (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Maywood in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Maywood of the true facts relating to the submission of Offers for this contract.

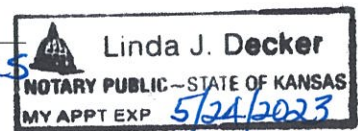

(Authorized Signature)

CivicPlus, LLC/VP of Client Services
(Name of Company/Position)

Sworn to and subscribed before me this 10 day of June, 2020.


Notary Public for ~~California~~ Kansas

My Commission Expires: 5/24/2023



Exceptions to Attachment C, General Services Agreement

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with the City of Maywood.

2. Extra Work.

Extra work, when ordered in writing by the City Representative and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City Representative. ~~All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City Representative, and signed by both parties; and the daily report shall be considered thereafter the true record of extra work done.~~

Term.

"The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 12 of this Agreement. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties. ~~If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new contractor, whichever is less.~~"

Note: CivicPlus cannot accommodate month-to-month billing for subscription services.

3. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

- 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement, and the City has approved the proof of insurance; and
- 2) City gives Contractor a written notice to proceed (NTP).

C. Contractor 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.

Note: A & C have conflicting start times. The City of Maywood would need to determine if it's upon written notice to proceed or effective date.

4. Time.

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.

Notwithstanding the forgoing, CivicPlus will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of Client.

7. Payments.

Contractor shall submit to City ~~an invoice on a monthly basis~~ Standard CivicEngage Invoice stating that 30% of your Total Investment – Year 1 fees will be due at contract signing and the remaining 70% will be due at completion of implementation or at the six-month mark in the implementation process – whichever date is earlier. Subsequent annual invoicing occurs on the anniversary of the contract signing date, subject to a 5% technology fee uplift each year starting in Year 3 of your contract, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, ~~hourly rates charged, if applicable,~~ fee for task or job, if applicable, and the amount due. ~~City shall review each invoice and notify Contractor in writing within ten Business Days of receipt of any disputed invoice amounts.~~

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. ~~City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.~~

8.

~~Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, state and federal law.~~ Contractor is responsible for all income, unemployment, and other taxes. These payments are included in the total amounts in Exhibit E.

Note: It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

9. PERS Compliance and Indemnification

~~A. General Requirements. The Parties acknowledge that City is a local agency member of 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.~~

Note: CivicPlus employees that will perform the work are based in the state of Kansas.

10. 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 State Auditor 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.

12. Termination of Agreement.

This Agreement may be canceled by City at any time with or without cause and without penalty upon ~~30~~ 60 calendar days' written notice. This Agreement may be canceled by Contractor at any time with or without cause and without penalty upon 90 days' written notice. In the event of termination, all finished or unfinished ~~work~~ content and other materials shall, at the option of City, be delivered to and become the property of City. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

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.

13. Indemnification. A. Indemnities. Subsection 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 third party claims for 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 negligent acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, ~~materialmen~~, consultants 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 and to the extent of~~ negligence or willful misconduct of the Indemnitees as determined by court 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.~~

a. Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each 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, consultants 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.

14. Insurance Requirements. A. Minimum Scope and Limits of Insurance. Subsection 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 ~~\$2,000,000.00~~ \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services 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.

21. Familiarity with Work. B.

~~If services 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 services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, 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.~~

22. Independent Contractor.

Contractor is and shall always 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. ~~Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to 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. It is Contractor's' policy to pass through sales tax in those jurisdictions where such tax is required. If the City is tax-exempt, the City must provide Contractor proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by City under this Agreement will not be taxed. If the City's state taxation laws change, the City will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and Contractor has the right to collect payment from the City for past due taxes.~~ Contractor shall fully comply with

the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. ~~City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.~~

28. Warranty

Contractor warrants all Work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality ~~and free from any defective or faulty material and workmanship.~~ Contractor agrees to warranty labor ~~for 90 days,~~ and parts, materials, and workmanship for ~~a period of one year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance for the~~ term of this Agreement. Contractor shall within ten days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and perform with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. ~~In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of City, City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.~~

29. Ownership of Documents

~~All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials")~~ All Customer Content, defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the City Representative or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such ~~completed documents~~ Customer Content for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall

provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

~~**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~~

45. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing [or sent by email](#) 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) 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:

EXHIBIT A

1. PURPOSE OF PROJECT

Contractor shall provide professional website re-design and maintenances services for City.

Note: Replace with CivicPlus' Statement of Work (SOW) - see following pages for example of SOW

~~**2. LIQUIDATED DAMAGES**~~

~~will be deducted from payments due to the Contractor.~~

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

1. Performance and payment under this Statement of Work (SOW) shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached as Exhibit A.1.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 (sum of One Time Cost and Recurring Cost) will be invoiced as follows:
 1. Upon signing this SOW, thirty percent (30%) of the Total First Year Fees.
 2. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Fees Year 1.
4. Renewal Term Annual Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. If a 'Recurring Redesign' line is included with Client's quote on the first page of this SOW, Client shall be entitled to a redesign at no additional cost if Client maintains continuous service under this SOW for the full 48 months. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____

Phase 1 – Initiate				
CivicPlus Deliverables: Project Timeline				
Client Deliverables: Project Timeline Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Project Initiation & Review		X		Project Manager will review the contract, Statement of Work (SOW) and any other documentation from the sales process. Project Manager will send initial project kickoff information to the client.
Project Kickoff (Meeting)			X	Project Manager will set the expectations for the website implementation process, assign client deliverables, due dates and collaborate with the client to understand goals for the project.
Planning & Scheduling			X	Project Timeline will be coordinated by the Project Manager and approved by the client. Internal resources needed for the website production will be scheduled.
Project Timeline Preparation		X		Project Manager will coordinate the complete project timeline based on the agreed due date of the client deliverables established during the Project Kickoff Meeting and available internal resources. Project Manager will provide this timeline for the client to review and approve.
Project Timeline Review & Approval (MILESTONE)	X			Client will review the Project Timeline Proposal and request any changes necessary due to scheduling conflicts.

Phase 2 – Analyze				
CivicPlus Deliverables: Design & Configure Strategy Recommendations				
Client Deliverables: Design Discovery Form; Website Analytics; Photos for Design; DNS information; Layout approval Form; Design & Content Strategy Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Client Deliverables	X			Client will submit deliverables as outlined (Design Discovery Form; Website Analytics; Photos for Design; DNS information)
Design Form	X			Client submits CivicEngage Standard Design Form: http://civicplusdemo.com/standarddesign
Content Form	X			Client submits CivicEngage Standard Content Form: http://civicplusdemo.com/standardcontent
Photos for Design	X			Client will submit 10-20 high-resolution images for possible use in the homepage website design. These may be used in the website background, homepage slideshow, etc.
Logo & Branding Materials	X			Client uploads branding guidelines and / or imagery to be used in website design via Sharepoint. (logo, seal, color palette, branding guide, etc.)
DNS Worksheet	X			Client will complete the DNS Worksheet to provide details needed to complete setup of website domain. http://civicplusdemo.com/dnsform
Design & Content Meeting		X		MEETING OBJECTIVES: Review and confirm design preferences, provide overview of content development process, assign tasks for content preparation, and record content specifications.

Phase 3 – Design & Configure				
CivicPlus Deliverables: Design Templates & Tools; Production Website				
Client Deliverables: Design Concept Review & Feedback; Design Concept Approval; Content Cut-off Approval; Production Website Feedback				
Task	Responsibility			Details
	Client	CivicPlus	Shared	

	Client	CivicPlus	Shared	
Website Design*		X		CivicPlus prepares functioning design to share with Client.
Layout Setup		X		CivicPlus creates production website using selected layout.
Design Creation		X		CivicPlus creates Design Concept.
Quality Control - Design		X		CivicPlus performs quality review of Design Concept.
Quality Control - Design Revisions		X		If needed, CivicPlus completes requests from Quality Control.
Design Preparation		X		CivicPlus prepares website design files for Design Setup.
Design Setup		X		CivicPlus applies Design Concept to functioning production website.
Quality Control - Design Setup		X		CivicPlus performs quality review of Design Setup.
Quality Control - Design Setup Revisions		X		If needed, CivicPlus completes requests from Quality Control.
Content Preparation & Updates	X			Client updates existing website OR submits content via SharePoint for Content Development.
DNS Configuration		X		CivicPlus prepares domain name transfer and / or setup.
Content Development		X		CivicPlus populates content on production website.
Content Migration Setup		X		CivicPlus prepares project for migration process.
Content Migration & Optimization		X		CivicPlus migrates content from client's existing website to the production website and optimize using best practices for usability and accessibility.
Quality Control - Content		X		Content Analyst will review production website to ensure usability and consistency.
Quality Control - Content Revisions		X		If needed, content will be updated as requested by the Content Analyst.
Final Content Report Creation		X		Web Content Specialist will create final content report to be shared with client.
Training Engagement Coordination			X	Trainer will review project documentation and connect with client to discuss training schedule, logistics and technology requirements to prepare for engagement.
Website Completion		X		CivicEngage team will share the completed website, including finished design and content.

Phase 4 – Optimize

CivicPlus Deliverables: None

Client Deliverables: Website Evaluation

Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Finalization	X			Client will evaluate the production website and confirm all expectations were met in accordance with the Statement of Work / project contract.
Design Revisions		X		If applicable, CivicEngage team will make requested changes to the Design Concept. Completed changes will be returned to client for any additional feedback or approval.
Website Corrections		X		CivicEngage team completes outstanding items.

Phase 5 – Educate

CivicPlus Deliverables: Instructor Led Training

Client Deliverables: None

Task	Responsibility			Details
	Client	CivicPlus	Shared	
Training Engagement			X	Trainer delivers product training.

Phase 6 – Launch

CivicPlus Deliverables: None

Client Deliverables: Website Approval

Task	Responsibility			Details
	Client	CivicPlus	Shared	

Website Approval	X			Client will submit the Website Approval Form to indicate statement of work has been fulfilled.
Website Launch			X	The new website is scheduled to be made available to the public with live domain name.
Project Close Procedures		X		Project Manager will complete the administrative tasks related to transitioning project from implementation to client care.



ATTACHMENT E

PROPOSERS CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Attachment C) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a fixed-price basis for services described in Attachment C. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Contact or designee in writing.

Please attach proposed cost and payment schedule.

<u>CivicPlus, LLC</u>	<u>888-228-2233 (phone) 785-587-8951(fax)</u>
LEGAL NAME OF COMPANY	PHONE AND FAX NUMBERS
<u>302 S. 4th Street, Suite 500, Manhattan, KS 66502</u>	
BUSINESS ADDRESS	
<u>Amy Vikander</u>	<u>VP of Client Services</u> PRINTED
NAME OF AUTHORIZED AGENT	TITLE
	<u>bids@civicplus.com</u>
SIGNATURE OF AUTHORIZED AGENT	E-MAIL ADDRESS

48-1202104

FEDERAL ID NUMBER (IF APPLICABLE)	CONTRACTOR LICENSE NUMBER (IF APPLICABLE)
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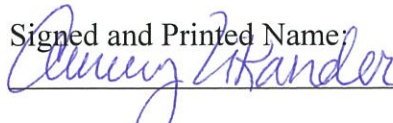
THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.

ATTACHMENT G

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Maywood, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the City Clerk with her signature and official seal noting hereon the action of approval of the Council, signed by the City Manager or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto. Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned. Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm CivicPlus, LLC

Signed and Printed Name:  Amy Vikander

Title VP of Client Success

Date June 10, 2020

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL. PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
05/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED CivicPlus 302 S 4th Street, Suite 500 Manhattan, KS 66502	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER B:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Northern Insurance Company	20303	INSURER B:	Federal Insurance Company	20281	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W16465377**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			3602-53-12	05/17/2020	05/17/2021	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC							\$
	OTHER:							\$
B	AUTOMOBILE LIABILITY			7358-87-92	05/17/2020	05/17/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ AUTOS ONLY							\$
B	UMBRELLA LIAB ☒ OCCUR			7989-49-14	05/17/2020	05/17/2021	EACH OCCURRENCE	\$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	☐ DED ☒ RETENTION \$ 0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			(20) 7174-92-49	05/17/2020	05/17/2021	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FOR INFORMATIONAL PURPOSES ONLY

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ACORD 25 (2016/03)

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SR ID: 19617191

BATCH: 1680264

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ATTACHMENT NO. 4

	Cost of Year 1	Discount applied	Total Year 1*
CivicEngage	\$38,384	-\$10,469	\$27,915
CivicSend	\$1,500	-\$300	\$1,200
CivicClerk	\$18,886	-\$6,886	\$12,000
CivicMobile	\$5,500		\$5,500
Total Discounts applied		-\$17,655	

*Includes annual cost for year 1

Annual Cost	Ongoing Discount	Ongoing Annual Cost
\$8,465	-\$2,050	\$6,415
\$1,995	-\$399	\$1,596
\$13,860	-\$1,860	\$12,000
\$3,000		\$3,000
	-\$4,309	



Public Hearing
AGENDA 1
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 12, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: PUBLIC HEARING AND FIRST READING OF AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER TO THE MAYWOOD MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM

RECOMMENDATION:

Staff recommends that the City Council consider the attached proposed Ordinance to create a Sidewalk Vending Program and introduce Ordinance No. 20-07 "An Ordinance of the City of Maywood Adding a New Chapter to the Maywood Municipal Code to Create a Sidewalk Vending Program" by title only, waive full reading of the ordinance and read the ordinance by title only.

BACKGROUND:

The City of Maywood currently allows very limited use of public spaces such as sidewalks and parks for commercial purposes. These regulations specify the licensing and operation requirements for "pushcart vending." The adopted rules that limit the use of public spaces include:

- No person shall vend from a pushcart in any one (1) location for longer than thirty (30) minutes and shall be moved a minimum of five hundred (500) feet before vending again.
- No person shall operate a pushcart within 1,000 feet from another person operating a pushcart.

- No person shall operate a pushcart within 1,000 feet from any church or school.
- No person shall operate a pushcart on or on any sidewalk adjacent to Slauson Avenue or Atlantic Avenue.

Given the approval of Senate Bill 946 (SB 946), also known as the “Safe Sidewalk Vending Act,” our regulations that restricted sidewalks for commercial purposes are required to change. SB 946 was signed into law on September 17, 2018, and became effective January 1, 2019, and effectively nullifies our existing regulations that prohibit sidewalk vending. Pursuant to SB 946, “sidewalk vendors” are defined as any person who sells food or merchandise while on a public sidewalk or other public pedestrian path (including public parks). The law broadly defines “sidewalk vendors” to include those using a pushcart, wagon, or other non-motorized conveyance, or from his or her person, while on a public sidewalk or other pedestrian path.

Sidewalk vending may be “stationary” (operating from a fixed location) or “roaming” (moving from place to place and stop only to complete a transaction). SB 946 also adds a new chapter to the Government Code that not only significantly limits the authority of cities and counties to regulate sidewalk vendors, but also prohibits the imposition of criminal penalties for violators. Instead, violations may only be punished with administrative citations in amounts specified in the law. Additionally, it should be noted that while administrative citations can be issued for violations of local sidewalk vending regulations, there are strict limits as to how any city can enforce the collection of imposed fines.

Given the passage of SB 946, the City and other local jurisdictions that currently prohibit such activities as pushcart vending and individuals who set up stands and or other equipment on the city sidewalks to sell their wares, will no longer be able do so. However, the bill does allow for cities to adopt some requirements regulating the time, place, and manner of sidewalk vending, if the requirements are directly related to health, safety or welfare concerns. The bill also is clear that perceived community animus or economic competition are not valid health, safety, or welfare concerns to justify the imposition of time, place, or manner restrictions.

DISCUSSION:

Since sidewalk vending is prohibited in Maywood, the City does not have regulations in place to accommodate the state mandate to allow sidewalk vending. The regulations in the attached ordinance are proposed to accommodate sidewalk vendors and their equipment pursuant to the requirements of SB 946. Staff has worked closely with the City Attorney’s Office to comply with the state law, while also providing protections against potential health and safety concerns that might be created by sidewalk vending

operations in the City. The proposed regulations contained in the ordinance include the following:

- Restrictions from vending within fifteen (15) feet of any street intersection, fire hydrant, fire call box, driveway or driveway apron;
- Within twenty-five (25) feet of any limousine staging zone, bus stop, trolley stop, taxi stand, bus bench, bus shelter, or valet parking service;
- Upon or within any roadway, median strip, or dividing section;
- Within one hundred (100) feet of any Police Officer, fire fighter, or emergency medical personal who is actively performing his or her duties or providing services to the public;
- Within twenty five (25) feet of any entrance or exit to a public building, parking lot or structure, or facility;
- Within three hundred (300) feet of any of any public or private school;
- Within three hundred (300) feet of any church;
- Within fifty (50) feet of any public picnic area, playground area, playground equipment, public community center, athletic field, tennis court, soccer field, or baseball/softball field.
- Within two hundred (200) feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit, temporary special event or any City-approved temporarily permitted activities. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit, temporary special event or City-approved temporary permitted activities.

Under the new state regulations, it is permissible for the City to adopt regulations to ensure the health and safety of the community to address potential impacts of sidewalk vending. However, the tools for enforcement of violations of sidewalk vending regulations (pursuant to SB 946) are limited to the issuance of administrative citations. The proposed Ordinance addresses the mandated restrictions on penalties. Additionally, SB 946 dictates the maximum amounts and specifies that no additional fines or penalties may be assessed, including for failure to pay an administrative citation. Further, once a citation is issued, the City is required to consider the person's ability to pay including if the person is a recipient of certain government benefit or if their income is below poverty level then the City must accept payment in the amount of 20% (of the fine amount) as full satisfaction.

Staff believes that the proposed regulations are limited to “time, place and manner” restrictions will provide adequate protection of the health and safety of the community. However, the limitations contained in SB 946 will make the enforcement of the City’s regulations extremely challenging.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

A public hearing for this proposed Ordinance will have no fiscal impact on the City.

ATTACHMENT: Proposed Ordinance

ATTACHMENT 1

ORDINANCE NO. 20-07

AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER TO THE MAYWOOD MUNICIPAL CODE TO CREATE A SIDEWALK VENDING PROGRAM

WHEREAS, Senate Bill ("SB") 946 was signed into law on September 17, 2018, and becomes effective January 1, 2019;

WHEREAS, SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039;

WHEREAS, the City of Maywood Municipal Code currently prohibits sidewalk vending, in conflict with SB 946;

WHEREAS, the City Council finds that the establishment of a sidewalk vending program will benefit the City as a whole by facilitating entrepreneurship and providing economic opportunity for people to support themselves and their families, and by contributing to a diversity of food options and lively streets;

WHEREAS, the City Council finds that the act of vending on sidewalks and other areas of the public right-of-way also creates the potential for increased safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic;

WHEREAS, the City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services;

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning;

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City

streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant;

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks;

WHEREAS, ...; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946, and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses and visitors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. The Maywood Municipal Code is hereby amended to add a new Chapter [XX], which shall read as follows:

"Chapter [XX] Sidewalk Vending

[XX.010] Definitions. The following words and phrases, whenever used in this chapter, shall mean as follows:

"Certified farmers' market" means a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

"Director" means the Director of Building and Planning of the City of Maywood.

"Person" shall mean one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk vendor" means a person who vends from a vending cart or from one's person, upon a public sidewalk, parkway, pedestrian path, or other public right-of-way available to pedestrians.

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

"Swap meet" means a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

“Temporary special permit” means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerns.

“Vend” or “vending” means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

“Vending cart” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code.

[XX.020] Permit Required. No person, either for themselves or any other person, shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this chapter.

[XX.030] Permit Application. To apply for a sidewalk vending permit, a person must present a valid identification such as a State of California identification, Matricula Consular, or any other government issued card. Application is to be filed with the Director, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

- A. The legal name and current address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
- C. A description of the food or merchandise offered for sale;
- D. Whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;
- E. A copy of a valid business license issued pursuant to Chapter [XX] of the Maywood Municipal Code;
- F. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;
- G. Proof of liability insurance in the amount of not less than one million (\$1,000,000) dollars per occurrence.
- H. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;
- I. If a vendor of food or food products, certification to completion of a food handler course and proof of all required approvals from the Los Angeles County Department of Public Health; and

- J. Any other reasonable information regarding the time, place, and manner of the proposed vending.

[XX.040] Criteria for Approval or Denial of Permit. The Director, or his or her designee, shall approve the issuance of a permit unless he or she determines that:

- A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
- B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents; or
- C. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in section [XX.090].

If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

[XX.050] Permit Expiration and Renewal. A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.

[XX.060] Permit Rescission. The Director may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violation of this Chapter. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.

[XX.070] Appeals. Any person aggrieved by the decision of the Director to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the City Council. The appeal shall be filed with the City Clerk within fifteen (15) days following the date of the Director's decision.

[XX.080] Permits Nontransferable. No permit granted pursuant to this chapter shall be transferable.

[XX.090] Operating Requirements. Sidewalk vendors shall comply with the following:

- A. No sidewalk vendor shall vend in the following locations:
 - 1. Within fifteen (15) feet of any street intersection;
 - 2. Within ten (15) feet of any fire hydrant, fire call box, or other emergency facility;
 - 3. Within ten (15) feet of any driveway or driveway apron;
 - 4. Within twenty-five (25) feet of any limousine staging zone, bus stop, trolley stop, taxi stand, bus bench, bus shelter, or valet parking service;

5. Upon or within any roadway, median strip, or dividing section;
6. Within one hundred (100) feet of any Police Officer, fire fighter, or emergency medical personal who is actively performing his or her duties or providing services to the public;
7. Within twenty five (25) feet of any entrance or exit to a public building, parking lot or structure, or facility;
8. Within fifty (50) feet of any freeway entrance or freeway exit;
9. Within three hundred (300) feet of any of any public or private school;
10. Within three hundred (300) feet of any church:
11. Within fifty (50) feet of any public picnic area, playground area, playground equipment, public community center, athletic field, tennis court, soccer field, or baseball/softball field.
12. Within 200 feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit, temporary special event or any City-approved temporarily permitted activities. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit, temporary special event or City-approved temporary permitted activities.

B. Design and Dimension Requirements for all sidewalk vending carts or pushcarts:

1. All sidewalk vending carts or pushcarts must not exceed a maximum length of six (6) feet and maximum width of four (4) feet.
2. Roaming vendors must maintain an obstructed view over four (4) feet in height from the ground to the table top structure of the cart.
3. All sidewalk vendors must provide locking wheels on all vending carts to prevent uncontrolled movement.
4. No vendor shall erect, place or maintain any tent, canopy or other temporary shelter (excluding umbrellas) in the public right – of – way.
5. A sidewalk vendor may have one (1) umbrella. The use of an umbrella shall not exceed ten (10) feet in height as measured from ground level to its highest point. The umbrella cannot be attached or anchored to any public or private sidewalk, bench, fence or trees. Umbrella must be made of a sturdy and safe material and must be attached or anchored to vending cart.
6. No external power, piping, or plumbing is allowed. Vending cart must be entirely self-contained.

7. Any type of gas powered generator is not allowed.
 8. Food, merchandise and any equipment must be securely fastened to the vending cart.
 9. Vending cart or vending apparatus shall not be chained or fastened to any pole, sign, tree, or any other object in the public right of way.
- C. No sidewalk vendor shall vend in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three (3) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices;
 - D. No sidewalk vendor shall leave their vending cart, table, device or merchandise unattended at any time. Any cart, equipment or objects left unattended along any portion of the public right-of-way and any public space will be considered discarded and may be seized or disposed of by the City.
 - E. Roaming vendors shall not operate in any one (1) location for longer than fifteen (15) minutes, and shall be moved a minimum of three hundred (300) feet before vending again.
 - F. No vendor shall use any type of noise making devices, shout, or willfully make any loud noises.
 - G. Any boxes, excess merchandise, or accessory items shall be stored entirely beneath vending cart and shall not be stored, or piled alongside, behind, or in front of vending cart.
 - H. Use of any signage must be attached to vending cart.
 - I. Any person vending shall be limited to two (2) chairs that are not to be placed in front of vending cart.
 - J. Sidewalk vending is permitted daily between the following hours:
 1. In residential areas, sidewalk vending shall be permitted between the hours of 11:00 a.m. and 7:00 p.m.
 2. In nonresidential areas, sidewalk vending shall be permitted between the hours of 11 a.m. and 10 p.m.
 - K. Stationary sidewalk vendors shall not vend in areas that are zoned exclusively residential.
 - L. Stationary sidewalk vendors shall not vend at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

- M. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a twenty five (25) foot radius of the vending location.
- N. Vendors of food or food products shall possess and display in plain view on the vending cart a valid Health Permit Decal from Los Angeles County Department of Public Health.
- O. Sidewalk vendors shall possess at all times while vending a valid permit issued pursuant to this chapter, as well as any other permit or license required by the City and any other appropriate governmental agency.
- P. Sidewalk vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).
- Q. No vending cart shall become a permanent fixture on the vending site or be considered an improvement to real property.

[XX.100] Administrative Citations.

- A. A violation of this chapter by a sidewalk vendor who has a valid sidewalk vending permit from the City is punishable only by an administrative citation pursuant to Chapter [XX], in amounts not to exceed the following:
 - 1. One hundred dollars (\$100) for a first violation.
 - 2. Two hundred dollars (\$200) for a second violation within one year of the first violation.
 - 3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.
- B. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative citation pursuant to Chapter [XX] in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:
 - 1. Two hundred fifty dollars (\$250) for a first violation.
 - 2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
 - 3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.

4. Upon proof of a valid sidewalk vending permit issued by the City, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in paragraph A.
- C. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.
 - D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.
 - E. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
 - F. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the City shall accept, in full satisfaction, twenty (20) percent of an administrative citation imposed pursuant to this chapter.
 - G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition."

Section 3. CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) and 15378 of Division 6 of Title 14 of the California Code of Regulations.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this ordinance to be published and/or posted as required by law.

PASSED, APPROVED AND ADOPTED this ____ day of August, 2020.

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Maywood held on the ____ day of August 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Gerardo Mayagoitia, City Clerk