



MAYWOOD CITY COUNCIL SPECIAL MEETING AGENDA

WEDNESDAY, APRIL 22, 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 special meeting of the City Council for April 22, 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.

Remote public participation is offered in the following ways:

City Council meetings will be live-streamed on the City's Facebook page.

If you would like to speak on an agenda item, you can access the meeting remotely:

Join by phone *67 1-669-900-6833

Enter Meeting ID: 840 837 092

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: *67 1-669-900-6833

Enter Meeting ID: 840 837 092

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

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 04/08/2020 Special City Council Meeting.

2. Minutes for 4/8/2020 Additional Concurrent Special City Council Meeting.
3. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants.
4. Consideration of approval of Request for Proposals (RFP) for professional engineering services and authorization for the City to solicit proposals for Professional Engineering Services
5. Consider the Re-Appointment of a Member of the Planning Commission
6. Consideration of approving an Amendment to the Public Transportation Contract Services Agreement between the City of Maywood and Metro Transit Services LLC

IX. DISCUSSION/ACTION ITEMS

7. Consideration of a monetary contribution to Heart of Compassion Distribution for supplies needed to continue distribution of food and goods in the Maywood Community

X. CLOSED SESSION

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

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

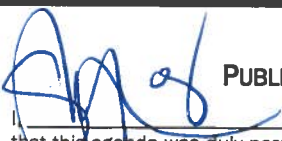
By phone: *67 1-669-900-6833

Enter Meeting ID: 840 837 092

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 Regular Meeting of the Maywood City Council is on May 13, 2020.



PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

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



AGENDA 1
ITEM NO. _____

MAYWOOD CITY COUNCIL

MINUTES FOR SPECIAL MEETING WEDNESDAY, APRIL 8, 2020 AT 2:00 P.M.

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR

Eduardo De La Riva (Present)

CITY CLERK

Gerardo Mayagoitia (Teleconference)

MAYOR PRO TEM

Ricardo Lara (Teleconference)

CITY TREASURER

Gloria Viramontes (Absent)

COUNCIL MEMBERS

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

CITY MANAGER

Jennifer E. Vasquez (Present)

CITY ATTORNEY

Roxanne Diaz (Teleconference)

Staff Present:

David Mango, Director of Building and Planning (Teleconference)
Hrant Manuelian, Director of Finance (Teleconference)
Guillermo Padilla, Deputy City Clerk
Shirley Quinones, Deputy City Clerk
Gisselle Delgado, Community Services Liaison

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WAS NOT 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:

VIA FACEBOOK LIVE AT:
<https://www.facebook.com/cityofmaywood>

OR BY ZOOM TELECONFERENCE AT:

*67 1-669-900-6833
Zoom Meeting Access Code: 808 328 546

Comments may have been submitted via e-mail to shirley.quinones@cityofmaywood.org by 12:30 p.m. prior to meeting and by teleconference anytime prior to closure of the public comment portion of the item(s) under consideration

IV. COUNCILMEMBER COMMENTS

Mayor, Council Members, and City Manager provided community updates.

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

There were no speakers.

VI. PRESENTATIONS

None.

VII. PUBLIC HEARING

None.

VIII. CONSENT CALENDAR

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

1. Minutes for 03/25/2020 Special City Council Meeting. **Motion to approve minutes by Medina. Second by Lara. AYES: Marquez, Medina, Lara, and De La Riva. ABSENT: Alvarez. 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 approve Resolution 6101 by Medina. Second by Lara. AYES: Marquez, Medina, Lara, and De La Riva. ABSENT: Alvarez. PASSES**

3. Revenue Report from July 2019 to March 2020. **Motion to receive and file the revenue report by Medina. Second by Lara. AYES: Marquez, Medina, Lara, and De La Riva. ABSENT: Alvarez. PASSES**
4. Consideration of a contribution to the Southeast Rio Vista YMCA at Maywood Center for supplies needed to continue Grab-N-Go meals. **Motion to approve contribution of \$10,000 from the Community Benefit Fund by Medina. Second by Marquez. AYES: Marquez, Medina, Lara, and De La Riva. ABSENT: Alvarez. PASSES**
5. Consideration of a Resolution Designating Agents of the City of Maywood for the California Governor's Office of Emergency Services Public Assistance Grants. **Motion to approve Resolution 6102 by Medina. Second by Lara. AYES: Marquez, Medina, Lara, and De La Riva. ABSENT: Alvarez. PASSES**

IX. DISCUSSION/ACTION ITEMS

None.

X. CLOSED SESSION

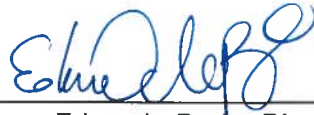
1. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Marcelina Ortiz v. City of Maywood, Los Angeles Superior Court Case No. 18TCV05445, **No reportable action was taken.**
2. Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); Ashely Gonzalez v. City of Maywood, Los Angeles Superior Court Case No. 19STCV21142 **No reportable action was taken.**
3. Conference with Legal Counsel, Anticipated Litigation, Significant Exposure to Litigation, Government Code Section 54956.9(d)(2), Number of Cases: 1. A point has been reached where, in the opinion of the City Council based on the advice of legal counsel that there are existing facts and circumstances that there is significant exposure to litigation against the local agency based on a personnel matter. **No reportable action was taken.**

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

The following spoke on Non-Agenda Items:

1. Alfonso Roa (Submitted comments through email);
2. Gloria Gonzalez (Submitted comments through email);
3. Zenia Rivera (Submitted comments through email);
4. Gerry Mayagoitia (Submitted comment by teleconference);
5. Veronica Guardado (Submitted comment by teleconference)

- XII. **ADJOURNMENT** - Meeting adjourned at approximately 3:31 p.m. on April 8, 2020 to April 22, 2020 at 7:00 pm for the regular meeting of the Maywood City Council.



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk



AGENDA 2
ITEM NO. _____

MAYWOOD CITY COUNCIL

MINUTES FOR THE ADDITIONAL CONCURRENT SPECIAL MEETING WEDNESDAY, APRIL 8, 2020 AT 2:00 P.M.

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR

Eduardo De La Riva (Present)

CITY CLERK

Gerardo Mayagoitia (Teleconference)

MAYOR PRO TEM

Ricardo Lara (Teleconference)

CITY TREASURER

Gloria Viramontes (Absent)

COUNCIL MEMBERS

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

CITY MANAGER

Jennifer E. Vasquez (Present)

CITY ATTORNEY

Roxanne Diaz (Teleconference)

Staff Present:

David Mango, Director of Building and Planning (Teleconference)
Hrant Manuelian, Director of Finance (Teleconference)
Guillermo Padilla, Deputy City Clerk
Shirley Quinones, Deputy City Clerk
Gisselle Delgado, Community Services Liaison

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WAS NOT TO THE PUBLIC

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Comments may have been submitted via e-mail to shirley.quinones@cityofmaywood.org by 12:30 p.m. prior to meeting and by teleconference anytime prior to closure of the public comment portion of the item(s) under consideration

IV. COUNCILMEMBER COMMENTS

None.

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

There were no speakers.

VI. PRESENTATIONS

None.

VII. PUBLIC HEARING

None.

VIII. CONSENT CALENDAR

None.

IX. DISCUSSION/ACTION ITEMS

1. Consideration of an Urgency Ordinance of the City of Maywood Amending the Maywood Municipal Code to Make Violations of the County Health Code and County Health Officer Orders Subject to an Administrative Citation and Amending the Provisions Regarding the Administrative Fine Schedule. **Motion to approve Urgency Ordinance No. 20-03-U by De La Riva. Second by Lara. AYES: Marquez, Medina, Lara, and De La Riva. ABSENT: Alvarez. PASSES.**

2. Consideration of a Resolution of the City Council of the City of Maywood Adopting a Fine Schedule for Violations of the County Health Officer Orders. **Motion to approve Resolution No. 6103 by De La Riva. Second by Lara. AYES: Marquez, Medina, Lara, and De La Riva. ABSENT: Alvarez. PASSES.**

X. CLOSED SESSION

None.

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

None

- XII. ADJOURNMENT** - Meeting adjourned at approximately 3:31 p.m. on April 8, 2020 to April 22, 2020 at 7:00 pm for the regular meeting of the Maywood City Council.



Eduardo De La Riva, Mayor

ATTEST:


Gerardo Mayagoitia, City Clerk

COUNCIL AGENDA

ITEM No. 3

RESOLUTION NO. 6104

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 \$685,990.89 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 22nd day of April, 2020.

Eduardo De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Gerardo Mayagoitia, City Clerk

Roxanne Diaz, City Attorney

)
)
)

Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, April 22, 2020

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 087022 - 087050	\$ 32,847.03
Accounts Payable regular warrants for payment: Checks No. 087051 - 087071	\$ 495,899.78
Sub-total	\$ 528,746.81

Wire Transfers/ACH Transactions

04/01/20 US Bank - Merchant Fees	\$ 564.39
04/03/20 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 110,480.44
04/03/20 CalPERS Health Premium March 2020	\$ 31,483.01
04/03/20 CalPERS Employer Contribution - Pay Period 3/15/2020-3/28/2020	\$ 6,859.73
04/03/20 Lease Payment for Front Counter Cash Registers - April 2020	\$ 129.57
04/10/20 Payment to TBK Bank for Trash Bin/Cart Rental March & April 2020	\$ 6,850.00
04/13/20 CalPERS Replacement Benefit Contribution	\$ 65.88
04/14/20 US Bank Analysis Service Charge	\$ 811.06
Sub-total	\$ 157,244.08

Total Demands \$ 685,990.89

City of Maywood
Detail Warrants for Payment
Warrants No. 087022 to 087071

Exhibit B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087022	P	4/6/2020	Robert Half Company International /	918.40	Temp Labor: Administrative Assistant WE 01/03/2020
087023	P	4/6/2020	Allen B. McDade	629.49	Retiree Medical Reimbursement April 2020
087024	P	4/6/2020	Angel Villegas	525.39	Retiree Medical Reimbursement April 2020
087025	P	4/6/2020	Brent Talmo	296.74	Retiree Medical Reimbursement April 2020
087026	P	4/6/2020	Bruce Leflar	1,189.78	Retiree Medical Reimbursement April 2020
087027	P	4/6/2020	Christine M. Locher	245.78	Retiree Medical Reimbursement April 2020
087028	P	4/6/2020	Edward Ahrens	1,189.78	Retiree Medical Reimbursement April 2020
087029	P	4/6/2020	Maywood Mutual Water Co. No.2	352.82	Various Locations 12/18/2019 to 02/22/2020
087030	P	4/6/2020	Tri-City Mutual Water Company	184.40	5000 Slauson Avenue 02-29-2020 to 03-31-2020
087031	P	4/6/2020	Paul Pine	1,588.41	Retiree Medical Reimbursement April 2020
087032	P	4/6/2020	Postmaster	308.66	Prepaid Postage (Postcard mailer) COVID-19
087033	P	4/6/2020	Postmaster	912.22	Prepaid Postage (Postcard mailer) COVID-19
087034	P	4/6/2020	Robert Leach	1,005.00	Retiree Medical Reimbursement April 2020
087035	P	4/6/2020	Ronald Lindsey	1,176.90	Retiree Medical Reimbursement April 2020
087036	P	4/6/2020	Scott C. Anderson	1,189.78	Retiree Medical Reimbursement April 2020
087037	P	4/6/2020	Sparklets Drinking Water Corp	144.03	City Hall Office Water
087038	P	4/6/2020	Xerox	353.73	March 2020 Base Charge and Printing Fee
087039	P	4/6/2020	Xerox Financial Services	197.10	Copier Lease: 03-15-2020 - 04-14-2020
087040	P	4/13/202	California Building Standards Commission	93.60	BSASRF Fee: 1st Quarter 2020 (CA Building Standards
087041	P	4/13/202	CoreLogic Solutions, LLC.	150.00	Property Finder April 2020
087042	P	4/13/202	Dewey Pest Control	92.00	April 2020 Pest Control City Hall
087043	P	4/13/202	L.B. Johnson Hardware Co.	505.60	Public Works Supplies
087044	P	4/13/202	Maywood Car Wash	490.97	Car Wash/Gas March 2020
087045	P	4/13/202	Tri-City Mutual Water Company	2,193.20	5950 Walker Avenue 02-29-2020 to 03-31-2020
087046	P	4/13/202	Sanchez Awards	11.03	Staff Name Plates
087047	P	4/13/202	So Cal Industries	246.38	Portable Restroom 4801 E 58th St Damaged Unit
087048	P	4/13/202	Southern California Edison	15,767.02	Various Locations 02-25-2020 to 03-25-2020
087049	P	4/13/202	Time Warner Cable	628.82	Internet & Phone Service: April 2020
087050	P	4/13/202	Veronica Tam & Associates	260.00	Housing Element Scope/Schedule/Reports/Zoning
087051		4/13/202	Alta Environmental	3,342.38	MS4 Database Development-MS4 and FOG inspections
087052		4/13/202	AMERICAN GUARD SERVICES, INC.	4,013.10	Crossing Guard Services - March 2020
087053		4/13/202	BMO Harris Bank NA	8,859.98	Trash Bin/Cart Rental March and April 2020
087054		4/13/202	Brinks, Inc.	359.85	April 2020 Cash Handling Service Transportation
087055		4/13/202	California Consulting, Inc.	3,000.00	Grant Writing Services: April 2020
087056		4/13/202	Chicago Title Company	1,500.00	Esrow Fee July 2018-July 2019 LAUSD Settlement
087057		4/13/202	Cindy Sin Baoloy	73.00	Citation Refund
087058		4/13/202	Computer Service Company	8,584.81	Preventive Maintenance Street Light Inspections
087059		4/13/202	Daily Journal Corporation	805.00	Publication of Official Notices
087060		4/13/202	Diana Cho and Associates	1,997.50	CDBG Consulting February and March 2020

City of Maywood
Detail Warrants for Payment
Warrants No. 087022 to 087071

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
087061		4/13/202	Ethel Matlen	88.00	Refund Citation
087062		4/13/202	George Hill Company	299.20	City Claims/Adjuster February 2020
087063		4/13/202	Graffiti Protective Coatings	15,608.00	CityWide Graffiti Removal February 2020
087064		4/13/202	Jani-King of California, Inc. Los	4,990.00	Park Custodial April 2020
087065		4/13/202	Metro Transit Services	33,703.10	Public Transportation Services Express & Dial-A-Ride March
087066		4/13/202	Nixle dba Everbridge, Inc.	5,000.00	One Time Implementation and Set Up Fee
087067		4/13/202	North Star Landcare	12,500.00	Grid Tree Trimming March 2020
087068		4/13/202	Pablo E. Martinez	2,080.68	Translator for Council Meetings 01-23-2019 to 03-27-2019
087069		4/13/202	Pablo E. Martinez	3,016.52	Translator for Council Meetings 04-10-2019 to 06-28-2019
087070		4/13/202	Procure America	336.61	Utility Services Review and Analysis
087071		4/13/202	Sheriff's Department	385,742.05	Public Safety Services - February 2020
TOTAL:				\$528,746.81	

AGENDA REPORT
CITY OF MAYWOOD



AGENDA **4**
ITEM NO. _____

DATE: APRIL 10, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

BY: EDITH CARRILLO, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF A REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZATION FOR THE CITY TO SOLICIT PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

RECOMMENDATION:

Staff recommends that the City Council approve the Request for Proposals for Professional Engineering Services and authorize its release for the solicitation of proposals from professional engineering consultants.

FISCAL IMPACT:

There is no fiscal impact related to approving and releasing the Request for Proposals for Professional Engineering Services.

LEGAL REVIEW:

The City Attorney has reviewed this report.

BACKGROUND:

On June 8, 2016, staff received authorization to issue a Request for Proposals (RFP) to contract with an engineering consultant pursuant to section 3-4.08 of the Maywood Municipal Code. Currently, the City of Maywood has a contract with Interwest Consulting Group. The contract initiated July 1, 2017 and terminates on June 30, 2020.

Discussion:

Staff is requesting that the City Council approve the issuance of the attached RFP because of the contract with our current provider Interwest ends on June 30, 2020 as well to ensure that the City is receiving the best quality of services at a fair market rate. This process is one method that allows the City to fairly assess the strengths and the relative value of competing consulting or professional service proposals.

Furthermore, many funding sources require that the City follow a legal competitive process in order to employ the use of the funding source. The Community Development Block Grant (CDBG) program is one such fund that cannot be used in any case where a recipient has not employed a competitive process to select a given consultant. Thus, any consultant not selected in competitive manner would be ineligible for CDBG funds for consulting.

The City has historically contracted out for the services of a City Engineer and the multiple support staff that larger cities tend to employee at a full-time capacity. The City has operated in this manner because it does not have enough projects nor available funds to retain a full-time staff for an Engineering Department.

The RFP asks for a minimum contract commitment of three years, with two optional annual extensions for a total of five years.

ATTACHMENT NO. 1: REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

ATTACHMENT NO. 1

CITY OF MAYWOOD

**REQUEST FOR QUALIFICATIONS AND
REQUEST FOR PROPOSAL**

**CITY ENGINEER
AND/OR
PROFESSIONAL ENGINEERING SERVICES**

DUE DATE: MAY 22, 2020, 5:00 PM PDT

City of Maywood
4319 Slauson Ave
Maywood, CA

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I. INTRODUCTION

A. PURPOSE OF REQUEST FOR QUALIFICATIONS & REQUEST FOR PROPOSAL

The City of Maywood, California (the City) requests sealed Statements of Qualifications for Professional Engineering Services for services associated with projects assigned to its City Engineer and/or General Engineering/project-based services, including, but not limited to, Capital Improvement, Municipal, Development, Planning, Building, Utility Infrastructure (Wastewater and Stormwater), FHWA and FEMA Projects.

The scope of this proposal will be to assist the City of Maywood in all aspects of the projects, including but not limited to design plans; CEQA/NEPA coordination or compliance documentation; State and Federal grant submittals as required, Design, Planning, Construction Drawings, General Contractor bidding /selection, Construction Engineering, Surveying, and Materials Inspections/Testing.

Any firm selected must demonstrate experience in providing professional services, must be exceptionally capable of producing the desired services in a highly professional and cost-conscious manner, and must have established relationships with regional and State agencies. The firm must also be able to attend staff, Council and other regional meeting(s) at no cost to the city.

B. THE CITY OF MAYWOOD - BACKGROUND

The City of Maywood was incorporated in 1924 and is a residential community with a population of more than 27,000 as of June 2017. Maywood is a small Gateway city in Los Angeles County. At 1.18 square miles, Maywood is the third-smallest incorporated city in Los Angeles County. Services provided by the City include administration, building and planning inspection, transit, recreation services, street maintenance and contract wastewater management.

The Building and Planning Director, with the assistance of a Public Works Coordinator, oversees the public works engineering function, which is managed by a contract city engineer. Encroachment permits are issued by City staff through the building and safety counter, but all engineering services, public works plan reviews, and public works inspections are provided under contract. Maywood has one full-time and three part-time public works field staff that handle general maintenance and repair.

The following table summarizes various public works functions and how they are managed. While the contract city engineer does not provide direct oversight of these functions, they are expected to provide input and recommendations, and interact with outside agencies regarding these functions.

Function	Description
Street Repair	Potholes and basic repair performed by City staff and L.A. County staff under contract; larger scale repairs or projects and CPI's performed by L.A. County staff or contractor

Sidewalk Repair	Grinding/ramping performed by City staff and L.A. County staff under contract; short segment replacement performed by City staff; long segment or complex replacement performed by contractor
Street Lights	City-owned lights maintained by L.A. County under contract
Traffic Signals	Maintained by L.A. County and contractor
Street and Traffic signs	Maintained By City Staff
Street Striping and legends	Simple striping and legends maintained by City staff and by contractor
Storm Drains	City-owned catch basins and lines maintained by city staff and contractor
Sewer Service	City-owned lines maintained by Contractor
Water Service	Water lines owned and operated by three separate water purveyors; no City-owned lines or service

C. CONTRACT PERIOD

The contract term is anticipated to be a 3-year period beginning July 1,2020 and concluding June 30,2023, with the option to renew up to two (2) additional one-year periods; the total term of the contract shall not exceed five (5) years.

D. TENTATIVE TIMELINE AND SCHEDULE OF EVENTS

Release of RFQ / RFPApril 23,2020

Proposal Submission DeadlineFriday, May 22, 2020 @ 4:30 pm

Review of Proposals May 22 – May 29, 2020

Interviews with finalists (Tentative) Wednesday, June 3, 2020

Recommended firm to City Council for approval June 24, 2020

The City reserves the right to modify this timeline at any time.

E. QUESTIONS ON REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSAL

Any questions or requests for clarification about this RFQ/RFP must be submitted in writing to the Administrative Analyst, Edith Carrillo via fax at (323) 773-2806 or via email to edith.carrillo@cityofmaywood.org. A summary of any questions received and their responses will be sent to all agencies who have requested an RFQ / RFP and will also be posted on the City of Maywood's website at www.cityofmaywood.org or <https://www.questcdn.com/questcdn/action/questLogin> .

II. PROPOSAL FORMAT AND SCOPE OF SERVICES

A. PROPOSAL SUBMISSION REQUIREMENTS

1. **Proposal Cover Sheet** — Complete **Attachment A**. Identify the contact person for the proposal, and their address, telephone, fax, and e-mail information.

2. **Proposal Narrative** — The Proposal Narrative, excluding attachments, should not exceed 12 typewritten pages. All portions of the Proposal Narrative must be double-spaced, with a font size of 12 or larger.

The Narrative shall include:

1. List of at least 3 organizations the firm has contracted with on similar projects.
2. Indicate the experience of the firm's staff members who will be assigned to this project in the areas of:
 - a. Development/ Public Works Review
 - b. Public Works Inspections
 - c. Public Works Plan Checks
 - d. Utility Infrastructure (e.g., Wastewater, Stormwater),
 - e. Municipal and Capital Improvement Projects,
3. One (1) copy of the Firm's license, affiliations and associations or number.
4. A statement regarding the status of any disciplinary actions against the firm.
5. Background of your firm.
6. An overview of this project approach.
7. A statement of being properly insured against fraud, errors and omissions.
8. List projects completed or under construction in reverse chronological order for the last four years for which your firm provided professional services. Indicate for each of these projects:
 - (a) Name of project
 - (b) Project location
 - (c) Brief description (type of construction, functional components, and special design considerations)
 - (d) Description of projects
 - (e) Name of owner
 - (f) Name of owner's contact person and telephone number (Contact person, who, at the time of RFP submittal, will be employed by the owner)
 - (g) Your firm's specific involvement (i.e., engineer, engineer of record, sub consultant)
 - (h) The proposal cost vs. cost estimate
 - (i) Status of completion
 - (j) CEQA or NEPA responsibilities
9. Additional comments regarding the firm's qualifications.

3. Conflict of Interest: Include a statement describing any potential or known conflict of interest regarding this RFP and/or the City of Maywood, or affirm that you do not have a conflict of interest. The selected proposer may not accept or perform engineering, survey or development work within the City's boundaries from individuals or organizations not directly and organizationally related to the City of Maywood during the life of the contract.

4. Please provide a W-9 with your proposal.

5. Non-Collusion Certificate: Execute the Non-Collusion certificate attached to this RFP. (Attachment C.)

C. SUBMISSION INSTRUCTIONS

1. Final Proposals can be mailed or delivered but must be received by the City by **5 PM PST April 18, 2020**. Electronic transmission either by fax or email will be accepted.

City of Maywood
Attn: Administrative Analyst
4119 E Slauson Ave.
Maywood, CA 90270
(323) 562– 5747

III. PROPOSAL EVALUATION CRITERIA AND PROCESS

The City will evaluate the submissions received based on criteria including the following:

- | | |
|---|-------------|
| 1. Understanding of the work to be done. | (20 points) |
| 5. Familiarity with state and federal procedures (Metro, CDBG). | (20 points) |
| 3. Qualifications of individual within the Consultant's organization directly responsible for the work. | (15 points) |
| 4. Knowledge of local conditions and project area. | (15 points) |
| 2. Quality of past performance on similar projects. | (15 points) |
| 6. Capability of developing innovative or advanced techniques. | (5 points) |
| 7. Disadvantaged Business Enterprise (DBE) | (5 points) |
| 8. Established relationships with regional and State agencies | (5 points) |

THE COST PROPOSAL IS TO BE SUBMITTED IN A SEPARATELY SEALED AND ENCLOSED ENVELOPE. EACH SCOPE ITEM ARE TO BE SUBMITTED IN SEPARATELY SEALED ENVELOPES.

IV. SERVICES

City of Maywood seeks a firm to provide the following services:

1. Provide plan review and inspection services for all public right-of-way encroachment permits to confirm compliance with all applicable codes, regulations, policies, standards, and best practices. Such permits may include construction work; construction or vehicle operations; oversize vehicles; street closures; temporary storage of vehicles, storage pods, trash bins, or other objects; news racks; and ongoing encroachment by awnings, sidewalk dining, etc. Services will include **but may not be limited to** the following:

- Performing pre-work inspections as needed to evaluate existing conditions
- Reviewing plans and specifications
- Writing corrections and redlining of plans

- Determining appropriate conditions to impose on permits
- Determining whether a traffic control plan is required and reviewing such plans
- Performing regular inspections of ongoing work and inspections of completed work to ensure compliance with approved plans and permit conditions
- Maintaining regular communication with the applicant, job superintendent, or other project representatives as needed

2. Maintain a communication channel for applicants and job superintendents to communicate directly with the public works inspector via telephone, and/or with the city engineer on behalf of the inspector. Provide continuity of inspection services through project completion.

3. Provide a public works inspector presence at City Hall and within the City as necessary to adequately inspect ongoing work in the public right-of-way and address issues as they arise.

4. Provide plan review of grading, drainage, and improvement plans for private and public development projects. Services will include **but may not be limited to** the following:

- Reviewing plans and specifications
- Writing corrections and redlining of plans
- Determining appropriate conditions to impose on permits
- Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
- Learning and effectively utilizing the City's cloud-based software for permit issuance and tracking

5. Provide plan review of plans submitted for planning or zoning review for public works issues. This may include conceptual or preliminary plans, architectural plans, site plans, and preliminary grading plans. Services will include **but may not be limited to** the following:

- Reviewing project applications, plans, and related documents
- Identifying major public works issues to be addressed through the planning process prior to plan check submittal including but not limited to grading, off-site improvements, and traffic.
- Writing conditions of approval related to public works issues to be imposed on the project through the planning process
- Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
- Learning and effectively utilizing the City's cloud-based software for permit issuance and tracking

6. Provide review of projects submitted under the Subdivision Map Act and related provisions of the City of Maywood Municipal Code. This includes but may not be limited to tentative and final maps, lot mergers, lot line adjustments, certificates of compliance, dedications, vacations, and easements. Services will include **but may not be limited to** the following:

- Reviewing applications, maps, legal descriptions, deeds, and related documents
- Providing redline documents and writing corrections

- Writing conditions of approval to be imposed on tentative maps
- Providing pick-up and delivery of documents at City Hall and maintaining a log of reviews in process and their status accessible at any time by City staff
- Learning and effectively utilizing the City's cloud-based software for project tracking

7. Provide city engineering services, including **but not limited to** the following:

- Attend meetings with City staff, public officials, developers, contractors, and the public as needed
- Attend Commission and City Council meetings as needed
- Represent the City as its city engineer while interfacing with the public and other agencies including but not limited to L.A. County Department of Public Works, Southern California Edison, and the five water purveyors that serve the City
- Serve as the primary liaison to the County of Los Angeles Department of Public Works for technical and policy issues
- Review documents and reports from other agencies pertaining to City of Maywood infrastructure or public works matters and provide recommendations to staff on appropriate responses or actions
- Provide guidance and technical assistance to City staff on public works and engineering laws, policies, procedures, and best practices including but not limited to the California Public Contract Code, Streets and Highways Code, and Subdivision Map Act
- Provide guidance and technical assistance to field staff regarding infrastructure and maintenance issues
- Provide a city engineer office presence as detailed below

8. Provide a city engineer presence at City Hall with a consistent scheduled agreed upon by the selected firm and the City. Hours may be adjusted over time depending on project volume and workload. While in the office, the city engineer will be expected to provide internal and external customer service, including seeing customers at the counter, meeting with City staff, and taking phone calls.

9. Provide traffic engineering services, including **but not limited to** the following:

- Review and provide comments on traffic impact studies prepared by other consultants for development projects
- Review and provide comments on proposed development projects pertaining to traffic issues including but not limited to traffic impacts, site access and circulation, and parking; prepare conditions of approval for projects
- Review and provide engineering judgement on traffic safety issues raised by City staff, the Transportation and Public Safety Commission, and the public
- Conduct traffic reviews and prepare reports with recommendations for issues including but not limited to stop sign warrants, crosswalk installation and removal, traffic calming, speed surveys, accident histories, and other general traffic safety and related issues
- Prepare and make presentations to the Transportation & Public Safety Commission and City Council regarding traffic reviews and recommendations
- Serve as the primary liaison to the County of Los Angeles Department of Public Works for traffic

signal timing and maintenance, striping, signs, and other traffic issues

10. Provide project and contract management services for public works projects and other select capital improvement projects to be determined. Services will include but **may not be limited to** the following:

- Prepare project plans, bid specifications, and Notice Inviting Bids
- Conduct pre-bid meetings
- Respond to inquiries and prepare addendums to bid specifications as needed
- Conduct bid opening and bid analysis
- Prepare staff reports and other documents as may be needed for contract approval
- Direct and supervise contractor work
- Monitor labor compliance
- Prepare contract change orders
- Review project invoices for accuracy and contract compliance
- Prepare staff reports and other documents as may be needed for project acceptance
- Maintain all project documents and files on behalf of City
- When applicable, work with City's grant administrator on grant-funded projects to prepare additional paperwork as necessary for grant compliance

11. Provide project management and manage consultant contracts for public works services, such as updating plans or preparing studies beyond the scope of this contract. Services will include **but may not be limited to** the following:

- Prepare and distribute RFPs or RFQs
- Evaluate proposals submitted and interview consultants as needed
- Negotiate price and contract terms with consultant on behalf of City
- Prepare staff reports and other documents as may be needed for contract approval
- Direct consultant work, serve as liaison with consultant, and review work product
- Monitor work and progress and review invoices to ensure consistency with project budget and schedule

12. Advise City staff as to grants or other funding available for public works projects and, when so directed, initiate and prepare applications for such funding or grants.

13. Provide oversight of the City's public works program. This includes providing direction and mentoring to the staff permit technician pertaining to encroachment permits, and providing recommendations to the Community Development Director regarding the program.

14. Monitor trends, legislation, and standard practices and advise the Community Development Director on appropriate codes, policies, procedures, and practices to adopt.

15. Coordinate, consult, and provide input to other departments and agencies as may be required, including but not limited to planning, building, code compliance, the Los Angeles County Department of Public Works, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, the City's consultant for building and safety services, the City's consultant for NPDES compliance, and utility providers.

16. Prepare, implement, and enforce policies and procedures.

17. In the event of a local, regional, or national emergency or disaster, provide engineering and public works plan review and inspection services as required to appropriately respond to the emergency, including after regular business hours.

18. Provide any other services as may be necessary for administration and enforcement of the California Public Contract Code, Streets and Highways Code, Subdivision Map Act, applicable provisions of the City of Maywood Municipal Code, and any other codes pertaining to public works and engineering matters.

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V. CONFIDENTIALITY OF RESPONSES

While the City cannot guarantee the confidentiality of information submitted by the Proposer, it will make reasonable efforts to protect the information to the extent possible, as permitted by law. If sensitive information, such as personal financial statements, is necessary for support of capacity of Proposer, contact the City for further direction.

VI. MISCELLANEOUS INFORMATION

A. Issuance of this RFQ / RFP does not constitute a commitment by the City to award a contract. The City reserves the right to reject any or all proposals received in response to this RFQ / RFP, or to cancel this RFQ / RFP if it is in the best interest of the City to do so.

B. The City anticipates selecting only one professional firm to carry out the work described in this RFQ / RFP. However, if the City believes its goals can be best met by contracting with more than one proposer to this RFQ / RFP, it may elect to contract with multiple proposers.

C. The firm submitting a proposal agrees that by submitting a proposal it authorizes the City to verify any or all information and/or references given in the proposal.

D. The City reserves the right to approve all subcontractors proposed by the primary proposer.

E. The proposer to whom award is made shall be required to enter into a written contract in a form substantially similar to the Professional Contract, included herein as a sample as Attachment D. A contract is not effective until approved by the appropriate City official(s). Any work performed prior to the receipt of a fully executed contract shall be at the proposer's own risk. The City reserves the right, after contract award, to amend the resulting contract as needed throughout the term of the contract to best meet the needs of all parties.

F. No appeals will be heard for late proposals, proposals that do not pass the initial review or to contest a proposal score.

G. Proposers will be required to provide proof of professional liability insurance and an errors and omissions policy to meet City requirements.

H. All information, materials, and documents discovered or developed/produced for this project by proposer will become the property of the City of Maywood.

I. Proposer must be licensed to practice engineering in the State of California, and must not be listed on Federal debarment lists.

J. Proposers will be responsible for adherence to the City's Economic Opportunities Plan and Davis Bacon Act wage rates if applicable.

K. The City is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment or contracting. We do not discriminate on the basis of age, race, sex, color,

religion, national origin, disability, veteran status, sexual orientation, gender identity, or any other status protected by state or local law. This policy applies to all employees and non-employees such as customers, clients, vendors, contractors, subcontractors and consultants.

L. The City accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

City of Maywood Contact Information:

Administrative Analyst

4319 E Slauson Ave

Maywood, CA 90270

(323) 562- 5747

Edith.carrillo@cityofmaywood.org

DRAFT

Attachment A

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 RFQ / RFP if different from above

Name:

Title:

Telephone no. ()

E-mail:

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 B

Cost Proposal

Other services as required (hourly cost – inclusive of all ancillary costs, list position/name)

Engineer _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Attachment C

NON-COLLUSION AFFIDAVIT

COUNTY OF _____

I am the _____ of _____, the party
(Title) (Proposer Name)
submitting the foregoing RFQ / RFP Proposal ("the PROPOSER"). In connection with the foregoing RFQ / RFP Proposal, the undersigned declares, states and certifies that:

1. The RFQ / RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The RFQ / RFP Proposal is genuine and not collusive or sham.
3. The PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham RFQ / RFP Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other PROPOSER or anyone else to put in sham RFQ / RFP Proposal, or to refrain from submitting this RFQ / RFP Proposal.
4. The PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFQ / RFP price, or that of any other PROPOSER, or to fix any overhead, profit or cost element of the RFQ / RFP price or that of any other PROPOSER, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the RFQ / RFP Proposal and related documents are true.
6. The PROPOSER has not, directly or indirectly, submitted the RFQ / RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFQ / RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFQ / RFP.
Any person executing this declaration on behalf of a PROPOSER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

Executed this ____ day of _____, 2020 at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____
Printed Name: _____
Title: _____

Attachment D (Professional Contract)

CITY OF MAYWOOD

CONTRACT SERVICES AGREEMENT

FOR

CITY ENGINEERING SERVICES

A large, light gray, semi-transparent watermark with the word "DRAFT" in all caps is oriented diagonally from the bottom-left to the top-right, spanning across the center of the page.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated February 13, 2019 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("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 _____.
- 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 through _____, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

4. Method of Payment.

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

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

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

5. Independent 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: _____

Roxanne Diaz, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

__ INDIVIDUAL

__ CORPORATE OFFICER

TITLE(S)

__ PARTNER(S) __ LIMITED

__ GENERAL

__ ATTORNEY-IN-FACT

__ TRUSTEE(S)

__ GUARDIAN/CONSERVATOR

__ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

—

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AGENDA **5**
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: APRIL 22, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JW*
BY: DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING
SUBJECT: CONSIDER THE RE-APPOINTMENT OF A MEMBER OF THE PLANNING COMMISSION

RECOMMENDATION

Staff recommends that the City Council considers the re-appointment of Planning Commissioner Raul Rodriguez, whose seat on the commission expires April 19, 2020.

FISCAL IMPACT

Planning Commissioners receive a stipend of \$65 per month if a meeting is held and attended by the Commissioner; the annual maximum stipend is \$780

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND/DISCUSSION

The Planning Commission is a five-member body that reviews and acts on matters related to planning, land use and development, and community development in general. The Planning Commission has an essential role in the planning process by acting as an advisory body to the City Council on all planning and development issues, and also functions as the decision-making body for planning proposals. Duties of the Planning Commission include but are not limited to holding public hearings and meetings; reviewing the General Plan; reviewing and recommending zoning code provisions; reviewing subdivision maps; acting on variance requests; and consideration of conditional use permits.

The application period for the upcoming vacancy was from March 6th thru April 3rd. On April 3, 2020, Commissioner Raul Rodriguez sent a letter to the Director of Building and Planning expressing his desire to be reappointed by the City Council. All renewed terms are 4 years in length, so if this Commissioner is reappointed, the term for his seat will run until it expires on April 22, 2024. This was the only application/interest letter received.

ATTACHMENT: Reappointment Request Letter

ATTACHMENT NO. 1



Date: 4/3/2020
To: David Mango, Director of Community Development
From: Raul Rodriguez, Planning Commissioner
Subject: Planning Commissioner Seat # 1

Dear Mr. Mango,

I am writing this letter to establish my interest in applying to Planning Commissioner Seat #1. If reappointed, I will continue to build on the principles of making policy decisions that are thoroughly analyzed, fair, professional, and ethical.

I am grateful for the experience this past year has granted me as Planning Commissioner and looking forward to the opportunity to continue to serve this great community!

Thank you,

Raul Rodriguez
Planning Commissioner
City of Maywood

AGENDA REPORT

CITY OF MAYWOOD



AGENDA 6
ITEM NO. _____

DATE: MARCH 11, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

BY: EDITH CARRILLO, ADMINISTRATIVE ANALYST

Subject: CONSIDERATION OF APPROVING AN AMENDMENT TO THE PUBLIC TRANSPORTATION CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND EXPRESS TRANSPORTATION SERVICES, LLC (FORMERLY METRO TRANSIT SERVICES)

RECOMMENDATION:

Staff recommends that City Council consider the approval of Amendment No. 1 to the Public Transportation Contract Services Agreement with Express Transportation Services, LLC.

FISCAL IMPACT:

The amendment will have no fiscal impact.

LEGAL REVIEW:

The City Attorney has reviewed this report

BACKGROUND:

The City entered into a Public Transportation Contract Services Agreement with the contractor on June 14, 2017. Based on the agreement, the contractor is to provide Dial-A-Ride services for residents that are at least 62 years of age or are disabled. This demand response service is available at a cost of \$1.00 and it picks up and transports eligible City residents. The Contractor, through this agreement, also provides an Express Shuttle Service for all residents and visitors in the community. The Maywood Express shuttle route is convenient for all riders to travel to all corners of the city at no cost.

DISCUSSION:

The Contractor, since the execution of the agreement, has worked with management to revise their billing method to ensure that services offered could be met within the not-to-exceed contract amount of \$385,000 per year plus the annual increases included in the contract. The original contract called for billing to be based upon revenue hour; however very early in the term of the contract it was found that if this billing method was to continue the City would go over the not-to-exceed amount. Consequently, the contractor and management compromised on a flat monthly rate; which began October 2017.

The Contractor recommended the billing method change due to the costs associated with the Dial-A-Ride program. The existing agreement calls for billing to be based on "revenue hour," which is explained to be "the time when a vehicle is available to the general public and there is an expectation of carrying passengers." This includes a vehicle that is in "layover/recovery time." The City's Dial-A-Ride program offers transportation within the City, surrounding communities and to 20 "designated satellite (medical) facilities." Reservations can be made two (2) weeks in advance; however, there is no advance call required. Such service requires the Contractor to have drivers on-call ready to provide service. Furthermore, the Contractor has a response requirement of thirty-minutes; referred to as "response window" after a call is received by dispatch. Due to the vast scope of required services for the City's Dial-A-Ride program, which can fluctuate week from week based on demand, City staff and the Contractor agreed upon a flat rate for the Dial-A-Ride program and shuttle services.

Currently, the monthly flat rate with the annual increases included in the contract is \$33,703.10. The annual increases called out in the current agreement include a 1% increase for non-operational costs and an increase to coincide with the annual increase calculated for the impact of California Minimum Wage rate.

In order to ensure that the contract language reflects the compensation methodology that is currently used to compensate the Contractor, an amendment to the agreement is necessary. The proposed amendment clarifies how the annual increases will be calculated. Instead of the elaborate formula in the current agreement that is done annually in January, the amendment simplifies the increase and provides for a flat percentage increase of four percent (4%) increase, beginning January 1, 2021 and January 1, 2022 for the term of the agreement, calculated on the current base monthly flat fee of \$33,703.10. The contract term ends on July 15, 2022. This increase will reimburse the contractor for its services as well as any other direct or indirect costs or fees, including work of its employees, increased labor costs and other operational costs such as vehicles, fuel, maintenance, non-operational costs, insurance, equipment, etc. This adjusted calculation is due to the rate of compensation for the contractor no longer being based upon revenue hour but instead a flat monthly rate.

At this time, since the monthly flat rate has been utilized since October 2017 it would be appropriate to approve the attached amendment. This will memorialize the compensation method going forward for the term of the agreement.

ATTACHMENT NO. 1: Amendment No. 1 to the Public Transportation Contract Services Agreement with Express Transportation Services, LLC.

ATTACHMENT NO. 1

AMENDMENT NO. 1 TO THE PUBLIC TRANSPORTATION CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND EXPRESS TRANSPORTATION SERVICES, LLC (FORMERLY METRO TRANSIT SERVICES)

This Amendment No. 1 ("Amendment No. 1") is entered into as of April 22, 2020 and is to that certain agreement for Public Transportation Contract Services by and between the City of Maywood ("City") and Express Transportation Services, LLC (formerly Metro Transit Services, LLC) ("Contractor") dated June 14, 2017 ("Agreement").

RECITALS

A. Contractor currently provides the City with an "Express Shuttle Service" and a senior and disabled "Dial-A-Ride" transportation service as set forth in the Agreement.

B. City and Contractor have been in discussions regarding the intent of the provisions regarding the compensation to the Contractor with regard to the scope of services being provided to the City.

C. In order to provide clarification with regard to the compensation being provided to the Contractor, the parties desire to revise the compensation to reflect the amount currently being paid to Contractor by City and provide for a flat rate increase on an annual basis beginning in January 2021 for the remainder of the term.

NOW THEREFORE, for good and valuable consideration, which is acknowledged by the parties, it is mutually agreed to as follows:

Section 1. Compensation for Scope of Services

A. Notwithstanding the provisions and calculations set forth in the entirety of Section A.3 entitled "Compensation," Contractor agrees that its compensation under the Agreement shall be calculated on a monthly flat-fee basis rather than the formula set forth in Section A.3. As of March 1, 2020, the monthly flat-fee amount paid to Contractor by City is \$33,703.10.

Accordingly, as March 1, 2020 and for the remainder of the Agreement term, City agrees to compensate Contractor and Contractor agrees to accept in full satisfaction for the services required by this Agreement, a monthly flat-fee amount of \$33,703.10 ("Base Flat Fee") for the services provided by Contractor in that month ("Consideration"). Said Consideration shall constitute reimbursement of Contractor's fee for its services as well as any other direct or indirect costs or fees, including the work of its employees, increased labor costs, operational costs such as vehicles, fuel, maintenance, etc., non-operational

costs, insurance, equipment, materials, and supplies necessary to provide the services under this Agreement (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

B. On January 1, 2021, the City shall increase Contractor's monthly flat-fee compensation by adding 4% to the Base Flat Fee (which is \$33,703.10.). On January 1, 2022, the City shall again increase the Contractor's monthly base flat fee then in effect by 4%.

C. In no event, shall Contractor be paid more than the Base Flat Fee then in effect for the Scope of Services provided by Contractor under this Agreement.

Section 2. Except as expressly modified in this Amendment No. 1, 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 No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

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

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

CONTRACTOR: EXPRESS
TRANSPORTATION SERVICES, LLC

Name:

Title:

Name:

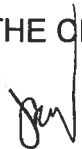
Title:

AGENDA REPORT

CITY OF MAYWOOD



AGENDA 7
ITEM NO. _____

DATE: APRIL 17, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER 

SUBJECT: CONSIDERATION OF A MONETARY CONTRIBUTION TO HEART OF COMPASSION DISTRIBUTION FOR SUPPLIES NEEDED TO CONTINUE DISTRIBUTION OF FOOD AND GOODS IN THE MAYWOOD COMMUNITY

RECOMMENDATION:

Staff recommends that the City Council consider a monetary contribution to Heart of Compassion distribution for supplies needed to continue the distribution of food and goods in the Maywood community.

BACKGROUND/DISCUSSION:

As the community is aware, the Coronavirus pandemic (COVID-19) has caused the closure of restaurants, schools, businesses and other establishments throughout the County of Los Angeles, including the City of Maywood. These closures have mostly been the result of the County and State orders to close businesses or limit the number of persons that can gather in contained areas. As a result of this public health emergency and the precautions recommended by health authorities, many tenants in Maywood have experienced or expect soon to experience sudden and unexpected income loss.

In efforts to provide the essentials to Maywood's community Heart of Compassion is requesting a donation between the amount of \$5,000 to \$10,000. Staff spoke with Pastor Tietze who explained that the donations given by the City would stay within the community; his non-profit is currently passing out food and goods, such as diapers, weekly (Thursday) at 4715 Slauson Avenue.

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

Funds have been budgeted this fiscal year for non-profit and school requests. If awarded the funds for this donation request it would be expended from the community benefit fund.

ATTACHMENT NO. 1: Letter from Heart of Compassion Distribution

ATTACHMENT NO. 1



Fighting Hunger • Feeding Hope

600 South Maple Ave. • Montebello, CA 90640 • Phone (323) 727-7997 • Fax (323) 727-0170 • hocdist@yahoo.com

4/15/20

City of Maywood
4319 E. Slauson Ave
Ramon.medina@cityofmaywood.org

To Whom It May Concern:

I'd like to introduce you to Heart of compassion Distribution, a non-profit 501c(3) organization, incorporated in 2003. We are a 100% volunteer based Food Bank located in the City of Montebello. Our Mission has always been to be a lighthouse of Hope and Love. Heart of Compassion Mission's statement is Fighting Hunger and Feeding Hope!

The demographic we serve is approximately 80% Hispanic with the remaining 20% of African American, Asian and Caucasian. Through our distribution, Heart of Compassion reaches 100+ Food Partnered Agencies and Pantries throughout Southern California which include LA County, San Bernardino County, Riverside County, Ventura County, Orange County, and more.

Because of the COVID-19 pandemic, our resources are being depleted! The number of guests we are serving through our Tuesday and Wednesday Public Distribution, has quadrupled and still growing. We had averaged 360 people to a now 2000 more people per week impacted.

Food is urgently needed along with important items like toiletries and cleaning supplies to aid communities affected by this crisis. Families are worried about how they are going to pay their bills and feed their children. We are now seeing historic unemployment situations, from people who have never needed help before to those that need it today. That being said, it is harder to sustain even the simple food staples needed to help these families. We are having difficulty supplying the basic safety essentials for our volunteers such as masks, gloves, hand sanitizer, bags and more. Our costs have gone up exponentially as you can imagine during this crisis. **Help us bring HOPE to those in need with your Generous Donation today.**

Please accept my personal thanks in advance for your consideration of our request. Your support will definitely make a difference in the lives of those in greatest need.

Sincerely,

Pastor Eric Tietze
President



Use of this donation will be in compliance with IRS regulations under section 170(e)(3) and paragraphs (6), (2) and (3) for the care of the ill, the needy or children. This donation will not be resold, bartered or exchanged, but used in accordance with our tax-exempt status. Heart Of Compassion is a tax-exempt, charitable organization as described under section 501(c)(3) of the IRS Code. Contributions made to Heart Of Compassion Distribution are tax deductible. **Our Federal ID Number is 42-1573926.**