



AGENDA

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

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
Wednesday, March 11, 2020 at 7:00 p.m.

Rules of Decorum

*“Members of the Public are advised that all **ELECTRONIC DEVICES, CELLULAR TELEPHONES and any OTHER COMMUNICATION DEVICES** are to be turned off upon entering the City Council Chambers.” If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Reglas de Comportamiento

*“Al público en general se le avisa que todos los **teléfonos celulares, pagers y demás aparatos de comunicación deben ser apagados** al entrar a la sala de audiencias del Consejo Municipal de la Ciudad.” Si usted necesita tener una conversación con alguien que está en la audiencia, amablemente le pedimos que salga del recinto y tenga su conversación en el vestíbulo de la sala de audiencias.*

ROLL CALL:

Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer
Gerardo Mayagoitia, City Clerk
Jennifer Vasquez, City Manager
David Mango, Director of Building and Planning
Hrant Manuelian, Finance Director
Roxanne Diaz, City Attorney

*In order to address the Council, please complete a Public Comment Card.
No Public Comment Cards will be accepted after 7:15 p.m. Time allotted per speaker: 3 minutes.
No agenda item may be taken after 9:00 p.m. without a motion to extend time by the majority of Council present.*

INVOCATION* AND PLEDGE OF ALLEGIANCE

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

PUBLIC PARTICIPATION (Agenda Items Only)

At this time speakers wishing to address the City Council on items on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

PRESENTATION(S)

Recognition of Maywood Academy Boys and Girls Basketball Teams

Recognition of Jacob Hernandez (MaCES) for his heroism

Proclamation declaring March 2020 as Red Cross Month

Parks and Open Space Grants Presentation by David Marquez, Consultant from California Consulting, Inc.

PUBLIC HEARING

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 02/26/2020 Regular City Council Meeting.
2. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants.
3. Revenue Report from July 2019 to February 2020
4. Authorize appropriation of general fund monies to replace Maywood and Riverfront park landscape structure branded playground parts and equipment as needed and to Award Contract to Landscape Structures Inc. and Jaynes Brothers Construction in the amount of \$16,292.28.
5. Consideration of adopting a resolution to approve a list of projects for FY 2020-21 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017

5. Consideration of adopting a resolution to approve a list of projects for FY 2020-21 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.
6. Consideration of City Match for Scholarships from Community Benefit Fund.

DISCUSSION/ACTION ITEMS

7. Consider the Appointment of a New Member of the Planning Commission.

CLOSED SESSION

PUBLIC PARTICIPATION (Non-Agenda Items)

At this time speakers wishing to address the City Council on an item not on the agenda will be called upon in the order that the speaker card is received. The maximum time allotted for individuals to speak shall not exceed three (3) minutes.

ADJOURNMENT – In the memory of Maria Elsa Rojas, 45-year Maywood Resident, beloved mother and grandmother.

The next Regular Meeting of the Maywood City Council is on March 25, 2020.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA AND AGENDA PACKETS

I, Guillermo Padilla, Gerardo Mayagoitia, City Clerk or Guillermo Padilla, 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. _____

February 26, 2020

**MINUTES OF THE REGULAR MEETING
OF THE MAYWOOD CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
4319 EAST SLAUSON AVENUE, MAYWOOD, CALIFORNIA**

Mayor opened the meeting at approximately 7:00 p.m.

ROLL CALL: Eduardo De La Riva, Mayor
Ricardo Lara, Mayor Pro Tem
Ramon Medina, Councilmember
Carlos Alvarez, Councilmember
Heber Marquez, Councilmember
Gloria Viramontes, City Treasurer (Absent)
Gerardo Mayagoitia, City Clerk (Absent)
Jennifer Vasquez, City Manager
David Mango, Director of Building and Planning
Hrant Manuelian, Director of Finance
Roxanne Diaz, City Attorney

COUNCIL MEMBERS' COMMENTS (3 MINUTES EACH)

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

PUBLIC PARTICIPATION (Agenda Items Only)

The following spoke on Agenda Items:

1. Reyna Mendez;
2. Gary Clifford;
3. Mary Mariscal;
4. Heather Wilson.

PRESENTATION(S)

Tobacco Control and Prevention Presentation by Tobacco-Free Partnership Maywood/Montebello

Parks and Open Space Grants Presentation was moved to the next meeting

PUBLIC HEARING

None.

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 02/12/2020 Regular City Council Meeting. **Motion to approve by Lara. Second by Medina. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
2. Resolution of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving Prepaid Warrants. **Motion to approve by De La Riva. Second by Lara. AYES: Marquez, Alvarez, Medina, Lara, De La Riva. PASSES**
3. Approve a Household Hazardous Waste Collection Program Siting Liability Agreement with The County of Los Angeles and The County Sanitation District No. 2 of Los Angeles County and authorize the Mayor to execute said Agreement. **Motion to approve by Lara. Second by Medina. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
4. Approve an amendment to the agreement with Veronica Tam and Associates, Inc. for the preparation and submittal of the City's 2019 Housing Element Annual Progress Report to the California Department of Housing and Community Development. **Motion to approve by Lara. Second by Medina. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
5. Adopt a Resolution authorizing the destruction of obsolete documents. **Motion to approve by Marquez. Second by Lara. AYES: Marquez, Lara, and De La Riva. NOES: Alvarez and Medina. PASSES.**

DISCUSSION/ACTION ITEMS

6. Consideration of an Emergency Services Agreement, and approval of a Resolution for Comprehensive Solid Waste Services and establishing the maximum rates. **Motion by Medina to enter into an emergency agreement with Universal Waste Services with revisions to the resolution and service agreement by Medina. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**
7. FY 19-20 Midyear Financial Report and Consider Adoption of Resolution No. 6094 to amend the FY 19-20 Budget. **Mayor ProTem Lara motioned to approve Resolution No. 6094 and motioned to receive and file the midyear Financial Report. Second by Alvarez. AYES: Marquez, Alvarez, Medina, Lara, and De La Riva. PASSES**

8. Discussion regarding the sales/licensing of vaping products in the City of Maywood. **Staff was directed to draft an ordinance to ban flavored tobacco and flavored vaping products and review discount tobacco packaging products.**

CLOSED SESSION

None.

PUBLIC PARTICIPATION (Non-Agenda Items)

The following spoke on Agenda Items:

1. Mary Mariscal;
2. Heather Wilson.

ADJOURNMENT – Meeting adjourned in the memory of Virginia Rogers (mother of employee James Rogers) and Kimberly Cruz at approximately 8:30 p.m. on February 26, 2020 to March 11, 2020 at 7:00 pm for the regular meeting of the Maywood City Council



Eduardo De La Riva, Mayor

ATTEST:



Gerardo Mayagoitia, City Clerk

Shirley Quinones, Deputy City Clerk

COUNCIL AGENDA

ITEM No. 2

RESOLUTION NO. 6097

**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 \$171,198.89 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 11th day of March, 2020.

Eduardo De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Gerardo Mayagoitia, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

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)

I, Gerardo Mayagoitia, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6097 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 11th of March, 2020 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Gerardo Mayagoitia, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, March 11, 2020

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 086912 - 086933 & 086953	\$ 17,513.97
Accounts Payable regular warrants for payment: Checks No. 086934 - 086952 & 086954	\$ 145,689.25
Sub-total	\$ 163,203.22

Wire Transfers/ACH Transactions

02/21/20 CalPERS Employer Contribution - Pay Period 2/2/2020-2/15/2020	\$ 6,838.72
02/21/20 ADP Payroll Fee	\$ 391.26
02/25/20 Lease Payment for Front Counter Cash Registers - February 2020	\$ 87.04
02/27/20 ADP Payroll Fee	\$ 278.25
03/02/20 US Bank - Merchant Fees	\$ 400.40
Sub-total	\$ 7,995.67

Total Demands **\$ 171,198.89**

City of Maywood
Detail Warrants for Payment
Warrants No. 086912 to 086954

EXHIBIT B

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086912	P	3/3/2020	Allen B. McDade	629.49	Retiree Medical Reimbursement March 2020
086913	P	3/3/2020	Angel Villegas	525.39	Retiree Medical Reimbursement March 2020
086914	P	3/3/2020	AT&T	21.04	MTA Line 01/17/20 to 02/16/20
086915	P	3/3/2020	Brent Talmo	296.74	Retiree Medical Reimbursement March 2020
086916	P	3/3/2020	Bruce Leflar	1,189.78	Retiree Medical Reimbursement March 2020
086917	P	3/3/2020	Christine M. Locher	245.78	Retiree Medical Reimbursement March 2020
086918	P	3/3/2020	Edward Ahrens	1,189.78	Retiree Medical Reimbursement March 2020
086919	P	3/3/2020	L.B. Johnson Hardware Co.	68.49	Public Works Supplies
086920	P	3/3/2020	Mapcon Technologies, Inc.	83.00	Mapcon Building and Planning Software
086921	P	3/3/2020	Maywood Mutual Water No.1	484.70	Various Locations 12/18/2019 to 02/20/2020
086922	P	3/3/2020	Tri-City Mutual Water Company	870.00	Various Locations 12-13-2019 to 02-21-2020
086923	P	3/3/2020	Paul Pine	1,588.41	Retiree Medical Reimbursement March 2020
086924	P	3/3/2020	QDoxs	63.51	Copier Base Charge: 02/01/2020 - 02/29/2020
086925	P	3/3/2020	Robert Leach	1,005.00	Retiree Medical Reimbursement March 2020
086926	P	3/3/2020	Ronald Lindsey	1,176.90	Retiree Medical Reimbursement March 2020
086927	P	3/3/2020	Scott C. Anderson	1,189.78	Retiree Medical Reimbursement March 2020
086928	P	3/3/2020	So Cal Industries	461.13	Portable Restroom 4801 E 58th St (Maywood Park/Baseball Field)
086929	P	3/3/2020	Sprint	43.64	Cell Phone Service: 01/24/2020-02/23/2020
086930	P	3/3/2020	TBK Bank, SSB	3,425.00	Trash Bin/Cart Rental January 2020
086931	P	3/3/2020	Quadrant Finance, USA, Inc.	503.05	Postage Machine
086932	P	3/3/2020	Vernon, City of	131.26	Slauson & Downey 01-07-2020 to 01-30-2020
086933	P	3/3/2020	Xerox Financial Services	197.10	Copier Lease: 02-15-2020 - 03-14-2020
086934		3/3/2020	Abel Hernandez	93.96	Leadership Training Mileage Reimbursement
086935		3/3/2020	Alliance Imaging, LLC	80.37	Microfiche Conversion
086936		3/3/2020	County of L.A. Dept. of Animal Control	7,569.80	Animal Control Services January 2020

City of Maywood
Detail Warrants for Payment
Warrants No. 086912 to 086954

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description
086937		3/3/2020	Computer Service Company	1,932.00	Preventive Maintenance Street Light Inspections Feb 2020
086938		3/3/2020	Expert Building Maintenance	2,700.00	City Hall Janitorial Service February 2020
086939		3/3/2020	George Hill Company	255.20	City Hall Janitorial Service January 2020
086940		3/3/2020	Intelli-Tech	16,723.75	City Claims/Adjuster January 2020
086941		3/3/2020	Interwest Consulting Group	14,260.00	Barracuda Back Up Server ESET Endpoint Protection Microsoft Office 365 Licensing
086942		3/3/2020	KBJ Auto Detail	1,020.00	City Engineering Services: January 2020 Professional Services January 2020 Building Permit Research
086943		3/3/2020	Los Angeles County Metropolitan Transportation Authority	4,740.00	City Vehicle Fleet: Car Wash December 2019 City Vehicle Fleet: Car Wash January 2020 City Vehicle Fleet: Car Wash Service February 2020
086944		3/3/2020	Metro Transit Services	33,703.10	February 2020 Metro TAP Cards
086945		3/3/2020	Municipal Waste Solutions	3,680.00	Public Transportation Services Express & Dial-A-Ride January 2020
086946		3/3/2020	Phoenix Group Information Systems	1,918.63	November 2019 Waste & Recycling Consulting
086947		3/3/2020	PSOMAS	1,102.50	January 2020 Parking Citations Processing Fees January 2020 Permit Fulfillment Processing Fees
086948		3/3/2020	Richards, Watson & Gershon	10,066.38	Sewer System Evaluation - Hydraulic Analysis Component
086949		3/3/2020	Siemens Industry, Inc	1,591.36	Legal Services - General (January 2020)
086950		3/3/2020	TBK Bank, SSB	3,425.00	Street Light Response Call Outs January 2020 Traffic Signal Response Call Outs January 2020
086951		3/3/2020	U.S. Bank Corporate Payment System	9,374.70	Trash Bin/Cart Rental February 2020
086952		3/3/2020	V & M Iron Works	30,032.50	Credit Card Expense
086953	P	3/4/2020	Judicate West	2,125.00	Demolish/Haul Pavement City Yard - Pour Reinforced Concrete Labor & Materials-Construct 7-10 Inch Light Poles Riverfront
086954		3/4/2020	Redfire Technology Services	1,420.00	Mediation - M. Ortiz v. City of Maywood

TOTAL:
\$163,203.22



AGENDA **3**
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 11, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
BY: HRANT MANUELIAN, FINANCE DIRECTOR *HM*
RE: REVENUE REPORT FROM JULY 2019 TO FEBRUARY 2020

RECOMMENDATION

Staff recommends that the City Council receive and file the Revenue Report from July 2019 – February 2020.

FISCAL IMPACT

There is no fiscal impact involved with this action.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

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

DISCUSSION

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

The total revenue received¹ from July 2019 to February 2020 totaled \$10,073,264.94 which is 6.03% higher than the same period last year.

- *GENERAL FUND – TAXES*: A contributing factor of the reduction in User Utility Tax & Franchise & Collectors Fee is the failure of Commercial Waste Services (CWS) remitting their quarterly payments, however, this reduction is offset by Cannabis Sales Tax. The City has collected more than \$1.3M in Cannabis sales tax. Overall there is a 33.32% increase in total taxes mainly due to the increased Cannabis Sales tax.
- *GENERAL FUND – LICENSES & PERMITS*: Overall there is an 12.73% increase in total Licenses & Permits. The contributing factors of the increase are the renewals of Commercial Cannabis licenses bringing in over \$132K of new revenues for the fiscal year.
- *GENERAL FUND – FINES AND FORFEITURES*: A contributing factor of the reduction in Parking Fines & SEMC: Court Collections (DMV) revenue is the loss of parking enforcement coverage on weekends. Since April 2019 there has been a vacancy for the Part-time Parking Enforcement Officer position that diminished our capacity to issue parking citations.
- *GENERAL FUND – MISCELLANEOUS*: Miscellaneous Revenues received totaled \$120,081.43 which is 81.69% lower than the same period last year. The contributing factor for the overall variance in Miscellaneous Revenue is due to the Proposition A Funds exchange with the City of West Hollywood and the holiday street fair in September 2018. There will be an exchange with City of Manhattan Beach which will bring in \$200,000 and another with West Hollywood for approximately another \$200,000.

ATTACHMENT(S)

Attachment No. 1 – July 2019 to February 2020 Revenue Report

¹ See row entitled Total Revenues

ATTACHMENT NO. 1

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Revised Budget FY 2019-20	H - % of FY 2019-2020 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)	(C divided by G)	
<u>GENERAL FUND</u>						
Taxes:						
TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.						
Franchise & Collectors Fee	\$148,947.83	\$55,745.95	(\$93,201.88)	-62.57%	\$40,000.00	139.36%
Property Taxes	\$391,677.32	\$356,814.63	(\$34,862.69)	-8.90%	\$685,000.00	52.09%
Utility Users Tax	\$645,366.44	\$620,621.83	(\$24,744.61)	-3.83%	\$950,000.00	65.33%
Transfer Tax (Real Estate)	\$20,989.13	\$12,301.59	(\$8,687.54)	-41.39%	\$20,000.00	61.51%
Transient Occupancy Tax	\$55,040.07	\$55,535.73	\$495.66	0.90%	\$95,000.00	58.46%
Cannabis Sales Tax	\$407,244.49	\$1,373,048.71	\$965,804.22	237.16%	\$1,500,000.00	91.54%
Sales Tax Revenue	\$1,216,377.33	\$1,373,064.30	\$156,686.97	12.88%	\$1,800,000.00	76.28%
Taxes Totals	\$2,885,642.61	\$3,847,132.74	\$961,490.13	33.32%	\$5,090,000.00	75.58%

<u>GENERAL FUND</u>						
Licenses & Permits:						
FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.						
Compliance Program Fee	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Residential & Building Permits	\$24,275.50	\$27,484.56	\$3,209.06	13.22%	\$34,000.00	80.84%
Public Works Permit Fees	\$19,108.50	\$57,829.00	\$38,720.50	202.63%	\$88,000.00	65.71%
Other Fees & Permits	\$22,606.10	\$21,956.95	(\$649.15)	-2.87%	\$30,000.00	73.19%
Occupancy Permits	\$15,757.60	\$9,717.30	(\$6,040.30)	-38.33%	\$12,500.00	77.74%
Building Permits	\$48,143.50	\$44,747.61	(\$3,395.89)	-7.05%	\$56,000.00	79.91%
Commercial Cannabis Applications	\$51,915.18	\$38,787.00	(\$13,128.18)	-25.29%	\$28,387.00	136.64%
Commercial Cannabis Renewal	\$0.00	\$132,880.00	\$132,880.00	100.00%	\$117,810.00	112.79%
Parking Permits	\$68,086.40	\$60,376.73	(\$7,709.67)	-11.32%	\$100,000.00	60.38%
Apartment License	\$19,711.50	\$19,511.94	(\$199.56)	-1.01%	\$30,000.00	65.04%
Business License	\$176,942.95	\$186,496.53	\$9,553.58	5.40%	\$290,000.00	64.31%
Vehicle License Fee - LA County	\$1,415,294.24	\$1,499,114.77	\$83,820.53	5.92%	\$2,820,000.00	53.16%
Licenses and Permits Totals	\$1,861,841.47	\$2,098,902.39	\$237,060.92	12.73%	\$3,606,697.00	58.19%

<u>GENERAL FUND</u>						
Charges for Services:						
CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.						
All Other Charges for Services	\$4,594.90	\$16,666.60	\$12,071.70	263%	\$19,000.00	87.72%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Rubbish Assessment	\$3,114.23	\$20,630.07	\$17,515.84	562%	\$35,000.00	58.94%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Revised Budget FY 2019-20	H - % of FY 2019-2020 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$15,191.57	\$40,922.13	\$25,730.56	169%	\$60,000.00	68.20%
Rents & Concessions	\$15,120.00	\$17,299.60	\$2,179.60	14%	\$23,000.00	75.22%
Charges for Services Totals	\$38,020.70	\$95,518.40	\$57,497.70	151%	\$137,000.00	69.72%
<u>GENERAL FUND</u>						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$2,102.25	\$1,766.25	(\$336.00)	-15.98%	\$1,000.00	176.63%
SEMC: Court Collections (DMV)	\$88,046.22	\$75,625.76	(\$12,420.46)	-14.11%	\$120,000.00	63.02%
Parking Fines	\$208,631.95	\$128,394.24	(\$80,237.71)	-38.46%	\$170,000.00	75.53%
Fines and Forfeitures Totals	\$298,780.42	\$205,786.25	(\$92,994.17)	-31.12%	\$291,000.00	70.72%
<u>GENERAL FUND</u>						
Leases and Concessions:						
LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
Leased Property Rental Income	\$37,524.00	\$42,213.73	\$4,689.73	12.50%	\$61,400.00	68.75%
Leases and Concessions Totals	\$37,524.00	\$42,213.73	\$4,689.73	12.50%	\$61,400.00	68.75%
<u>GENERAL FUND</u>						
Miscellaneous:						
MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
Interest Income	\$27,249.77	\$99,622.78	\$72,373.01	265.59%	\$220,000.00	45.28%
Miscellaneous Revenue	\$110,790.15	\$20,458.65	(\$90,331.50)	-81.53%	\$32,000.00	63.93%
Other (Recycle + ABx1 Reimbursement)	\$7,262.00	\$0.00	(\$7,262.00)	-100.00%	\$0.00	0.00%
Street Fair Revenue	\$49,120.00	\$0.00	(\$49,120.00)	-100.00%	\$0.00	0.00%
Trade of Prop A Funds	\$461,500.00	\$0.00	(\$461,500.00)	-100.00%	\$387,800.00	0.00%
Miscellaneous Revenue Totals	\$655,921.92	\$120,081.43	(\$535,840.49)	-81.69%	\$639,800.00	18.77%
<u>GENERAL FUND</u>						
RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
Retiree Pension Levy:						
Retiree Pension Levy	\$512,028.06	\$542,777.67	\$30,749.61	6.01%	\$950,000.00	57.13%
Retiree Pension Levy Totals	\$512,028.06	\$542,777.67	\$30,749.61	6.01%	\$950,000.00	57.13%
General Fund Revenue Totals	\$6,289,759.18	\$6,952,412.61	\$662,653.43	10.54%	\$10,775,897.00	64.52%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Revised Budget FY 2019-20	H - % of FY 2019-2020 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)	(C divided by G)	
SEWER SERVICE CHARGE: Annual sewer charges to be collected on the Los Angeles County tax roll.						
Sewer	\$159,777.81	\$176,911.33	\$17,133.52	10.72%	\$284,000.00	62.29%
Sewer Revenue Totals	\$159,777.81	\$176,911.33	\$17,133.52	10.72%	\$284,000.00	62.29%
Enterprise Fund Revenue Totals	\$159,777.81	\$176,911.33	\$17,133.52	10.72%	\$284,000.00	62.29%
SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.						
"Gas Tax"	\$352,988.49	\$429,442.32	\$76,453.83	21.66%	\$735,800.00	58.36%
Transportation Development Act (TDA)	\$11.38	\$0.00	(\$11.38)	-100.00%	\$20,400.00	0.00%
Bikeway						
Proposition A	\$384,071.11	\$398,621.42	\$14,550.31	3.79%	\$568,800.00	70.08%
Proposition C	\$330,651.74	\$336,499.77	\$5,848.03	1.77%	\$482,500.00	69.74%
Measure R	\$239,609.53	\$262,679.41	\$23,069.88	9.63%	\$355,000.00	73.99%
Measure M	\$268,932.47	\$278,314.19	\$9,381.72	3.49%	\$401,000.00	69.41%
Senate Bill 1 (SB 1)	\$318,913.89	\$356,123.62	\$37,209.73	11.67%	\$460,900.00	77.27%
Surface Transportation Program (STP)	\$0.00	\$0.00	\$0.00	0.00%	\$200.00	0.00%
Federal Grant						
Community Development Block Grant	\$564,771.00	\$308,806.00	(\$255,965.00)	-45.32%	\$545,700.00	56.59%
(CDBG)						
Air Quality Management District (AQMD)	\$9,223.64	\$27,597.53	\$18,373.89	199.20%	\$34,100.00	80.93%
Grant						
Supplemental Law Enforcement Services	\$148,746.54	\$155,947.62	\$7,201.08	0.00%	\$140,000.00	111.39%
Fund (SLESF) Grant						
Grant/Reimbursements from	\$328,278.65	\$0.00	(\$328,278.65)	0.00%	\$134,000.00	0.00%
Federal/State/County Governments						
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$143,500.00	0.00%
Lighting & Landscaping	\$104,149.57	\$104,978.12	\$828.55	0.80%	\$174,500.00	60.16%
Successor Agency Trust Fund - City of						
Maywood serves as the Successor	\$606.57	\$284,931.00	\$284,324.43	46874.13%	\$1,258,700.00	22.64%
Agency to the Maywood Redevelopment						
Agency						
Special Revenue Totals	\$3,050,954.58	\$2,943,941.00	(\$107,013.58)	-3.51%	\$5,455,100.00	53.97%
Total Revenues	\$9,500,491.57	\$10,073,264.94	\$572,773.37	6.03%	\$16,514,997.00	60.99%



AGENDA 4
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 11, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

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

BY: ABEL HERNANDEZ, PUBLIC WORKS COORDINATOR

RE: AUTHORIZE APPROPRIATION OF GENERAL FUND MONIES TO REPLACE MAYWOOD AND RIVERFRONT PARK LANDSCAPE STRUCTURE BRANDED PLAYGROUND PARTS AND EQUIPMENT AS NEEDED AND TO AWARD CONTRACT TO LANDSCAPE STRUCTURES INC. AND JAYNES BROTHERS CONSTRUCTION IN THE AMOUNT OF \$16,292.28.

RECOMMENDATION

Staff recommends that the City Council appropriate funds to replace city park playground parts and equipment as necessary and award contracts in the form approved by the City Attorney for Landscape Structures branded playground equipment and installation to Landscape Structures Inc. in an amount not to exceed amount of \$13,367.78. and Jaynes Brothers Construction in an amount not to exceed \$2,924.59 in the form approved by the City Attorney.

FISCAL IMPACT

Funds for this were not included in the FY 2019/20 budget; therefore if approved, the budget will need to be increased by \$16,292.28 for FY 2019/20. Funds will be appropriated from the General Fund Community Services account number 5430 – Contractual Service. There will be no fiscal impact as these funds will be reimbursed by funding provided by the Regional Parks and Open Space District. The Contract amount for Landscape Structures Inc. for playground equipment is a not to exceed amount of \$13,367.78. Contract amount for Jaynes Brothers

Construction, for installation is a not to exceed amount of \$2,924.50, and contract will be approved by the city attorney

LEGAL REVIEW

Staff Report has been reviewed by City Attorney

BACKGROUND

The City has a need to replace and update equipment and parts within various city park playgrounds. These playgrounds were installed between 1998 - 2011, and are now showing their age from general usage over the past few years. City Staff conducted playground park walks with Landscape Structures Inc., and have received installation estimates for Maywood, and Riverfront Parks for Landscape Structures branded equipment based on the vendor's parts and equipment evaluations. Estimates submitted for installation include prevailing wage rates for labor.

DISCUSSION

In replacing needed park components, the equipment will comply with the American Society for Testing and Materials (ASTM) and with U.S. Consumer Product Safety Commission (CPSC) standards. This will further support the City's overall appearance and will allow the City to provide this amenity for its residents and children.

ATTACHMENT(S)

Attachment No. 1 – Landscape Structures Inc. equipment, contract and estimate

Attachment No. 2 – Jaynes Brothers Construction installation contract and estimate

ATTACHMENT NO. 1

**AGREEMENT FOR PURCHASE OF EQUIPMENT
BETWEEN THE CITY OF MAYWOOD AND LANDSCAPE STRUCTURES, INC.**

PLAYGROUND EQUIPMENT

THIS AGREEMENT is made and effective as of March 11, 2020 , between the City of Maywood, a municipal corporation ("hereinafter referred to as "City"), and Landscape Structures Inc. (hereinafter referred to as "Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 11, 2020, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. PURCHASE AND SALE OF EQUIPMENT

On and subject to the terms and conditions set forth in this Agreement and the Agreement Documents, Vendor agrees to sell and deliver to City playground equipment, as more particularly described in Exhibit A, Description of Equipment / Scope of Work (hereafter "Equipment"), attached hereto and incorporated herein as though set forth in full.

3. PURCHASE PRICE

The Purchase Price which City agrees to pay to Vendor for the Equipment is **\$13,367.78**. The Purchase Price is final and shall be paid by City to Vendor in accordance with the following schedule set forth in Exhibit A. The Purchase Price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

4. REPRESENTATION AND WARRANTIES OF VENDOR

Vendor makes the following representations and warranties to City:

a. Authority and Consents. Vendor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Vendor's execution, delivery and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery and performance of this Agreement by Vendor have been duly authorized by all necessary action on the part of Vendor and constitute the legal, valid and binding obligations of Vendor, enforceable against Vendor in accordance with their respective terms.

b. Title, License and Operating Condition. Vendor has good and marketable title to all of the Equipment manufactured. All of the Equipment is free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to all of the Equipment free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. All of the Equipment is in good operating condition, is free of any defects, and is in conformity with the specifications, descriptions, representations and warranties set forth in the Agreement Documents. Vendor is aware that City is purchasing the Equipment for **enhancement and**

replacement of playground equipment and/or parts to comply with current state and federal regulations, and that City is relying on the warranties of the Vendor that the Equipment is fit for this purpose and the ordinary purposes for which the Equipment is normally used.

c. Full Disclosure. None of the representations and warranties made by Vendor in this Agreement contains or will contain any untrue statements of a material fact, or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

5. TIME OF DELIVERY AND VENDOR SCHEDULE

The time of Vendor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit A or as coordinated with the Public Works Coordinator. Vendor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple Vendors or suppliers, then Vendor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

6. PLACE OF DELIVERY

The Equipment shall be delivered to the City at the address provided by City to Vendor.

7. TITLE AND RISK OF LOSS

Title to and the risk of loss, damage and destruction of the Equipment shall remain with the Vendor until after inspection and acceptance of the Equipment by City.

8. INSPECTION AND ACCEPTANCE

City shall inspect the Equipment at the time and place of delivery. Such inspection may include reasonable tests and use of the Equipment by City. If, in the determination of City, the Equipment fails to conform to the Agreement IN ANY MANNER OR RESPECT, City shall so notify Vendor within ten (10) days of delivery of the Equipment to City. Failing such notice, the Equipment shall be deemed accepted by City as of the date of receipt.

9. REJECTION

In the event of such notice of non-conformity by City pursuant to the section entitled "Acceptance" above, City may, at its option, (1) reject the whole of the Equipment, (2) accept the whole of the Equipment, or (3) accept any commercial unit or units of the Equipment and reject the remainder. The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of City attendant upon a breach. In the event of such notice and election by City, City agrees to comply with all reasonable instructions of Vendor and, in the event that expenses are incurred by City in following such instructions, Vendor shall indemnify City in full for such expenses.

10. NO REPLACEMENTS OF CURE

This Agreement calls for strict compliance. Vendor expressly agrees that the Equipment tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Equipment or any part

thereof pursuant to the section entitled "Rejection" above, City may, but is not required to, accept any substitute performance from Vendor or engage in subsequent efforts to affect a cure of the original tender by Vendor.

11. WARRANTY

Vendor warrants that the Equipment will be of merchantable quality and free from defects or faulty material and workmanship. Vendor shall pass to the City the manufacturer's warranty from the Equipment manufacturer.

12. INDEMNIFICATION

Vendor agrees to defend, indemnify, protect, and hold harmless, the City of Maywood, and its officers, officials, employees, agents, and volunteers, from and against any and all claims, demands, losses, defense costs or expenses, actions, liability or damages of any kind and nature which the City of Maywood, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Vendor's negligent or wrongful acts or omissions arising out of or in any way related to the scope of work or the Vendor's performance or non-performance of this Agreement, excepting only liability out of the sole negligence of the City of Maywood.

13. REMEDIES

The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity.

14. TERMINATION OF AGREEMENT BY CITY

a. Should Vendor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Vendor's right to proceed with the delivery of the Equipment by written notice to Vendor. In such event City may obtain the Equipment by whatever method it may deem expedient, including the hiring of another vendor or other vendors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Vendor. In such case Vendor will not be entitled to receive any further payments until the Equipment is delivered. If City's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Vendor will be liable for and will pay the difference to City.

b. City may, for its own convenience, terminate Vendor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Vendor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Vendor, and will not affect the obligations and duties of Vendor under the Agreement with respect to portions of the Equipment not terminated.

c. On receipt of notice under this Section 14(b), Vendor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise: (i) immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment; (ii) unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and (iii) deliver only such portions of the Equipment which City deems necessary to

preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

d. Upon termination pursuant to Section 14(b), Vendor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Vendor upon delivery by Vendor of the releases of liens.

15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

16. LEGAL RESPONSIBILITIES

The Vendor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Vendor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Vendor to comply with this section.

17. ASSIGNMENT

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Upon termination of the Agreement, Vendor's sole compensation shall be payment for actual equipment received.

18. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

19. PROHIBITED INTEREST

No officer, or employee of the City of Maywood that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Vendor, or Vendor's sub-Vendors for this project, during his/her tenure or for one year thereafter. The Vendor hereby warrants and represents to the City that no officer or employee of the City of Maywood that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof or in the business of the Vendor or Vendor's sub-Vendors on this project. Vendor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether oral or written. No supplement, modification or amendment of this Agreement or the Agreement Documents shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement or the Agreement Documents shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Maywood
Attn: City Manager
4319 E. Slauson Avenue
Maywood, California 90270

To Vendor: Landscape Structures Inc.
601 7th Street South,
Delano, MN 55328

22. EFFECTS OF HEADINGS

The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

23. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California. The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Maywood. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Vendor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind the Vendor to the performance of its obligation hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time not resulting in an increase in the total not-to-exceed Agreement amount; (c) non-monetary changes in scope of work; and (d) agreement termination.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MAYWOOD

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

LANDSCAPE STRUCTURES , INC.

By:_____
Elaine Harkess, Contracts Administrator

By:_____

EXHIBIT A

DESCRIPTION OF EQUIPMENT and/or SCOPE OF WORK, QUOTATION, PURCHASE PRICE AND PAYMENT SCHEDULE

Vendor shall provide the playground equipment as described in Vendor's Quotation dated **February 11, 2020** to City for the purchase price of **\$13,367.78** ("Playground Equipment"). **(ATTACHED)**

City shall pay Vendor within 30 days after shipping of the Playground Equipment.

Vendor shall deliver the Playground Equipment in accordance with the following schedule: **from date of placing order plus lead time (approximately 6 weeks)**

ATTACH QUOTATION

601 7TH ST. SOUTH,
DELANO, MN 55328

CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES INC.
SDS 12-0395
P.O. BOX 86
MINNEAPOLIS, MN 55486-0395

Proposal

Bill To: *(Please fill in as necessary)*

Ship To: *(Please fill in as necessary)*

Proposal No. 19792

Acct Code: CITYMAY

Date: 2/11/2020

City of Maywood

4319 E. Slauson Ave.

Maywood	CA	90270
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Resale #:

Project Title:

Maywood Parts

Notes: This quote good until 30 days from date of this proposal:

Location:

Terms: NET 30 FROM INVOICE
DATE

01.50% FINANCE CHARGE PER
MONTH IMPOSED AFTER 30 DAYS
OF INVOICE DATE

(Terms Subject to credit approval by LSI)

We are pleased to submit this quote to supply the following items:

[illegible]

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE
A PURCHASE ORDER ONLY UPON APPROVAL BY:
LANDSCAPE STRUCTURES INC.

**CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGMENT
CONSTITUTES SUCH APPROVAL.**

X

ACCEPTED BY

DATE _____

GRISELDA VARGAS

Total Weight:	728.9
Subtotal Material:	\$11,177.30

Installation:

Sales Tax :	\$1,061.84
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Freight:	\$1,128.64
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TOTAL:	\$13,367.78
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RECWEST OUTDOOR PRODUCTS, INC. (818) 735-3838
REPRESENTATIVES OF LSI

Play365 Quote

Date: 02/11/2020
By: Play365

Rep Organization: RecWest Outdoor Products, Inc.
Contact Person: Griselda Vargas

Quote No: 1143193-01-01

Project Title: Maywood Parts

Location: Maywood, CA

Additional Items						
			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2020)
Freestanding Play						
Swings						
4	174018B	Belt Seat TenderTuff Chains for 8' Beam Height	9.0	165.00	36.0	660.00
PlayBooster						
Custom						
1	CP009260	84"OC 40"DK disc challenge 8" difference. No handloops or footers. Reusing existing end handloops and half clamps from beam.			102.0	1,970.00
PlayShaper						
Motion & More Fun						
1	111306A	Wheel w/o Infill For Permalene			6.0	210.00
Replacement Parts						
2	100198	BHCS 6LP 3/8x1-1/8i SST	0.0	1.29	0.1	2.58
1	124460	BHCS 6LP 3/8x3-3/4i SST			0.1	4.21
1	124460	BHCS 6LP 3/8x3-3/4i SST			0.1	4.21
1	100196	BHCS 6LP 3/8x7/8i SST			0.0	1.45
2	100196	BHCS 6LP 3/8x7/8i SST	0.0	1.45	0.1	2.90
1	100196	BHCS 6LP 3/8x7/8i SST			0.0	1.45
1	100686	BIT HEX SOCKET TPP 5/16i			0.0	1.35
1	113729	CLMP OFFSET 5i RAIL HGR			0.8	30.80
1	100148	CRG BOLT 3/8x1-3/4i SST			0.1	2.26
2	100353	FLG NUT 6LP 3/8-16 SST	0.1	1.96	0.1	3.92
4	100353	FLG NUT 6LP 3/8-16 SST	0.1	1.96	0.2	7.84
2	100353	FLG NUT 6LP 3/8-16 SST	0.1	1.96	0.1	3.92
1	100353	FLG NUT 6LP 3/8-16 SST			0.1	1.96
2	122181	HANDHOLD PNL SGL HANDLE	9.2	104.00	18.4	208.00
1	249513	HDW PKG WE-SAW			5.6	367.00
1	130484	INST CORKSCREW PB			0.0	0.00
1	130437	INST LOOP ARCHES PB			0.0	0.00
1	126166	INST PANEL VERT LADDER PB			0.0	0.00
1	146068	INST TALK TUBES @GRADE PB			0.0	0.00
1	192377	INST WE-SAW			0.0	0.00
1	100685	KEY HEX TPP 5/16i			0.1	2.55
1	216872	MSDS Sheet T/U Paint 001			0.0	0.00
1	216876	MSDS Sheet T/U Paint 023			0.0	0.00
2	100351	NUT MOD-T 3/8-16 SST	0.0	1.40	0.0	2.80
1	101219	Touch Up Paint 4.5oz Can			0.5	13.75

Play365 Quote

Date: 02/11/2020
By: Play365

Rep Organization: RecWest Outdoor Products, Inc.
Contact Person: Griselda Vargas

Quote No: 1143193-01-01

Project Title: Maywood Parts

Location: Maywood, CA

1	101219	Touch Up Paint 4.5oz Can			0.5	13.75
1	113468	TUBE 7/8iOD X 1-11/16i AL/PNT			0.0	9.25
1	113468	TUBE 7/8iOD X 1-11/16i AL/PNT			0.0	9.25
1	100362	WASHER FLAT 3/8i SST			0.0	0.35
1	100365	WASHER FLAT SAE 3/8i SST			0.0	0.25
2	100365	WASHER FLAT SAE 3/8i SST	0.0	0.25	0.0	0.50
1	188068	WE-SAW ASSEMBLY ¹			527.7	7,018.00
1	181123	WE-SAW ROTO SEAT			12.2	347.00
Custom						
1	122693	HANDHOLD PNL			8.9	139.00
1	116055	HANDHOLD PNL PBPV			9.1	137.00

SUMMARY	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (man-hours)	WEIGHT (lb)	PRICE (2020)
Additional Items	0.0	0	1.3	728.9	11,177.30

ALL PHASES	Freestanding Play	0.0	0	1.0	36.0	660.00
	PlayBooster	0.0	0	0.0	102.0	1,970.00
	PlayShaper	0.0	0	0.3	6.0	210.00
	Replacement Parts	0.0	0	0.0	584.9	8,337.30
	Total	0.0	0	1.3	728.9	11,177.30

- Estimated man-hours do not include hours for custom product installation or site preparation.
- This quote is valid for 60 days. Purchase orders submitted with an expired quote are subject to price changes. Custom freight quotes are valid for 30. Expired custom freight quotes are subject to changes.
- ¹This Quote has a total weight above 5,000 lbs or product(s) that require a freight quote. Freight tables cannot be used - Please contact LSI for a freight quote.
- Manufacturing time for this project will be 4 weeks from the time of LSI's order acceptance.
- California Proposition 65 Warning: This product can expose you to Bisphenol A (BPA) which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.
- Signed _____ Date _____

ATTACHMENT NO. 2

**AGREEMENT FOR INSTALLATION OF EQUIPMENT
BETWEEN THE CITY OF MAYWOOD AND JAYNES BROTHERS CONSTRUCTION
PLAYGROUND EQUIPMENT**

THIS AGREEMENT is made and effective as of March 11, 2020, between the City of Maywood, a municipal corporation ("hereinafter referred to as "City"), and Jaynes Brothers Construction. (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 11, 2020, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the installation of the playground equipment and parts at the location directed by the City's Public Works Coordinator, as more particularly described in Exhibit A, Scope of Work, Quotation, Compensation and Payment Schedule (hereinafter "Scope of Work" or "Equipment"), attached hereto and incorporated herein as though set forth in full. The installation shall be performed in good and workmanlike manner and in accordance with standards in the industry.

3. COMPENSATION

The City shall pay the Contractor **\$2,924.59** for all work related to the installation of the Equipment ("Compensation"). The Compensation amount is final and shall be paid by City to Contractor in accordance with the schedule set forth in Exhibit A or as determined by the Parties. .

4. TIME OF COMPLETION

The date for the installation of the Equipment shall be agreed upon between the Parties. ("Completion Date").

5. PREVAILING WAGES

Notwithstanding any statement to the contrary in Contractor's proposal or quote, City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with all provisions of the document titled "Labor Code and Prevailing Wage Requirements" attached hereto as **Exhibit B**.

6. REPRESENTATION AND WARRANTIES OF CONTRACTOR

Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Contractor's execution, delivery and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery and performance of this Agreement by Contractor have been duly authorized by all necessary action on the part of Contractor and constitute the legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with their respective terms.

7. LICENSES

Contractor shall comply with all applicable state and local laws, including being licensed as required by the Contractors' State License Board, in the performance of the installation work under this Agreement. Pursuant to Public Contract Code Section 3300, at all times during the term of this Contract, Contractor shall possess a Class **D-34** California contractor's license.

8. WARRANTY

Contractor warrants that the installation work shall conform to professional standards of care and practice of similar professionals in the same industry and shall warrant all labor and materials for a period of one (1) year from completion of work. Contractor shall correct such fault, defect, or error, at no additional cost of City. If Contractor fails to correct the problem under the warranty within a reasonable time, City may elect to have the work performed by someone else. Contractor shall refund to City, the charge paid to another Contractor for correction or the faulty, defective or incorrect work.

9. INDEMNIFICATION

Contractor agrees to defend, indemnify, protect, and hold harmless, the City of Maywood, and its officers, officials, employees, agents, and volunteers, from and against any and all claims, demands, losses, defense costs or expenses, actions, liability or damages of any kind and nature which the City of Maywood, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the scope of work or the Contractor's performance or non-performance of this Agreement, excepting only liability out of the sole negligence of the City of Maywood.

10. REMEDIES

The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity.

11. TERMINATION OF AGREEMENT BY CITY

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

based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

12. INSURANCE

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

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

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor 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 Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor 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 Contractor's insurance and shall not contribute with it.

e. Contractor's's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or sub-Contractors

from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

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

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

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

i. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager 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. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

k. Sub-Contractor Insurance Requirements. Contractor shall require each of its sub-Contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

14. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement without prior written consent of the City. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Upon termination of the Agreement, Contractor's sole compensation shall be payment for actual equipment installed.

15. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

16. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether oral or written. No supplement, modification or amendment of this Agreement or the Agreement Documents shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement or the Agreement Documents shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Maywood
Attn: City Manager
4319 E. Slauson Avenue
Maywood, California 90270

To Contractor: **Jaynes Brothers Contracting**
996 Lawrence Drive, Suite 201
Newbury Park, California 91320

18. EFFECTS OF HEADINGS

The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

19. 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.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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. 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.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MAYWOOD

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

JAYNES BROTHERS CONTRACTORS.

By:_____
[Enter Name and Title]

By:_____
[Enter Name and Title]

EXHIBIT A

SCOPE OF WORK, QUOTATION, COMPENSATION AND PAYMENT SCHEDULE

Contractor shall install the playground equipment as described in Contractor's Quotation dated March 5, 2020, for a total amount of **\$2,924.50**.

Contractor shall perform all phases of installation of the Playground Equipment, including removing and replacing the damaged equipment, installing the new playground equipment, and patching rubberized areas damaged from removal of old equipment and installation of new equipment.

City shall pay Contractor within 30 days after installation of the Playground Equipment.

EXHIBIT B

LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit B**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any sub-Contractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each sub-Contractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any sub-Contractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. For every sub-Contractor who will perform work on the project, Contractor shall be responsible for such sub-Contractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each sub-Contractor a copy of those statutory provisions and a requirement that each sub-Contractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure sub-Contractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the sub-Contractor and upon becoming aware of the failure of the sub-Contractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any sub-Contractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a Contractor or sub-Contractor on a public works project for specified periods of time. Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the work. Contractor has investigated and will ensure that any sub-Contractor possesses a valid specialty trade license in its trade as required by law.

11. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor will be required to provide proof of registration with the DIR. For more information regarding registration with the DIR, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

**AGREEMENT FOR INSTALLATION OF EQUIPMENT
BETWEEN THE CITY OF MAYWOOD AND JAYNES BROTHERS CONSTRUCTION
PLAYGROUND EQUIPMENT**

THIS AGREEMENT is made and effective as of March 11, 2020, between the City of Maywood, a municipal corporation ("hereinafter referred to as "City"), and Jaynes Brothers Construction. (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on March 11, 2020, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the installation of the playground equipment and parts at the location directed by the City's Public Works Coordinator, as more particularly described in Exhibit A, Scope of Work, Quotation, Compensation and Payment Schedule (hereinafter "Scope of Work" or "Equipment"), attached hereto and incorporated herein as though set forth in full. The installation shall be performed in good and workmanlike manner and in accordance with standards in the industry.

3. COMPENSATION

The City shall pay the Contractor **\$2,924.59** for all work related to the installation of the Equipment ("Compensation"). The Compensation amount is final and shall be paid by City to Contractor in accordance with the schedule set forth in Exhibit A or as determined by the Parties. .

4. TIME OF COMPLETION

The date for the installation of the Equipment shall be agreed upon between the Parties. ("Completion Date").

5. PREVAILING WAGES

Notwithstanding any statement to the contrary in Contractor's proposal or quote, City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with all provisions of the document titled "Labor Code and Prevailing Wage Requirements" attached hereto as **Exhibit B**.

6. REPRESENTATION AND WARRANTIES OF CONTRACTOR

Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Contractor's execution, delivery and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery and performance of this Agreement by Contractor have been duly authorized by all necessary action on the part of Contractor and constitute the legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with their respective terms.

7. LICENSES

Contractor shall comply with all applicable state and local laws, including being licensed as required by the Contractors' State License Board, in the performance of the installation work under this Agreement. Pursuant to Public Contract Code Section 3300, at all times during the term of this Contract, Contractor shall possess a Class **D-34** California contractor's license.

8. WARRANTY

Contractor warrants that the installation work shall conform to professional standards of care and practice of similar professionals in the same industry and shall warrant all labor and materials for a period of one (1) year from completion of work. Contractor shall correct such fault, defect, or error, at no additional cost of City. If Contractor fails to correct the problem under the warranty within a reasonable time, City may elect to have the work performed by someone else. Contractor shall refund to City, the charge paid to another Contractor for correction or the faulty, defective or incorrect work.

9. INDEMNIFICATION

Contractor agrees to defend, indemnify, protect, and hold harmless, the City of Maywood, and its officers, officials, employees, agents, and volunteers, from and against any and all claims, demands, losses, defense costs or expenses, actions, liability or damages of any kind and nature which the City of Maywood, its officers, agents, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the scope of work or the Contractor's performance or non-performance of this Agreement, excepting only liability out of the sole negligence of the City of Maywood.

10. REMEDIES

The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity.

11. TERMINATION OF AGREEMENT BY CITY

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

based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

12. INSURANCE

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

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

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor 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 Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

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e. Contractor's's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or sub-Contractors

from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

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

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

i. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager 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. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

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If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

16. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether oral or written. No supplement, modification or amendment of this Agreement or the Agreement Documents shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement or the Agreement Documents shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

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Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

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4319 E. Slauson Avenue
Maywood, California 90270

To Contractor: **Jaynes Brothers Contracting**
996 Lawrence Drive, Suite 201
Newbury Park, California 91320

18. EFFECTS OF HEADINGS

The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MAYWOOD

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

JAYNES BROTHERS CONTRACTORS.

By:_____
[Enter Name and Title]

By:_____
[Enter Name and Title]

EXHIBIT A

SCOPE OF WORK, QUOTATION, COMPENSATION AND PAYMENT SCHEDULE

Contractor shall install the playground equipment as described in Contractor's Quotation dated March 5, 2020, for a total amount of **\$2,924.50**.

Contractor shall perform all phases of installation of the Playground Equipment, including removing and replacing the damaged equipment, installing the new playground equipment, and patching rubberized areas damaged from removal of old equipment and installation of new equipment.

City shall pay Contractor within 30 days after installation of the Playground Equipment.

EXHIBIT B

LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit B**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any sub-Contractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each sub-Contractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any sub-Contractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. For every sub-Contractor who will perform work on the project, Contractor shall be responsible for such sub-Contractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each sub-Contractor a copy of those statutory provisions and a requirement that each sub-Contractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure sub-Contractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the sub-Contractor and upon becoming aware of the failure of the sub-Contractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any sub-Contractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a Contractor or sub-Contractor on a public works project for specified periods of time. Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the work. Contractor has investigated and will ensure that any sub-Contractor possesses a valid specialty trade license in its trade as required by law.

11. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor will be required to provide proof of registration with the DIR. For more information regarding registration with the DIR, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.



AGENDA 5
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 11, 2020

TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL

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

BY: KEVIN KO, CONTRACT CITY ENGINEER

RE: CONSIDERATION OF ADOPTING A RESOLUTION TO
APPROVE A LIST OF PROJECTS FOR FY 2020-21 FUNDED BY
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY
ACT OF 2017

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 6098 to approve a list of projects for FY 2020-21 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 (SB 1).

FISCAL IMPACT

In FY 2020-21, the City is estimated to receive \$528,284 in SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds. To be eligible to receive these funds, the City must maintain unrestricted discretionary or general fund spending in an estimated amount of at least \$98,083 annually for street, road, and highway purposes to comply with SB 1's Maintenance of Effort (MOE) requirements. Staff will include this allocation in the proposed FY 2020-21 budget for City Council consideration.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On April 28, 2017, Governor Brown signed into law SB 1, a \$5.4 billion annual investment over the next decade intended to fund road, bridge, and freeway

repair projects in the state with revenue generated through increases in gasoline and diesel taxes and vehicle registration taxes. A portion of the taxes collected is deposited into the RMRA established by SB 1 of which approximately \$1.5 billion in annual revenue will go to cities, counties, and transit agencies as part of SB 1's Local Streets and Roads Program (LSRP) for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads.

In addition to RMRA funds, SB 1 also contains a local agency MOE requirement, as stipulated in Streets and Highways Code Section 2036, which applies to funds allocated through the RMRA. The SB 1 MOE requirement is to ensure that these new road funds do not supplant existing levels of city and county general revenue spending on streets and roads. The MOE for the receipt of RMRA funds state that a city or county must maintain general fund spending for street, road, and highway purposes at no less than the average of fiscal years 2009-10, 2010-11, and 2011-12. Per the estimate provided by the League of California Cities, the City of Maywood must maintain an unrestricted discretionary or general fund spending of at least \$98,083 for each year it receives RMRA funds. Failure to meet the MOE may result in funds being returned to the state.

Furthermore, in an effort to promote accountability and transparency, before receiving RMRA funds, the City must submit a list of proposed eligible projects adopted by resolution to the California Transportation Commission (CTC) by May 1st of each year. The list must include the project description, location, estimated schedule, and an estimate of the project's useful life. Subsequently, the City must submit a detailed expenditure report to the CTC by October 1st of each year to document its RMRA spending.

DISCUSSION

The City of Maywood is projected to receive \$528,284 for FY 2020-21 in RMRA funds. Staff recommends continuing to adhere to the City's 5-year Pavement Management Plan (PMP) which was adopted by the City Council on December 13, 2017 to determine the selection of projects to be funded by SB 1. A PMP establishes and maintains a uniform definition and procedure for the application of various maintenance strategies to extend the overall expected life cycle of the City's transportation system in the most economical and efficient manner.

Staff recommends combining the FY 2019-20 and FY 2020-21 RMRA funds to fund the following previously adopted projects:

Slurry Seal Project FY 2019-2020 on Various Streets
Pavement Rehabilitation Project FY 2019-2020 on Various Streets

Exhibit A of Resolution No. 6098 (Attachment No. 1) includes a detailed list of street sections and treatments to be part of the proposed projects that will be funded in-part or solely with FY 2020-21 RMRA funds.

ATTACHMENT(S)

Attachment No. 1 – Resolution No. 6098
Attachment No. 2 – FY 20/21 SB1 CTC Allotments

ATTACHMENT NO. 1

RESOLUTION NO. 6098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$528,284 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate multiple streets throughout the City this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

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

Section 2. The following previously proposed and adopted projects may utilize Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: Pavement Rehabilitation Project FY 2019/2020 on Various Streets

Project Description: This project will include grind and overlay of asphalt concrete streets, miscellaneous concrete repairs, and reinstatement striping and signing.

Project Location: Various streets citywide. See Exhibit A attached and incorporated into this Resolution.

Estimated Project Schedule: Spring 2020 to Summer 2020

Estimated Project Useful Life: 10-20 years

Project Title: Slurry Seal Project FY 2019/2020 on Various Streets

Project Description: This project will include crack seal and slurry seal of asphalt concrete streets, localized asphalt concrete failure repairs, and reinstatement of striping and signing.

Project Location: Various streets citywide. See Exhibit A attached and incorporated into this Resolution.

Estimated Project Schedule: Fall 2020 to Winter 2020

Estimated Project Useful Life: 5-10 years

Section 3. The City Clerk shall certify to the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March 2020.

Eduardo De La Riva, Mayor

ATTEST:

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Gerardo Mayagoitia, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Maywood held on the 11th day of March, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gerardo Mayagoitia, City Clerk

EXHIBIT A

Fiscal Year 2020-21 Local Streets and Roads Proposed Project List

CITY OF MAYWOOD			
PAVEMENT REHABILITATION PROJECT FY 2019/2020			
ON VARIOUS STREETS			
STREET NAME	BEGINNING	END	TREATMENT
57TH ST	LOMA VISTA AVE	GIFFORD AVE	THIN AC OVERLAY (1.5 INCHES)
58TH ST	MAYWOOD AVE	EVERETT AVE	THIN AC OVERLAY (1.5 INCHES)
ALAMO AVE	RANDOLPH ST	SLAUSON AVE	THICK AC OVERLAY (2.5 INCHES)
ATLANTIC BLVD-NB	RANDOLPH ST	61ST ST	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-NB	61ST ST	60TH ST	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-NB	200' N/O SLAUSON AVE	55TH ST	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-NB	60TH ST	196' S/O SLAUSON AVE	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-NB	55TH ST	52ND DR	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-SB	RANDOLPH ST	61ST ST	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-SB	61ST ST	60TH ST	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-SB	60TH ST	196' S/O SLAUSON AVE	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-SB	200' N/O SLAUSON AVE	55TH ST	THIN AC OVERLAY (1.5 INCHES)
ATLANTIC BLVD-SB	55TH ST	52ND DR	THIN AC OVERLAY (1.5 INCHES)
FRUITLAND AVE	WESTERLY CITY LIMIT	EASTERLY CITY LIMIT	THIN AC OVERLAY (1.5 INCHES)
PALM AVE	RANDOLPH ST	61ST ST	THIN AC OVERLAY (1.5 INCHES)
RANDOLPH ST	CLARKSON AVE	ATLANTIC BLVD	THIN AC OVERLAY (1.5 INCHES)
RANDOLPH ST	353' W/O PINE AVE	CLARKSON AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	EVERETT AVE	213' W/O LOMA VISTA AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	LOMA VISTA AVE	CARMELITA AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	CARMELITA AVE	CORONA AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	CORONA AVE	GIFFORD AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	MAYWOOD AVE	EVERETT AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	GIFFORD AVE	FISHBURN AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	FISHBURN AVE	PINE AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	PINE AVE	210' W/O ATLANTIC BLVD	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	CARMELITA AVE	CORONA AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	GIFFORD AVE	FISHBURN AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	MAYWOOD AVE	EVERETT AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	EVERETT AVE	LOMA VISTA AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	234' E/O LOMA VISTA AVE	CARMELITA AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	CORONA AVE	GIFFORD AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	PINE AVE	210' W/O ATLANTIC BLVD	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	DOWNEY RD	MAYWOOD AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-WB	FISHBURN AVE	PINE AVE	THIN AC OVERLAY (1.5 INCHES)
SLAUSON AVE-EB	ALAMO AVE	BRIDGE	THICK AC OVERLAY (2.5 INCHES)
SLAUSON AVE-WB	ALAMO AVE	BRIDGE	THIN AC OVERLAY (1.5 INCHES)

CITY OF MAYWOOD SLURRY SEAL PROJECT FY 2019/2020 ON VARIOUS STREETS			
STREET NAME	BEGINNING	END	TREATMENT
52ND PL	ATLANTIC BLVD	MAYFLOWER AVE	CRACK SEAL & SLURRY SEAL
52ND PL	MAYFLOWER AVE	HELIOTROPE AVE	CRACK SEAL & SLURRY SEAL
52ND ST	LOMA VISTA AVE	ATLANTIC BLVD	CRACK SEAL & SLURRY SEAL
53RD ST	ATLANTIC BLVD	MAYFLOWER AVE	CRACK SEAL & SLURRY SEAL
55TH ST	ATLANTIC BLVD	KING AVE	CRACK SEAL & SLURRY SEAL
56TH ST	ATLANTIC BLVD	HELIOTROPE AVE	CRACK SEAL & SLURRY SEAL
57TH ST	ATLANTIC BLVD	KING AVE	CRACK SEAL & SLURRY SEAL
58TH ST	EVERETT AVE	LOMA VISTA AVE	CRACK SEAL & SLURRY SEAL
58TH ST	PINE AVE	ATLANTIC BLVD	CRACK SEAL & SLURRY SEAL
58TH ST	PINE AVE	ATLANTIC BLVD	CRACK SEAL & SLURRY SEAL
60TH ST	ATLANTIC BLVD	HELIOTROPE CIR	CRACK SEAL & SLURRY SEAL
EVERETT AVE	SOUTHERLY CITY LIMIT	SLAUSON AVE	CRACK SEAL & SLURRY SEAL
EVERETT AVE	SLAUSON AVE	58TH ST	CRACK SEAL & SLURRY SEAL
HELIOTROPE CIR	MAYFLOWER AVE	60TH ST	CRACK SEAL & SLURRY SEAL
PINE AVE	SLAUSON AVE	58TH ST	CRACK SEAL & SLURRY SEAL
RANDOLPH ST	ATLANTIC BLVD	WOODWARD AVE	CRACK SEAL & SLURRY SEAL
WALKER AVE	RANDOLPH ST	60TH ST	CRACK SEAL & SLURRY SEAL

ATTACHMENT NO. 2

Local Streets and Roads - Projected Revenues

Estimated January 2020

	2019-20			
	Hwy Users Tax Account	TCRF Loan Repayment	Road Mntnc Rehab Acct	TOTAL
HUNTINGTON PARK	1,428,978	66,722	1,093,411	2,589,111
INDUSTRY	16,565	507	8,309	25,381
INGLEWOOD	2,701,332	126,530	2,073,501	4,901,362
IRWINDALE	41,748	1,693	27,745	71,186
LA CANADA FLINTRIDGE	501,567	23,161	379,553	904,281
LA HABRA HEIGHTS	137,726	6,166	101,051	244,943
LAKEWOOD	1,954,163	91,458	1,498,756	3,544,376
LA MIRADA	1,193,744	55,714	913,012	2,162,470
LANCASTER	3,872,269	181,678	2,977,246	7,031,193
LA PUENTE	984,572	45,863	751,570	1,782,005
LA VERNE	803,304	37,325	611,665	1,452,294
LAWNDALE	808,914	37,589	615,995	1,462,497
LOMITA	505,410	23,342	382,519	911,271
LONG BEACH	11,353,306	534,019	8,751,209	20,638,534
LOS ANGELES	96,461,025	4,541,936	74,430,756	175,433,716
LYNWOOD	1,715,249	80,205	1,314,359	3,109,813
MALIBU	309,635	14,216	232,960	556,810
MANHATTAN BEACH	868,254	40,384	661,794	1,570,433
MAYWOOD	678,465	31,446	515,312	1,225,222
MONROVIA	930,483	43,315	709,823	1,683,621
MONTEBELLO	1,545,869	72,228	1,183,629	2,801,725
MONTEREY PARK	1,488,127	69,508	1,139,063	2,696,699
NORWALK	2,562,767	120,004	1,966,555	4,649,326
PALMDALE	3,782,757	177,463	2,908,159	6,868,379
PALOS VERDES ESTATES	331,094	15,226	249,522	595,843
PARAMOUNT	1,337,007	62,391	1,022,426	2,421,824
PASADENA	3,507,251	164,487	2,695,520	6,367,257
PICO RIVERA	1,540,760	71,987	1,179,686	2,792,434
POMONA	3,698,162	173,478	2,842,868	6,714,508
RANCHO PALOS VERDES	1,026,702	47,847	784,087	1,858,636
REDONDO BEACH	1,646,743	76,979	1,261,485	2,985,206
ROLLING HILLS (2)				
ROLLING HILLS ESTATES	203,655	9,271	151,935	364,862
ROSEMEAD	1,327,459	61,941	1,015,057	2,404,457
SAN DIMAS	836,316	38,880	637,144	1,512,340

	2020-21		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
	1,478,270	1,120,934	2,599,205
	16,940	8,518	25,458
	2,794,809	2,125,695	4,920,504
	42,999	28,444	71,442
	518,678	389,107	907,785
	142,282	103,594	245,876
	2,021,729	1,536,482	3,558,212
	1,234,904	935,994	2,170,898
	4,006,488	3,052,189	7,058,677
	1,018,454	770,489	1,788,943
	830,879	627,062	1,457,941
	836,684	631,500	1,468,184
	522,655	392,148	914,803
	11,747,825	8,971,496	20,719,321
	99,816,486	76,304,335	176,120,820
	1,774,503	1,347,444	3,121,947
	320,137	238,824	558,961
	898,089	678,453	1,576,542
	701,696	528,284	1,229,980
	962,483	727,691	1,690,174
	1,599,228	1,213,423	2,812,651
	1,539,478	1,167,736	2,707,214
	2,651,423	2,016,057	4,667,480
	3,913,862	2,981,364	6,895,225
	342,343	255,803	598,146
	1,383,100	1,048,163	2,431,263
	3,628,769	2,763,372	6,392,141
	1,593,943	1,209,381	2,803,324
	3,826,323	2,914,429	6,740,752
	1,062,050	803,824	1,865,874
	1,703,612	1,293,239	2,996,851
	210,504	155,760	366,264
	1,373,220	1,040,608	2,413,828
	865,040	653,183	1,518,222



AGENDA 6
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: FEBRUARY 21, 2020
TO: HONORABLE MAYOR, AND MEMBERS OF THE CITY COUNCIL
FROM: JENNIFER E. VASQUEZ, CITY MANAGER *JV*
BY: GISSELLE S. DELGADO, COMMUNITY SERVICES LIAISON *gde*
RE: CONSIDERATION OF CITY MATCH FOR SCHOLARSHIPS
FROM COMMUNITY BENEFIT FUND

RECOMMENDATION

Staff recommends that Council approves providing \$3,000.00 from the Community Benefit Fund to match scholarships provided to Maywood high school students from Interwest Consulting Group.

FISCAL IMPACT

Funding in the amount of \$3,000.00 will come from the Community Benefit Fund which currently has an available balance of \$61,706.49

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

On February 27, 2019, the City Council adopted the Community Benefit Fund Guidelines and Procedures. The Community Benefit Fund supports community-based programs and activities. As set forth in the Guidelines, eligible organizations are required to submit an application for funding and the funds requested must be spent in the same fiscal year in which the grant was approved

by the City Council. For the remainder of this fiscal year, the City hasn't received any application.

City Staff is requesting that the City Council consider Staff's request to match three scholarships in the amount of \$1,000.00 each that will be awarded by the City's contract engineer, Interwest Consulting. Interwest Consulting will be providing three Maywood high school seniors with a \$1000.00 scholarship. If the City Council agrees to the match, Staff is recommending that the funds come from the Community Benefit Fund.

DISCUSSION

Staff's request for matching funds for the Interwest scholarships would benefit the students of the City in providing them with increased educational opportunities. If the City Council does not desire to use the Community Benefit Funds for this purpose, Staff recommends that the funds come from the General Fund Community Events Budget.

ATTACHMENT(S)

Attachment No. 1 - Community Benefit Fund Guidelines and Procedures

Attachment No. 2- Interwest Scholarship Flyer

ATTACHMENT NO. 1

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a "Community Benefit Fund" to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conducted by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal Revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called "Eligible Organizations"); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a service, activity or other community benefit to the residents or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. Grants will be awarded in maximum amounts of no more than \$ 5,000.00.

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at _veronica.alvarez@cityofmaywood.org.

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

<u>Application Cycle</u>	<u>Application Deadline</u>
Semester 1: July 1 - December 31	June 1
Semester 2: January 1 - June 30	December 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.

2. Organizations may submit only one application per fiscal year.

3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services,

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

the City has the discretion to purchase the goods or services directly and pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

ATTACHMENT NO. 2



Calling all Maywood high school seniors:

Interwest Community Foundation invites you to apply for its **2020 Scholarship Program!**



To be considered for our scholarships, you must:

- Be a resident of Maywood
- Have a GPA of 2.5 or higher
- Plan to attend a four-year university
- Submit a photo of you doing something you love

APPLY NOW AT
scholarships.interwestgrp.com

(use the drop-down menu to locate your program)



Applications will be open from Monday, February 17th, until Friday, March 20th, at midnight. No late submissions will be accepted.

For more information regarding the application process or program, please contact Pamela Yugar at pyugar@interwestgrp.com or 626-407-7144.



AGENDA 7
ITEM NO. _____

CITY COUNCIL STAFF REPORT

DATE: MARCH 11, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

BY: *DM* DAVID MANGO, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDER THE APPOINTMENT OF A NEW MEMBER OF THE PLANNING COMMISSION

RECOMMENDATION

Staff recommends that the City Council considers the appointment of a new member of the Planning Commission, to fill the unexpired term due to resignation. This term will expire on February 6, 2022.

FISCAL IMPACT

The Planning Commissioner stipend is \$65.00 per month.

LEGAL REVIEW

The City Attorney has reviewed this report.

BACKGROUND

The Planning Commission is a five-member body that reviews and acts on matters related to planning, land use 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 as well as functions as the decision-making body for a number of 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 regulations; reviewing subdivision maps; and taking action on variances, conditional use permits, special use permits. Currently the

Maywood Planning Commission consists of four members as Commissioner Paloma Hernandez resigned on January 2, 2020.

On February 5, 2020, the City began to accept applications from persons who desire to serve on the Maywood Planning Commission. The Maywood Municipal Code requires that members of the Planning Commission must, at the time of their application and throughout their term, be residents of the City or otherwise be employed in the City of Maywood. The application period closed on February 28, 2020 and the City received one application.

DISCUSSION

As stated above, the City received one (1) application. Staff reviewed the application and determined that the applicant lives in the City of Maywood. The City Council can either appoint this individual or request that staff re-advertises planning commission opening.

ATTACHMENT: Planning Commission Application

ATTACHMENT NO. 1



APPLICATION FOR PLANNING COMMISSIONER
City of Maywood

Date Stamp Received

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submittal Requirements (Completed Application must contain the following)

- ☐ Completed, signed Application ☐ Three (3) references with contact information ☐ Resumé

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the Application itself. Resumes, attachments and other supporting documentation cannot be substituted for an Application form. It is important that you answer all questions on your Application fully and accurately. If additional space is needed to answer questions, attach additional sheets.

Completed Applications should be returned to the City of Maywood, 4319 E. Slauson Ave., Maywood, CA 90270 Attention: Planning Dept.

Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☒ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☒ No

If yes, in what capacity and when (months/years) _____

3. Name: Alfredo (Last) Alvarez (First) _____ (Middle)

4. Residential Address: Est 56 St Maywood CA 90270

5. Phone Number: [REDACTED] Email: [REDACTED]

6. Are you a registered voter in the City of Maywood? ☒ Yes ☐ No

7. Do you currently reside within the incorporated City limits? ☒ Yes ☐ No

8. Do you currently work within the incorporated City limits? ☒ Yes ☐ No

9. Occupation and Place of Employment: Social Worker / Country Villa Health

10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☒ No

If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

12. Please state the reasons you are interested in being a member of the Planning Commission:

Enhance a Positive Reputation for the city, make a Positive impact for the community.

Bring new Projects to the city, new networking, etc, have a fresh new Positive reactions to the residents of Maywood.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

I am a tough Person in a Professional way who always looks to enhance any Project I am working on, and I dedicate my self.

I have effective leadership and motivational skills, I have exceptional critical thinking, great written, verbal communication skills with executives, employees and clients, great and excellent in, organization, prioritizing, multitasking, negotiating, and multi tasking.

14. Please briefly express your views regarding current and future development in Maywood:

Not because I live in the city of Maywood, but the city is a great community to live in, lot of hard working people reside in the city.

But there's always room for more, I would love to bring projects, developers, and so much more positive outcomes.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Theresa / corporate administrator

(Name)

Home Number: _____

Cell Number: _____

2. Elena / corporate social worker

(Name)

Home Number: _____

Cell Number: _____

3. Alejandra B / Doctor

(Name)

Home Number: _____

Cell Number: _____

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I am required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation as well as provide other information as required by the California State Fair Political Practices Commission. The City will provide appointees with the filing form and instructions.

AA
Initials

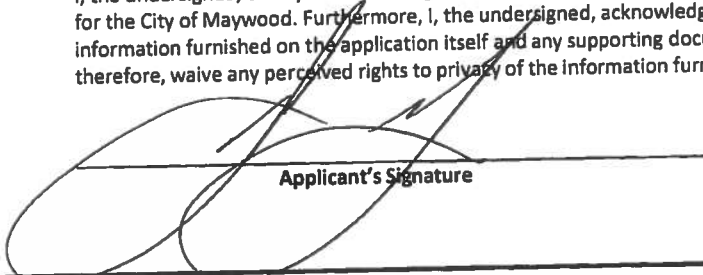
Attendance (MMC §9-1.05) – Commission members are required to attend meetings on a regular basis, and are automatically removed if a member does not attend three regularly scheduled meetings within any calendar year.

AA
Initials

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

AA
Initials

I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.


Applicant's Signature

2-27-20
Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: _____ Yes

_____ No

Residency and/or Employment Verified: _____ Yes

_____ No

Application Active Until: _____

ALFREDO ALVAREZ JR

[REDACTED] 56 ST Maywood CA

90270

Email: [REDACTED]

Employment:

Genesis Health

Start: 1/11/2019

End: 2/12/2020

Occupation: Admission Coordinator / Case Manager

Duties:

- Documents all inquiries on appropriate forms;
- Performs follow-up on all inquiries who have not yet converted to admissions;
- Attends daily meeting with department heads and Administrator to assess appropriate follow-up;
- Maintains statistics and submits weekly report to Senior Director of Admissions or Regional Marketing Manager;
- Conducts admissions counseling and tours with potential customers, families, and/or responsible party;
- Ensures proper completion, signing and distribution of paperwork;
- Provides advance notification to department heads regarding appropriate preparation and follow-up for admissions (both new admissions and re-admits);
- Verifies MEDICAL, MEDICARE, OR ANY OTHER HMO ELEGIBILITY
- Obtains authorization from the health insurance before admission
- Meets with family and customer on day of admission to welcome them and introduce to nursing staff on unit; follow-up with a visit at the close of day;

- Assures effective off-hours and weekend admissions back-up systems;
- Monitors compliance with new admission policies and procedures;
- Puts Customer Service First: Ensures that customers and families receive the highest quality of service in a caring and compassionate atmosphere which recognizes the individuals' needs and rights;
- Performs other duties as requested. CAA1 QUALIFICATIONS:

Country Villa Health

Start: 2/18 /2018

End: 1/11/2019

Occupation: Social Worker Assistant / Discharge Coordinator

Duties:

- Providing mental health counseling to individuals, groups or families—if one is a clinical social worker
- Conducting initial assessments of clients' situation to determine needs and goals
- Researching and advocating for appropriate public assistance resources for clients
- Communicating with clients' care teams
- Providing crisis intervention as needed
- Referring individuals to appropriate treatment centers, as indicated
- Ensuring that all case files, and other records, strictly comply with policies, regulations, and procedures
- Coordinating treatment planning and maintaining ongoing contact with outpatient providers for the continual care of patients
- Actively participating in ongoing training as needed in order to meet all certification standards and credentialing policies

Maywood Manor Care Center

Start: 3/2/17

End: 2/15/18

Occupation: Admission Coordinator

Duties:

- Documents all inquiries on appropriate forms;
- Performs follow-up on all inquiries who have not yet converted to admissions;
- Attends daily meeting with department heads and Administrator to assess appropriate follow-up;
- Maintains statistics and submits weekly report to Senior Director of Admissions or Regional Marketing Manager;
- Conducts admissions counseling and tours with potential customers, families, and/or responsible party;
- Ensures proper completion, signing and distribution of paperwork;
- Provides advance notification to department heads regarding appropriate preparation and follow-up for admissions (both new admissions and re-admits);
- Verifies MEDICAL, MEDICARE, OR ANY OTHER HMO ELEGIBILITY
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- Assures effective off-hours and weekend admissions back-up systems;
- Monitors compliance with new admission policies and procedures;
- Puts Customer Service First: Ensures that customers and families receive the highest quality of service in a caring and compassionate atmosphere which recognizes the individuals' needs and rights;
- Performs other duties as requested. CAA1 QUALIFICATIONS:

Riviera Health

Start: 6/23/15

End: 2/17/17

Occupation: Nurse Assistant

Duties:

- Maintains patient stability by checking vital signs and weight; testing urine and recording intake and output information.
- Provides patient comfort by utilizing resources and materials; transporting patients; answering patients' call lights and requests; and reporting observations of the patient to nursing supervisor.
- Documents actions by completing forms, reports, logs, and records.
- Maintains work operations by following policies and procedures.
- Protects organization's value by keeping patient information confidential.
- Serves and protects the hospital community by adhering to professional standards, hospital policies and procedures; federal, state, and local requirements; and HIPAA standards.
- Updates job knowledge by participating in educational opportunities, reading professional publications, participating in professional organizations, and maintaining licensure.
- Enhances nursing department and hospital reputation by accepting ownership for accomplishing new and different requests; and exploring opportunities to add value to job accomplishments.

Licenses and Certifications

CNA License: California Department of Public Health

First Aide CPR BLS

Social Service Certification

LGBTQ: Training In Long And Short Term Health

Education:

Park Ridge Private School: High School Diploma

Genova Health Institute: CNA

Rio Hondo College: Bachelor In Business Administration (Still Attending)

Career Smart: Social Service Certification

Medical Skills Experience:

- Alzheimer's
- G-Tube
- Stroke
- Trachea / Vent
- Surgery Recovery
- Wound Care
- Fractures
- Sub-Acute
- Post-Acute
- Geriatrics
- Mental Illness
- Pediatric
- Emergency Room
- 51/50
- HIV
- Suicidal Prevention

Microsoft Office Skills

- MS Outlook
- MS Publisher
- Point Click Care
- OneDrive
- OneNote
- Microsoft Excel
- Configure Email Settings



CERTIFICATE OF PARTICIPATION

This is to certify that

Alfredo Alvarez

Has Completed The 1-Hour Online Training Course

Building Inclusive and Sensitive Long Term Care Services for LGBTQ Communities

Presented by

Tim Vincent, MS and Miriam Garfinkel, MA, LMFT

Instructor: ***Tim Vincent, MS and Miriam Garfinkel, MA, LMFT***

Provider approved by:

NAB (NHA/RCE) Program Approval Number: 20190630-1.25-A46351 -dl-AVCONF
California Association of Long Term Care Medicine is accredited by the Institute for Medical Quality/California Medical Association (IMQ/CMA) to provide continuing medical education for physicians. This course complies with Assembly Bill 1195 Continuing Education: Cultural and Linguistic PRA Category 1 Credit(s). Physicians should claim only the credit commensurate with the extent of their participation in the activity. This credit may also be applied to the CMA Certification in Continuing Medical Education. For your participation, you may claim up to: 1 CME credit

Florida Board of Nursing 20-664088

Florida Board of Nursing Home Administrators 20-664086

California CNA/NAC Provider # 7027 for 1 CEU(s)

California Board of Registered Nursing: Provider # 13512 for 1 BRN CE Contact Hour

Certificate must be retained for four years.

Mariposa Training - 73 Buckeye Avenue, Oakland, CA 94618 - www.mariposatraining.com - Certificate #40047 - Course Completed: 07/26/2018

BASIC LIFE SUPPORT

BASIC LIFE SUPPORT

**BLS
Provider**



American
Heart
Association.

ALFREDO ALVAREZ

The above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

12/19/2018

12/2020

Issue Date

Recommended Renewal Date

This card contains unique security features to protect against forgery.

Training Center Name
Continuing Education Unlimited 6A01378

TC Info
Torrance, Ca. (310)787-8280

Course Location
NORTHSTAR CPR (310)507-3584

Instructor Name
Susan Hong-Gonzales 07146086590

Holder's
Signature

© 2015 American Heart Association. Thinning with file card will alter its appearance. 15-1805

CERTIFICATE OF COMPLETION

It is hereby certified that

alfredo alvarez

Completed the following course:

Course Title: Social Service Designee in Long Term Care - Certification

Social Service Designees:

This Social Service Designee (SSD) certification program developed by Senior Care Training and jointly provided by CareerSmart Learning provides the educational foundation for practicing Social Services in a skilled nursing facility (SNF). Completion of this program demonstrates the individual named above has the basic core of knowledge necessary to work in this field, as evidenced by completion of all 6 modules and a passing score of 80% or higher on the final certification exam.

Nursing Home Administrators (California):

Senior Care Training, the developer of this module, is an approved continuing education provider of the State of California Department of Public Health, Nursing Home Administrator Program. This module is approved to provide 10 California Nursing Home Administrator "P" (NHAP) credits for completion of this program, NHAP CEP #1752 and Course Approval #: 1752010-6652/P (10 credits).

Certified Nursing Assistant (Florida):

This course is approved for 10 contact hours for Florida Certified Nursing Assistants. CareerSmart Learning is an approved provider of the Florida Board of Nursing (Provider #: 50-13962 and Course #: 20-598048) to provide continuing education to Certified Nursing Assistants (CNA). Please document Certificate/License # here: _____

Nurses:

This course is approved for 6 Continuing Nurse Education (CNE) contact hours. CareerSmart Learning is an approved provider of the California Board of Registered Nursing (Provider #: 15862). CareerSmart Learning is an approved provider of the Florida Board of Nursing and Georgia Board of Nursing (Provider #: 50-13962 and Course #: 20-598046).

Issued by:

Alysha Loumakis-Calderon

, on **11/01/2018**

Alysha Loumakis-Calderon, General Manager

CareerSmart

CareerSmart Learning is a wholly owned
division of ISYS Solutions, Inc.
2601 Saturn Street Suite 300, Brea, CA 92821
#877-479-7338 www.careersmart.com