



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

WEDNESDAY, NOVEMBER 24, 2021 AT 7:00 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Ricardo Lara

CITY CLERK
Flor Aguiluz

MAYOR PRO TEM
Heber Marquez

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Frank Garcia
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: This meeting will be conducted pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency. For this meeting, members of the City Council and City Staff are permitted to attend the meeting by teleconference and such teleconference locations are not accessible to the public and are not subject to special posting requirements. Some members of the City Council and staff may attend the meeting at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue. The City Council Chambers, however, will not be open to the Public. The meeting will be

broadcast using the Zoom platform as well as broadcasted live on the City's Facebook page.

To maximize public health and safety while still maintaining transparency and public access, members of the public can observe and participate in the meeting virtually via Zoom or follow the meeting live via the City's Facebook page. Public participation is highly encouraged using the virtual platform. Below is information on how the public may observe and participate in the meeting.

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

Join by phone 1-669-900-6833 Enter Meeting ID: 885 5072 9201 Passcode: 190022
OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88550729201?pwd=c3RVdWFLZEJDN2ZjdmxjTVlpeWVjdz09>

Passcode: 190022

To participate in the meeting by providing public comment via teleconference/video conference:

Live real-time verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public participation period for agenda items or during the public participation period for non-agenda items. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number.

Before the meeting: You can also submit your public comments for the record in advance by 4:30 pm the day of the meeting by email to shirley.quinones@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5714 within 48 hours of the meeting.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. COVID - 19 MEETING PROCEDURES** on page 1 of this agenda.

VI. PRESENTATIONS

VII. PUBLIC HEARING

INTRODUCTION FOR FIRST READING OF ORDINANCE NO. 21-03, BY TITLE ONLY AS FOLLOWS: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADDING ARTICLE 5 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO TITLE 6, CHAPTER 2, ADDING SECTION 8-20.03 TO TITLE 8, CHAPTER 20 AND ADDING SECTION 8-19.04 TO TITLE 8, CHAPTER 19 OF THE MAYWOOD MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

VIII. CONSENT CALENDAR

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

1. MINUTES OF NOVEMBER 10, 2021 CITY COUNCIL MEETING
2. RESOLUTION NO. 6205 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. MONTHLY CASH AND INVESTMENT REPORT TO COUNCIL OCTOBER 2021
4. CONSIDERATION OF A REQUEST FROM MAYWOOD ACADEMY HIGH SCHOOL BAND TO EXPAND THE USAGE OF THEIR AWARDED COMMUNITY BENEFIT FUND GRANT
5. CONSIDERATION OF RESOLUTION NO. 6206 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE APPLICATION FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION ("CAL FIRE")
6. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN (LRSP)
7. CONSIDERATION OF A RESOLUTION NO. 6207 OF THE CITY COUNCIL APPROVING PARTICIPATION IN THE TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR SAFE, CLEAN, WATER PROGRAM FUNDING

IX. DISCUSSION/ACTION ITEMS

8. CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES DODGERS FOUNDATION TO BUILD A DODGERS DREAMFIELD AT MAYWOOD PARK.
9. CONSIDERATION OF THE PROCUREMENT OF PREFABRICATED RESTROOM, BLEACHERS AND SHADE STRUCTURE THROUGH THE NATIONAL PURCHASING COOPERATIVE – BUYBOARD FOR THE MAYWOOD BASEBALL FIELD.
10. CONSIDERATION OF APPROVING A PAYMENT AGREEMENT BETWEEN CITY OF MAYWOOD AND CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) AND APPROPRIATE \$562,133.48 FROM THE GENERAL FUND

X. CLOSED SESSION

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

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section **III. COVID - 19 MEETING PROCEDURES** on page 1 of this agenda.

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, December 8, 2021 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: INTRODUCTION FOR FIRST READING OF ORDINANCE NO. 21-03, BY TITLE ONLY AS FOLLOWS: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADDING ARTICLE 5 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO TITLE 6, CHAPTER 2, ADDING SECTION 8-20.03 TO TITLE 8, CHAPTER 20 AND ADDING SECTION 8-19.04 TO TITLE 8, CHAPTER 19 OF THE MAYWOOD MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

RECOMMENDATION:

Staff recommends that the City Council open the public hearing for comments and waive full reading of Ordinance No. 21-03 and introduce and give first reading of Ordinance No. 21-03, by title only, as follows: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADDING ARTICLE 5 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO TITLE 6, CHAPTER 2, ADDING SECTION 8-20.03 TO TITLE 8, CHAPTER 20 AND ADDING SECTION 8-19.04 TO TITLE 8, CHAPTER 19 OF THE MAYWOOD MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

BACKGROUND:

Senate Bill 1383 (SB 1383) was signed into law in September 2016. In an effort to address climate change, and specifically short-lived climate pollutants, SB 1383 sets targets for reducing organic waste disposal in landfills and to reduce disposal of edible food. California Department of Resources Recycling and Recovery (CalRecycle) found 20 percent of the State's methane emissions to come from landfills and for organics such as food scraps, yard trimmings, paper and cardboard to make of half of what California disposes of in landfills.

SB 1383 establishes a statewide target to reduce organic waste disposal by 50% by 2020 and 75% by 2025 and a statewide target to redirect at least 20% of edible food that is currently disposed to people in need. To meet these targets, CalRecycle developed prescriptive regulations requiring local jurisdictions must adopt a mandatory and enforceable organics waste recycling ordinance by January 1, 2022. In addition, local jurisdictions are required to:

- Provide organic waste recycling services to all residents and businesses;
- Implement an edible food recovery program that recovers edible food from the waste stream;
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, and edible food recovery organizations;
- Procure recycled organic waste products like compost, mulch, and renewable natural gas; and,

- Maintain accurate and timely records of SB 1383 compliance for annual reporting requirements;
- Monitor compliance and conduct enforcement of the City's enforcement ordinance.

CalRecycle's regulations go into effect on January 1, 2022. SB 1383 allows cities to take an educational and non-punitive approach to enforcement for the first two years of the City's ordinance being in effect (2022 and 2023).

DISCUSSION:

The proposed ordinance is a critical element of the City's efforts to comply with SB 1383 and the corresponding Cal Recycle regulations. The proposed ordinance addresses key elements of SB 1383 compliance, including the following:

- Collection Services: All residences and commercial businesses, including multi-family residential dwellings will be automatically enrolled in the City's collection services for trash, recycling, and green waste. Food waste generated by residents and businesses will be collected in the gray trash container. Commercial businesses may apply for de minimis and physical space waivers if their organic waste collected in the blue or green containers is below a certain amount or the business does not have adequate space for all the collection containers.
- Commercial Edible Food Generators: These generators are required to recover the maximum amount of edible food that would otherwise be disposed in the waste stream and implement related programs. These generators are also required to maintain and provide records to City staff regarding their edible food recovery efforts.
- Food Recovery Organizations: These entities are required to maintain certain records related to their food recovery efforts, report amounts of edible food recovered to the City and provide information upon request to support the City's food recovery capacity.
- Haulers and Self Haulers: Haulers and Self-Haulers are required to transport trash, recycling, and organic waste to the appropriate facility that will accept and process such waste and to keep records of what they haul subject to inspection by the City.
- Procurement Requirements for Direct Service Providers and Vendors: Direct services providers and vendors are required under the ordinance to comply with the City's procurement policy for organics.
- Inspections and Investigations: The City or the City's designee is authorized to conduct investigations, including through remote monitoring, to confirm compliance. Regulated entities are required to provide access and cooperate with City staff or the City Designee during the process.
- Enforcement: Violation of any provision of the chapter shall constitute grounds for issuance of a penalty. Furthermore, fees may be assessed for container contamination.

- Model Water Efficient Landscape Ordinance (MWELo) Compliance: Entities subject to MWELo are required under the ordinance to at a minimum comply with certain provisions of MWELo, as in effect on September 15, 2015, including those related to compost and mulch.
- California Green Building Standards (CalGreen): Entities subject to CalGreen are required under the ordinance to at a minimum comply with certain provisions of CalGreen, as in effect on January 1, 2020, related to accommodating collection containers and treatment of organics commingled with construction and demolition debris.

If approved by City Council the ordinance will go into effect within 30 days of adoption but the codified portions of the Ordinance will not become operative until January 1, 2022 in alignment with the effective date of the CalRecycle regulations.

On August 26, 2020, the City Council approved a new collection services franchise agreement between the City and Universal Waste Systems. This franchise agreement addresses the relevant requirements of SB 1383.

The City is also working to update its procurement policies to be consistent with the new organics procurement requirements.

LEGAL REVIEW:

This report and the proposed Ordinance were drafted in collaboration with the City Attorney's Office.

FISCAL IMPACT:

There is no fiscal impact to the City due to adopting the proposed Ordinance. The passage of the Ordinance will have no direct impact on solid waste collection rates.

ATTACHMENT(S)

1. Ordinance 21-03 - SB 1383 Maywood
2. Proof of Publication - Ord 21-03

ORDINANCE NO. 21-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADDING ARTICLE 5 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO TITLE 6, CHAPTER 2, ADDING SECTION 8-20.03 TO TITLE 8, CHAPTER 20 AND ADDING SECTION 8-19.04 TO TITLE 8, CHAPTER 19 OF THE MAYWOOD MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City of Maywood, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California;

WHEREAS, Assembly Bill (“AB”) 939 of 1989, the California Integrated Waste Management Act of 1989, requires the City to reduce, reuse, and recycle (including composting), solid waste generated in the City to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment;

WHEREAS, AB 341 of 2011 places requirements on businesses, including multi-family property owners with five or more dwelling units, that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program;

WHEREAS, AB 1826 of 2014 requires businesses, including multi-family property owners with five or more dwelling units, that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, and requires the City to implement a mandatory commercial organics recycling program to divert organic waste from such businesses;

WHEREAS, AB 827 of 2019, with respect to certain businesses that offer products for immediate consumption, imposes requirements for on-site recycling and organic waste containers, including that these containers be placed adjacent to trash containers, be visible, easily accessible, and clearly marked. AB 827 further provides that certain businesses that arrange for gardening or landscaping services shall require the contract or work agreement between the business and the gardening or landscaping service require that the organic waste generated by those services be managed in compliance with Chapter 12.8 of Part 3 of Division 30 of the California Public Resources Code;

WHEREAS, Senate Bill (“SB”) 1383 of 2016, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (“CalRecycle”) to develop regulations to reduce organics in landfills as a source of methane. These regulations, adopted in 2020 (“SB 1383 Regulations”), place requirements on multiple entities including the City; single-family residential households; commercial businesses, including multi-family property owners with five or more dwelling units; commercial edible food generators; haulers, including self-haulers; food recovery organizations; and food recovery services to support achievement of statewide organic waste disposal reduction targets;

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations;

WHEREAS, this Ordinance implements the requirements of the SB 1383 Regulations;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

SECTION 1.

Chapter 2, Title 6 of the Maywood Municipal Code is hereby amended to add a new Article 5 (Mandatory Organic Waste Disposal Reduction) to read as follows:

“Article 5 – Mandatory Organic Waste Disposal Reduction

6-2.501 Definitions

For the purposes of this Article, the following words, terms, phrases, and their derivations have the meanings given herein. Terms not defined in this section and defined elsewhere in this Code shall have the same meanings herein unless the context otherwise requires. In the event of a conflict between a definition in this Code and a definition in 14 CCR Section 18982, the definitions in Section 18982 shall control for the purposes of this Article. Additionally, for the purposes of this Article, the definitions in 14 CCR Section 18982 shall control for terms used in this Article and not defined in this Code. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number. Unless otherwise specified herein, references to a statute or regulation means the statute or regulation, as amended, supplemented, superseded and replaced from time to time.

“Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used only for the purpose of storage and collection of Source Separated Recyclable Materials. Notwithstanding the foregoing, functional containers purchased prior to January 1, 2022 that are used for the storage and collection of Source Separated Recyclable Materials and that do not comply with the color requirements of 14 CCR Section 18982(a)(5) shall be deemed to be Blue Containers and are not required to be replaced until the end of the useful life of those containers or January 1, 2036, whichever is earlier.

“CalRecycle” means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing the SB 1383 Regulations on the City (and others).

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Article are preceded with a number that refers to the relevant title of the CCR (e.g., “14 CCR” refers to Title 14 of the CCR).

“City” means the City of Maywood.

“City Manager” means the City Manager of the City or his/her designee.

“Collector” means an individual, partnership, joint venture, unincorporated private organization, or private corporation regularly engaged in the business of providing collection services and operating under the provisions of a franchise or collection agreement approved by the City Council of the City authorizing the exclusive or non-exclusive right to provide Solid Waste, including recycling services and organic waste, services.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling; or, as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Article.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined herein. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance Review” means a review of records by the City to determine compliance with this Article.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined in 14 CCR Section 18982(a)(8).

“Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility; or, as otherwise defined in 14 CCR Section 17896.2(a)(4).

“Compostable Plastics” means plastic materials that meet the ASTM D6400 standard for compostability; or, as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants; or, as otherwise defined in 14 CCR Section 18982(a)(55).

“County” means the County of Los Angeles.

“C&D” means construction and demolition debris including discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project; and remnants of new materials, including but not limited to cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.

“Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Article as authorized in 14 CCR Section 18981.2; or, as otherwise defined

in 14 CCR Section 18982(a)(15). A Designee may be a government entity, a Collector, a Hauler, a private entity, or a combination of those entities.

“Edible Food” means food intended for human consumption; or, as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Article or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Article or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the City to address non-compliance with this Article including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies; or, as otherwise defined in 14 CCR Section 18982(a)(19).

“Enforcement Official” means the City Manager, chief operating officer, executive director, Regional or County Agency Enforcement Official, or other executive in charge or the City’s authorized Designee who is/are partially or wholly responsible for enforcing this Article.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City’s Enforcement Official’s or its Designee’s, reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the Public Resources Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores; or, as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities; or, as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the State Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the State Health and Safety code; and

- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the State Health and Safety Code;

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or, as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations; or, as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

“Generator” means a person or entity that is responsible for the initial creation of Solid Waste, and with respect to Organic Waste, means a person or entity that is responsible for the initial creation of Organic Waste; or, as otherwise defined in 14 CCR Section 18982(a)(48).

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Mixed Waste. Notwithstanding the foregoing, functional containers purchased prior to January 1, 2022 that are used for the storage and collection of Mixed Waste and that do not comply with the color requirements of 14 CCR Section 18982(a)(28), shall be deemed to be Gray Containers and are not required to be replaced until the end of the useful life of those containers or January 1, 2036, whichever is earlier.

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste. Notwithstanding the foregoing, functional containers purchased prior to January 1, 2022 that are used for the storage and collection of Source Separated Green Container Organic Waste and that do not comply with the color requirements of 14 CCR Section 18982(a)(29) shall be deemed to be Green Containers and are not required to be replaced until the end of the useful life of those containers or January 1, 2036, whichever is earlier.

“Green Waste” means leaves, grass, weeds, landscape and pruning waste, and wood materials from trees and shrubs and similar materials.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments; or, as otherwise defined in 14 CCR Section 18982(a)(30).

“Hauler” means a person or entity who collects material from a Generator and delivers it to a reporting entity, end user, or a destination outside of the State. “Hauler” includes Collectors, public contract haulers, Food Waste Self-Haulers, and Self-Haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.”

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area; or, as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where the City or its Designee reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Article; or, as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or, as otherwise defined in 14 CCR Section 18982(a)(38).

“Large Venue,” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility; or, as otherwise defined in 14 CCR Section 18982(a)(39). For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of the City’s regulations related to Solid Waste; or, as otherwise defined in 14 CCR Section 18982(a)(40).

“Mixed Waste” or “Mixed Waste Organic Collection Stream” means Organic Waste, including Food Waste, collected in a container that is required by 14 CCR Section 18984.1, 18983.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility; or, as otherwise defined in 14 CCR Section 17402(a)(11.5).

“Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process; or, as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics and glass; or, as otherwise defined in 14 CCR Section 18982(a)(43).

“Notice of Violation” or “NOV” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties; or, as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges; or, as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or, as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Paper” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or, as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants,” means the following unless otherwise defined in 14 CCR Section 18982(a)(55):

- (1) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Blue Container;
- (2) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Green Container, including carpet, hazardous wood waste and Non-Compostable Paper;

- (3) discarded materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials to be placed in the Blue Container and/or Source Separated Green Container Organic Waste to be placed in the Green Container; and,
- (4) Excluded Waste placed in any container.

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b); or, as otherwise defined in 14 CCR Section 18982(a)(49).

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber; or, as otherwise defined in 14 CCR Section 18982(a)(61).

“Regional Agency” means regional agency as defined in Public Resources Code Section 40181.

“Regional or County Agency Enforcement Official” means a Regional Agency or county agency enforcement official, which the City may designate with responsibility for enforcing the ordinance in conjunction or consultation with the City’s Enforcement Official.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption; or, as otherwise defined in 14 CCR Section 18982(a)(64).

“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras; or, as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor of the State on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the State Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the State Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of 14 CCR and 27 CCR.

“Self-Hauler” means a person or entity, who, in compliance with all applicable requirements of this Article, hauls Solid Waste, Organic Waste or recyclable materials he or she has generated to another person or entity, provided such hauling is undertaken through the use of the person or entity’s own equipment and employees and does not include the contracting or subcontracting of hauling services with any third party, including but not limited to, any Hauler that is not franchised, licensed, or

permitted to perform any variety of solid waste handling services within the City; or, as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a person or entity who back-hauls waste. Back-Haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment; or, as otherwise defined in 14 CCR Section 18982(a)(66)(A).

"Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

"Solid Waste" unless otherwise defined in State Public Resources Code Section 40191, means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code.

"Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace; or, as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Article, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Mixed Waste or other Solid Waste for the purposes of collection and processing of those materials.

"Source Separated Blue Container Organic Waste" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the collection of that Organic Waste and Non-Organic Recyclables; or, as otherwise defined by 14 CCR 17402(a)(26.7) and 18982(a)(43) or specified in 14 CCR Section 18984.1 (a) and (b) or Section 18984.2 (a)(2). Source Separated Blue Container Organic Waste includes Paper Products, Printing and Writing Paper, wood and dry lumber and textiles unless otherwise specified by the City but excludes Source Separated Green Container Organic Waste.

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container, including Green Waste, that is limited to the collection of that Organic Waste; or as otherwise specified in 14 CCR 18984.1 (a) and (b), and excludes Food Waste and Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items; or, as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- (1) Supermarket;
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet;
- (3) Food Service Provider;
- (4) Food Distributor; or,
- (5) Wholesale Food Vendor.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following; or, as otherwise defined in 14 CCR Section 18982(a)(73):

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet;
- (2) Hotel with an on-site Food Facility and 200 or more rooms;
- (3) Health facility with an on-site Food Facility and 100 or more beds;
- (4) Large Venue;
- (5) Large Event;
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet; or
- (7) A Local Education Agency facility with an on-site Food Facility.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared

for distribution to a retailer, warehouse, distributor, or other destination; or, as otherwise defined in 14 CCR Section 189852(a)(76).

6-2.502. Compliance with SB 1383 and SB 1383 Regulations

Generators, Commercial Edible Food Generators, Food Recovery Organizations, Food Recovery Services, Haulers, and owners of facilities, operations and activities that recover Organic Waste are subject to SB 1383 and the SB 1383 Regulations. The foregoing shall fully comply with all applicable requirements of SB 1383, SB 1383 Regulations, this Article, and any collection agreement in effect. In the event of a conflict between the provisions of this Article and other provisions of this Code, the provisions of this Article shall control. In the event of a conflict between the provisions of the SB 1383 Regulations and the provisions of this Article, the SB 1383 Regulations shall control.

6-2.503. Requirements for Single-Family Generators

Single-Family Generators shall comply with the following requirements, except Single-Family Generators that meet the Self-Hauler requirements of this Code:

- (a) Subscribe to, and be automatically enrolled in, the City's three-container (Gray Container, Green Container, and Blue Container) collection services for Mixed Waste, Source Separated Green Container Organic Waste, and Source Separated Recyclable Materials as described below in Section 6-2.503 (b). The City shall have the right to review the number and size of a Generator's containers to evaluate adequacy of container capacity provided for each type of collection service for proper separation of materials and containment of materials; and Single-Family Generators shall adjust their service level for their collection services as requested by the City.
- (b) Participate in the City's three-container collection services by placing designated materials in designated containers as described in this paragraph, and not place Prohibited Container Contaminants in collection containers. Generators shall place only Source Separated Green Container Organic Waste in the Green Container; only Source Separated Recyclable Materials in the Blue Container; and all other Solid Waste (including Mixed Waste and Food Waste) except Excluded Waste, in the Gray Container.
- (c) Nothing in this Section prohibits Single-Family Generators from preventing or reducing waste generation, managing Organic Waste on site and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

6-2.504. Requirements for Commercial Business Generators, including Multi-Family Residential Dwellings

- (a) Except Commercial Businesses, including Multi-Family Residential Dwellings, that meet the Self-Hauler requirements of this Code, Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall comply with the following requirements:
 - (1) Subscribe to, and be automatically enrolled in the City's three-container (Gray Container, Blue Container and Green Container) collection services for Mixed Waste,

Source Separated Green Container Organic Waste, and Source Separated Recyclable Materials and comply with requirements of those services as described in subsection (a)(2) of this section. The City shall have the right to review the number and size of a Generator's containers, the type of collection service, and frequency of collection to evaluate adequacy of container capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses, including Multi-Family Residential Dwellings, shall adjust their service level for their collection services as requested by the City.

- (2) Participate in the City's three-container collection services by placing designated materials in designated containers as described in this paragraph, and not placing Prohibited Container Contaminants in collection containers. Generators shall place only Source Separated Green Container Organic Waste in the Green Container; only Source Separated Recyclable Materials in the Blue Container; and all other Solid Waste(including Mixed Waste and Food Waste) except Excluded Waste, in the Gray Container.

(b) Except for Multi-Family Residential Dwellings, Generators that are Commercial Businesses, shall comply with the following requirements:

- (1) Provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers shall be adjacent to disposal containers and visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved de minimis waiver per Section 6-2.505, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Commercial Business shall have either:
 - (i) A body or lid that conforms with the container colors provided through the collection service provided by the City. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (ii) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container; or, as otherwise provided in 14 CCR Section 18984.8.
- (2) Prohibit employees from placing materials in a container not designated for those materials per the City's collection service or, if self-hauling, per the Commercial

Businesses' instructions to support its compliance with its self-haul program in accordance with Section 6.2-509.

- (3) Periodically inspect Blue Containers, Gray Containers, and Green Containers, for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (c) All Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall comply with the following requirements.
- (1) Provide or arrange for collection services consistent with this Article for employees, contractors, tenants, and customers and supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors conforming to subsection(b)(1) of this section for employees, contractors, tenants, and customers, consistent with the City's collection service and Article 3 of Chapter 12 of Division 7 of Title 14 of the CCR; or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 6-2.509.
 - (2) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Recyclable Materials, and Source Separated Green Container Organic Waste.
 - (3) Provide information as described in subsection (c)(2) of this section before or within fourteen (14) days of occupation of the premises to new tenants.
 - (4) Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 6.2-511 to confirm compliance with the requirements of this Article.
 - (5) Accommodate and cooperate with the City's Remote Monitoring program, if applicable, for Inspection of the contents of containers for Prohibited Container Contaminants to evaluate Generator's compliance.
 - (6) If generating two (2) cubic yards or more of total Solid Waste per week (or other threshold defined by the State), require that any contract or work agreement between the owner, occupant, or operator of the Commercial Business and a gardening or landscaping service specify that the Organic Waste generated by those services be managed in compliance with Chapter 12, Part 3, Division 30 of the Public Resources Code.
- (d) Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, may receive waivers pursuant to Section 6-2.505 for some requirements of this section.
- (e) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements of this Code, including Section 6.2-509.

- (f) Nothing in this Section prohibits Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (g) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 6.2-506.

6-2.505. Waivers for Generators

- (a) The City, at its discretion and in accordance with 14 CCR Section 18984.11 or as otherwise authorized by CalRecycle, may grant one or more of the following types of waivers to a Generator of Organic Waste.
 - (1) De Minimis Waivers. The City may waive a Commercial Business' (including Multi-Family Residential Dwellings) obligations to comply with some or all of the Organic Waste requirements of this Article if the Commercial Business provides documentation, or the City has evidence demonstrating, that the Commercial Business meets one of the following criteria:
 - (i) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (ii) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (2) Physical Space Waivers. The City may waive a Commercial Business', including Multi-Family Residential Dwellings, or property owner's obligations to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements of this Article if the City has evidence from its own staff, a Collector, a Hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this Article.
- (d) Review and Approval of Waivers.
 - (1) Commercial Businesses, including Multi-Family Residential Dwellings, requesting a waiver shall submit a completed application form to the City for a waiver specifying the waiver type requested, type of collection services for which they are requesting a waiver, the reason for such waiver, and documentation supporting such request. Commercial Businesses, including Multi-Family Residential Dwellings who so request a waiver shall reapply to the City for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the

City. Failure to submit a completed application shall equate to an automatic denial of said application.

- (2) Upon waiver approval, the City shall specify the duration for which the waiver is valid.
- (3) A waiver holder shall notify City if circumstances change such that such waiver holder may no longer qualify for the waiver granted, in which case a waiver will be rescinded.
- (4) Any waiver holder must cooperate with the City for any on-site assessment of the appropriateness of the waiver.
- (5) The City shall revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.

6-2.506. Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators, not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:
 - (A) the collection of Edible Food for Food Recovery; or,
 - (B) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records kept pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

- (A) A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
- (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
- (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) No later than February 1 of each year commencing on February 1, 2023 for Tier One Commercial Edible Foods Generators and on February 1, 2025 for Tier Two Commercial Edible Food Generators, Commercial Edible Food Generators shall provide a Food Recovery report to the City that includes the following information:
 - (1) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (2) The quantity of food, measured in annual pounds recovered, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
 - (3) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (4) Any additional information required by the City or the City's Designee.
- (e) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State on September 25, 2017, which added Article 13 (commencing with Section 49580) to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and amended Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time.

6-2.507. Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform Generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than February 1 of each year, commencing in 2022.
- (e) Food Recovery Capacity Planning

Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

6-2.508. Requirements for Haulers, Facility Operators and Community Composting Operations

- (a) Requirements for Haulers. Haulers, including Collectors, permitted Haulers, and licensed Haulers providing residential, Commercial, or industrial Organic Waste collection services and/or and Source Separated Recyclable Materials collection services to Generators within the City's boundaries shall meet the requirements of 14 CCR Division 7, Chapter 12 and the following requirements as conditions of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (1) Through written notice to the City annually on or before January 31, identify the facilities to which they will transport Organic Waste, including facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste and Mixed Waste.
 - (2) Comply with the applicable requirements of 14 CCR, Division 7, Chapter 12, Article 3.
 - (3) Transport Source Separated Recyclable Materials, Mixed Waste, and, as applicable, Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (4) Obtain applicable approval of the City pursuant to 14 CCR Section 18988.1 and keep a record of the documentation of its approval by the City.
- (b) Haulers, including any Collector, permitted Hauler, and licensed Hauler, authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license or other agreement approved by the City Council of the City or granted or issued by the City.
- (c) Except as otherwise specified in an applicable franchise or collection agreement, all Haulers, including permitted Haulers and licensed Haulers, shall provide the City with quarterly reports on the dates described in subsection (d) of this section of the amount of Organic Waste and Source Separated Recyclable Materials delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste or Source Separated Recyclable Materials. This report shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.

- (2) The amount of material in cubic yards or tons transported by the Hauler to each entity.
- (3) Notwithstanding subsections (c)(1) and (c)(2) of this section, if the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (4) The location of the facilities to which the Organic Waste and/or Source Separated Recyclable Materials were taken during the previous quarter.

(d) The quarterly reporting periods described in subsection 6-2.508(c) shall be as follows:

<i>Reporting Period</i>	<i>Due Date</i>
January 1—March 30	May 1
April 1—June 30	August 1
July 1—September 30	November 1
October 1—December 31	February 1

- (e) Subsections (a)-(d) of this section are not applicable to a Hauler that is transporting Source Separated Organic Waste, consistent with Article 1, Chapter 9, Part 2, Division 30, commencing with Section 41950 of the Public Resources Code, to a Community Composting site or that is lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1 and applicable requirements of this Code.
- (f) Requirements for Facility Operators and Community Composting Operations
 - (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide the City information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
 - (2) Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days, unless a shorter timeframe is otherwise specified by the City.

6-2.509. Self-Hauler Requirements

In addition to any other requirements for Self-Haulers contained in this Code:

- (a) Self-Haulers of Organic Waste shall comply with the requirements in 14 CCR Section 18988.3.
- (b) Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1(a), or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (c) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall complete and retain on-site a self-hauling form certifying that all self-hauling activities will be completed in accordance with this Article or any other applicable law or regulation. A copy of such form shall be submitted to the City and updated annually with business license renewals and shall be available to the City upon request.
- (e) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of and provide the City with quarterly reports on the dates described in subsection 6-2.509(f) of the amount of Organic Waste and Source Separated Recyclable Materials delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste or Source Separated Recyclable Materials. The records and reports shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the Generator to each entity.
 - (3) Notwithstanding subsection (e)(1) and (e)(2) of this section, if the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of, and report on, the entities that received the Organic Waste.
 - (4) The location of the facilities to which the Organic Waste and/or Source Separated Recyclable Materials were taken during the previous quarter.
- (f) The quarterly reporting periods described in Section 6-2.509(e) shall be as follows:

<i>Reporting Period</i>	<i>Due Date</i>
January 1—March 30	May 1
April 1—June 30	August 1

July 1—September 30	November 1
October 1—December 31	February 1

- (g) A Single-Family Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in subsections (e) and (f) of this section.

6-2.510. Procurement Requirements for Direct Service Providers and Vendors

Direct service providers to the City and all vendors providing Paper Products and Printing and Writing Papers must comply with the City's policy regarding recovered organic waste product procurement, including Recycled-Content Paper procurement.

6-2.511. Inspections and Investigations by the City

- (a) City representatives or the City's Designee, including a Collector, are authorized to conduct Inspections and Investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Article by Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City, its Designees or agents to enter the interior of a private residential property for inspection. For the purposes of inspecting Commercial Business containers for compliance with this Article, the City may conduct container Inspections, including using Remote Monitoring, for Prohibited Container Contaminants.
- (b) A regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City representative, the City's Designee or Collector during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Article described herein. Failure to provide or arrange for:
- (1) access to an entity's premises;
 - (2) installation and operation of Remote Monitoring equipment; or,
 - (3) access to records for any Inspection or investigation
- is a violation of this Article and may result in penalties described herein.
- (c) Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in State Government Code Section 6250 et seq.

- (d) The City representative, the City's Designees, a Collector and agents are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Article, subject to applicable laws.
- (e) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints in accordance with 14 CCR Section 18995.3.

6-2.512. Enforcement

- (a) Violation of any provision of this Article shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the Enforcement Official. Enforcement Actions under this Article are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines set forth in Chapter 2 of Title 1 of this Code are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Article and any rule or regulation adopted pursuant to this Article, except as otherwise indicated in this Article.
- (b) Enforcement pursuant to this Article may be undertaken by the Enforcement Official.
- (c) Process for Enforcement
 - (1) City Enforcement Officials and/or Designee will monitor compliance with the chapter through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. City Enforcement Officials and/or their designee may also monitor compliance with the chapter randomly. Section 6-2.511 City code establishes City's right to conduct Inspections and investigations.
 - (2) For incidences of Prohibited Container Contaminants found in containers, City or its Designee will issue an informational notice of contamination to any Generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 15 days after determining that a violation has occurred. If the City or its Designee observes Prohibited Container Contaminants in a Generator's containers on more than two (2) consecutive occasion(s), the City or the City's Designee may assess contamination processing fees or the City may assess contamination penalties on the Generator.
 - (3) With the exception of violations of contamination of container contents, City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
 - (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Chapter 1.24 and 1.28 of this Code.

Notices shall be sent to “owner” at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Residential Dwelling or Commercial Business, depending upon available information.

(d) Penalty Amounts for Types of Violations

For the purposes of this Article, the penalty levels for violations of the provisions are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

(e) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.”

(f) Appeals

Administrative citations or fines imposed under this Article may be appealed pursuant to Section 1-4.01.

Section 2.

Chapter 20, Title 8 of the Maywood Municipal Code is hereby amended by adding a new Section 8-20.03 to read as follows:

“8-20.03 Additional Requirements

Notwithstanding any other provision in this code, property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections

492.6(a)(3)(B) (C), (D), and (G) of the Model Water Efficient Landscape Ordinance, including sections related to use of Compost and mulch, as amended on September 15, 2015.”

Section 3.

Chapter 19, Title 8 of the Maywood Municipal Code is hereby amended by adding a new Section 8-19.04 to read as follows:

“8-19.04. Organics Recycling Requirements

In addition to any other requirements of this chapter, the following requirements also apply:

- (a) For projects covered by the California Green Building Standards Code, 24 CCR, Part 11, the applicants must, as a condition of the City’s permit approval, comply with the following:
 - (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
 - (2) Where new commercial construction or additions will result in more than 30% of the floor area, provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020.
- (b) For Organic Waste commingled with C&D, the requirements of 24 CCR Sections 4.408.1 and 5.408.1, as amended July 1, 2019 and effective January 1, 2020 shall be complied with.”

Section 4. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to

whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 6. Operative Date. Sections 1, 2, and 3 of this Ordinance shall become operative on January 1, 2022.

Section 7. Effective Date of Ordinance. This Ordinance shall take effect and be in force thirty (30) days after its passage.

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Maywood this ____ day of _____, 2021.

Ricardo Lara, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

BELL/MAYWOOD INDUSTRIAL POST

This space for filing stamp only

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90015
Telephone (323) 556-5720 / Fax (213) 835-0584

SHIRLEY QUINONES
CITY OF MAYWOOD/ CITY CLERK
4319 E SLAUSON AVE
MAYWOOD, CA - 90270

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: ORD - ORDINANCE PUBLICATION

Ad Description:
ORDINANCE NO. 21-03

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the BELL/MAYWOOD INDUSTRIAL POST, a newspaper published in the English language in the city of BELL, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 08/18/1925, Case No. 175623. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/11/2021

Executed on: 11/11/2021
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

PRE#: 3528557

NOTICE OF PROPOSED ADOPTION OF ORDINANCE NO. 21-03 OF THE CITY OF MAYWOOD, CALIFORNIA, ADDING ARTICLE 5 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO TITLE 6, CHAPTER 2, ADDING SECTION 6-8.06 TO TITLE 6, CHAPTER 8 AND ADDING SECTION 8-19.04 TO TITLE 8, CHAPTER 19 OF THE MAYWOOD MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

PLEASE TAKE NOTICE that on November 24, 2021, at 7:00 p.m., or as soon thereafter as the matter may be heard through the Zoom platform (see below for participation options) and broadcasted live on the City's Facebook page. The City Council of the City of Maywood will consider adopting its Ordinance No. 21-03 entitled An Ordinance of the City Council of the City of Maywood Adding Article 5 (Mandatory Organic Waste Disposal Reduction) to Title 6, Chapter 2; Adding Section 6-8.06 to Title 6, Chapter 8; and Adding Section 8-19.04 to Title 8, Chapter 19 of the Maywood Municipal Code and Making a Determination of Exemption under CEQA.

Zoom Information: Join by phone 669-900-6833
Meeting ID: 885 5072 9201 Passcode: 190022 or by
webinar:
<https://us02web.zoom.us/j/88550729201?pwd=c3RvZWFLZEJDN2ZldmxiTVlpeWVjZ09>

A summary of this Ordinance follows:

The Ordinance adds a new Article 5 to Chapter 2 of Title 6 entitled "Mandatory Organic Waste Disposal Reduction," and adds Section 6-8.06 and Section 8-19.04 to the Maywood Municipal Code to incorporate the organic waste requirements into those sections and will be effective thirty (30) days after its passage. Pursuant to Senate Bill 1383 ("SB 1383"), the Department of Resources Recycling and Recovery ("CalRecycle") developed regulations to reduce organics in landfills as a source of methane. Such regulations impose requirements on cities to adopt and enforce an ordinance to implement relevant provisions of the SB 1383 regulations. Therefore, this Ordinance implements a mandatory organic recycling program that requires all businesses, residents and multifamily apartments to have access to recycling programs that capture food scraps, landscaping waste, among other organic waste materials. As such, this Ordinance adopts requirements for (1) mandatory organic waste disposal reductions for single-family, multi-family, and commercial business generators, (2) commercial edible food generators, (3) food recovery organizations and services, (4) haulers (including self-haulers and haulers that are solid waste enterprises), facility operators, and community composting organizations, (5) inspections and investigations by the City, (6) compliance with the California Green Building Standards Code, Part 11 of Title 24 of the California Code of Regulations ("CR" ("LGreen" and (7) the State Model Water Efficient Landscape Ordinance (23 CCR, Division 2, Chapter 2.7).

Information regarding the foregoing Ordinance and copies of the Maywood Municipal Code are on file with the City Clerk and open to public inspection with an appointment. You may contact the City Clerk's Office at 323-562-5714 to receive a copy of the Ordinance by email or to make an appointment to review the Ordinance at City Hall located at 4319 E. Slauson Avenue, Maywood

during regular business hours (Monday through Friday from 8 a.m. to 5 p.m.) by appointment only.

BY ORDER OF THE CITY CLERK of the City of Maywood, California.

Shirley Quinones, Deputy City Clerk
City of Maywood, California
DATED: November 5, 2021 PUBLISH: November 11, 2021
11/11/21
PRE-3528557#
BELL/MAYWOOD INDUSTRIAL POST



AGENDA 1
ITEM NO. _____

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

WEDNESDAY, NOVEMBER 10, 2021 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Lara called the meeting to order, approximately 7:09 p.m.

II. CITY OFFICIALS

MAYOR

Ricardo Lara (present)

CITY CLERK

Flor Aguiluz (teleconference)

MAYOR PRO TEM

Heber Marquez (present)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Frank Garcia (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Hrant Manuelian, Finance Director (present)

Steve Fowler, Director of Building and Planning (present)

Shirley Quinones, Deputy City Clerk (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS ARE NOT OPEN TO THE PUBLIC pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

Observers were able to view the meeting livestreamed via the City's Facebook at: <https://www.facebook.com/cityofmaywood> or by zoom at:

Teleconference 1-669-900-6833 Meeting ID: 885 3101 0388 Passcode: 760395 or

Live real-time verbal public comments were made by members of the public joining the meeting via the Zoom platform.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

The following spoke on Agenda items:

1. David Perez (via teleconference)

VI. PRESENTATIONS

PROCLAMATION RECOGNIZING NATIONAL ALZHEIMER'S AWARENESS MONTH

Mayor Lara proclaimed November 2021 as National Alzheimer's Awareness Month for the City of Maywood.

CITY OF MAYWOOD VOCATIONAL/TECHNICAL SCHOOL AND APPRENTICE SCHOLARSHIP AWARDED TO MILAGROS LYDE.

Mayor Lara presented a Certificate of Scholarship awarded to Milagros Lyde.

SHERIFF'S UPDATE

Deputy Aguayo presented crime trends in the City of Maywood.

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF OCTOBER 27, 2021 CITY COUNCIL MEETING

Motion to approve the Minutes of the October 27, 2021 City Council Meeting by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

2. 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

Motion to adopt Resolution No. 6203 of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency approving the Warrants for Payment by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

3. REVENUE REPORT FROM JULY - OCTOBER 2021

Motion to receive and file Revenue Report from July - October 2021.

4. AWARD PROFESSIONAL SERVICES AGREEMENT TO HUNSAKER & ASSOCIATES IRVINE, INC. FOR THE ENGINEERING AND DESIGN SERVICES FOR SEWER IMPROVEMENTS ON 52ND STREET BETWEEN FISHBURN AVENUE AND 52ND PLACE AND 52ND PLACE BETWEEN 52ND STREET AND CUDAHY AVENUE PROJECT

Motion to (a) Award a Professional Services Agreement between the City of Maywood and Hunsaker & Associates Irvine, Inc. for the Engineering and Design Services for Sewer Improvements on 52nd Street between Fishburn Avenue and 52nd Place and 52nd Place between 52nd Street and Cudahy Avenue Project for \$59,995; (b) Authorize the Mayor to execute the Agreement in a form approved by the City Attorney; (c) Authorize the City Manager to approve any amendments to the Agreement to facilitate the scope of work deemed necessary including but not limited to amendments related to change orders up to the amount set forth in Section 304.08. by De La Riva. Second by Garcia. Council members De La Riva and Torres recused themselves from voting. AYES: Garcia, Marquez, Lara. PASSES.

The City Attorney announced that Council Members De La Riva and Torres recused themselves from voting on the item because each owns property within 1,000 feet of the location of the improvements. The City Attorney stated she believes there was an exemption to allow the councilmembers to participate but because she just learned of this information, she advised that the conservative approach was to recuse themselves from the item as there was not enough time to fully analyze the information. The City Attorney also stated that pursuant to the FPPC rules, if the item stays on the Consent Calendar, the councilmembers do not need to leave the room and can participate on the rest of the Consent Calendar and just note the recusal for the record.

5. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY TO DETERMINE WHETHER THE LEGISLATIVE BODIES OF THE CITY OF MAYWOOD WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

Motion to continue the authorization of Public Meetings of the City's Legislative Bodies to be held via teleconferencing pursuant to Government Code Section 54953(e) and make findings and determinations regarding the same by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

6. A RESOLUTION OF THE CITY OF MAYWOOD DECLARING ITEMS SURPLUS PROPERTY AND AUTHORIZING THOSE ITEMS FOR DISPOSAL
Motion to adopt Resolution No. 6204 declaring obsolete electronic equipment as surplus and authorizing its disposal by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES
7. CONSIDERATION OF REJECTING BIDS AND AUTHORIZATION TO RE-ADVERTISE AQUATIC CENTER POOL REPLASTERING PROJECT
Motion to reject all bids and authorize staff to re-advertise Aquatic Center Pool Replastering Project bids.
8. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COMCATE SOFTWARE, INCORPORATED (COMCATE) TO PROVIDE BUILDING AND CODE ENFORCEMENT SOFTWARE AND SUPPORT
Motion to award a Professional Services Agreement with Comcate Software, Incorporated (Comcate) in a not to exceed amount of \$33,694 for the first year for implementation and software and a not to exceed amount of \$16,544 for the annual license plus a 2.5% compounded yearly increase to provide building and code enforcement software and support by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

IX. DISCUSSION/ACTION ITEMS

None

X. CLOSED SESSION

None

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

The following spoke on Non-Agenda items:

1. David Perez (via teleconference)
2. Veronica Guardado (via teleconference)

XII. ADJOURNMENT

Meeting adjourned in the Honor of all Veterans at approximately 7:52 p.m. to the Regular City Council on Wednesday, November 24, 2021 at 7:00 p.m.

Ricardo Lara, Mayor

ATTEST:

Flor Aguiluz, City Clerk

RESOLUTION NO. 6205

**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 \$778,300.80 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 24th day of November, 2021.

Ricardo Lara, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

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

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6205 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 24th day of November, 2021 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, November 24, 2021

Accounts Payable

Amount

Accounts Payable prepaid warrants for payment: Checks No. 089057 - 089066	\$ 25,182.04
Accounts Payable regular warrants for payment: Checks No. 089067 - 089093	\$ 533,532.28
Sub-total	\$ 558,714.32

Wire Transfers/ACH Transactions

11/03/21	8x8 Inc - Monthly Phone Maintenance	\$ 409.18
11/10/21	Unemployment Benefit Ending 9/30/2021	\$ 1,502.00
11/10/21	Payroll Pay Period - 10/24/2021 - 11/6/2021	\$ 44,402.28
11/10/21	CalPERS Employer Contribution - 10/24/2021 - 11/6/2021	\$ 6,605.60
11/10/21	CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 129,862.92
11/10/21	CalPERS Health Premium November 2021	\$ 35,595.86
11/15/21	US Bank - Analysis Service Charge	\$ 1,208.64
Sub-total		\$ 219,586.48

Total Demands	\$ 778,300.80
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City of Maywood
Detail Warrants for Payment
Warrants No. 089057 to 089093

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089057	P	11/16/2021	Brinks, Inc.	180.37	November 2021 Cash Handling Services	General Fund - 01
089058	P	11/16/2021	Occupational Health Centers of CA	98.50	Pre-Placement Physicals	General Fund - 01
089059	P	11/16/2021	Dewey Pest Control	137.00	November 2021 Pest Control	General Fund - 01
089060	P	11/16/2021	FedEx Office Customer Administrative Services	852.50	Printing & Shipping for Newsletter November - December 2021	General Fund - 01
089061	P	11/16/2021	Mapcon Technologies, Inc.	83.00	Mapcon Building and Planning Software November 2021	General Fund - 01
089062	P	11/16/2021	Maywood Car Wash	325.99	Car Wash October 2021 (Car Wash & Gas)	General Fund - 01
089063	P	11/16/2021	Mil Flores Design	150.00	Wreath for Veterans Day Ceremony	General Fund - 01
089064	P	11/16/2021	Southern California Edison	22,986.71	Various Locations 09-23-2021 to 10-24-2021	General Fund - 01
089065	P	11/16/2021	The Home Depot Pro	348.10	Building Maintenance	General Fund - 01
089066	P	11/16/2021	Vernon, City of	19.87	Slauson & Downey 09-09-2021 to 10-07-2021	General Fund - 01
089067		11/16/2021	Amazon Capital Services	895.01	Veterans Day Ceremony Supplies	General Fund - 01
089068		11/16/2021	Active Universal Capital, LLC	1,930.32	Crossing Guard Services - Maywood Elementary October 2021	Gas Tax - 04
089069		11/16/2021	Amigos Del Los Rios	12,120.00	Maywood Watering Services (June 2021 - September 2021)	General Fund - 01
089070		11/16/2021	California Association of Code Enforcement Officers	95.00	Associate Membership Dues Code Enforcement	General Fund - 01
089071		11/16/2021	California Consulting, Inc.	3,250.00	Grant Writing Services: November 2021	General Fund - 01
089072		11/16/2021	Calmex Graphics	577.07	Business Cards City Staff	General Fund - 01
089073		11/16/2021	Colantuono, Highsmith & Whatley, PC	47.88	Under Collection of Utility User Taxes SCE	General Fund - 01
089074		11/16/2021	Crosstown Electrical & Data, Inc.	2,770.75	Preventive Maintenance October 2021	Street Lighting Fund - 62
089075		11/16/2021	Daily Journal Corporation	380.00	Publication of Official Notices	General Fund - 01
089076		11/16/2021	Dave And Frank Automotive	20.00	City Fleet Vehicle Nissan Leaf Tire Repair	General Fund - 01
089077		11/16/2021	Diana Cho & Associates	2,720.00	CDBG Consulting September and October 2021	CDBG - 16
089078		11/16/2021	Elim HVAC	600.00	Building Maintenance	General Fund - 01
089079		11/16/2021	Expert Building Maintenance LLC	8,222.50	City Hall/Police Station/Parks October 2021	General Fund - 01
089080		11/16/2021	George Hill Company	126.00	City Claims/Adjuster October 2021	General Fund - 01
089081		11/16/2021	Graffiti Protective Coatings	1,470.00	October 2021 Bus Shelter Maintenance	General Fund - 01
089082		11/16/2021	Innovative Fence, Inc.	1,987.00	Welding Riverfront Park	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089057 to 089093

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089083		11/16/2021	L.B. Johnson Hardware Co.	332.01	Building Maintenance	General Fund - 01
089084		11/16/2021	LGP Equipment Rentals	230.05	Sidewalk Maintenance	Gas Tax - 04
089085		11/16/2021	Metro Transit Services	35,051.22	Public Transportation Services Express & Dial-A-Ride October 2021	Prop A - 09
089086		11/16/2021	Municipal Waste Solutions	13,205.00	Solid Waste Consulting October 2021	General Fund - 01
089087		11/16/2021	National Plant Services, Inc.	2,100.00	Clean Hot Spot & Siphon Randolph & Heliotrope 09-10-2021	Sewer Fund - 35
089088		11/16/2021	North Star Landcare	9,831.25	Landscape Services October 2021	General Fund - 01
089089		11/16/2021	Perez Plumbing Appliance Repair & Contractor	550.00	Building Maintenance	Gas Tax - 04
089090		11/16/2021	Roadline Products, Inc.	555.13	Street Maintenance	Gas Tax - 04
089091		11/16/2021	Sheriff's Department	429,216.63	Public Safety Services September 2021 Public Safety Saturation Patrol August 03, 2021	General Fund - 01
089092		11/16/2021	Transtech Engineers, Inc	4,771.00	CIP Riverfront Park Outdoor Fitness Install CIP PMP Update (Pavement Mgmt Program) RFP	General Fund - 01
089093		11/16/2021	Vortex Industries, Inc.	478.46	Building Maintenance	General Fund - 01
TOTAL:				\$558,714.32		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO COUNCIL OCTOBER 2021

RECOMMENDATION:

Staff recommends that the City Council receive and file the cash and investments report for October 2021.

BACKGROUND:

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

DISCUSSION:

The City has historically only invested its cash in the Local Agency Investment Fund (LAIF), which is a State fund with low risk and also low investment returns. As of October 31, 2021, the City has approximately \$6.8M invested in the LAIF. The current return as of 10/31/2021 is 0.2%. In the June 24, 2020 City Council meeting, the Maywood City Council approved the City to invest in the PERS section 115 trust accounts for both the PERS pension liability and the Other Post Employment Benefits (OPEB) liability.

On September 22, 2020, the City invested \$250,000 into each of the section 115 trust accounts. The City transferred \$250,000 into each of the accounts for a total of \$500,000. The City has since increased its position in each of these funds by an additional \$750,000 each. To date, the City has invested \$1,000,000 in each fund for a total of \$2,000,000. The expected annual return on these accounts is 3%-5%. The funds used to invest in the accounts come from unrestricted general funds as the eventual expenditures are also general fund expenditures.

The attached report shows the cash and investments as of February 28, 2021. The cash and investment balances are across all funds of the City and include restricted, unrestricted, and budgeted amounts. These balances do not represent the available balance for spending as most of these are either restricted or have already been appropriated for in the City budget. The purpose of this report is to show the cash and investment balances as of reported on date only and does not represent the City's available fund balance.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this action.

ATTACHMENT(S)

1. Attachment No. 1 Cash and Investments Report

City of Maywood
Cash and Investments Report
As of October 30, 2021

Description	Type	Ending Balance 10/31/2021
US Bank	Cash	8,618,269.79
Local Agency Investment Fund	LAIF	6,881,286.18
CalPers California Employers' Retiree Benefit Trust (CERBT)	Section 115 Trust	1,106,692.25
CalPers California Employers' Pension Prefunding Trust (CEPPT)	Section 115 Trust	1,040,398.19
		<u>17,646,646.41</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

SUBJECT: CONSIDERATION OF A REQUEST FROM MAYWOOD ACADEMY HIGH SCHOOL BAND TO EXPAND THE USAGE OF THEIR AWARDED COMMUNITY BENEFIT FUND GRANT

RECOMMENDATION:

Staff recommends that the City Council approve the expanded use of the Community Benefit Funds that were granted to the Maywood Academy High School Band on September 8, 2021 to now include the purchase of equipment, uniforms, equipment repair as well as transportation.

BACKGROUND:

Maywood Academy submitted an application on July 26, 2021 for funding to be used for transportation for the school band. The application was approved on September 8, 2021 by the City Council.

DISCUSSION:

The school's band director has submitted an email to the City requesting that the awarded funds be allowed for the purchase of equipment, uniforms and equipment repair, in addition to transportation. This is returning to the City Council for approval as the original request was specifically for transportation use only.

Staff recommends that the City Council approves the request from the band director.

LEGAL REVIEW:

The City Attorney has reviewed this report

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENT(S)

1. Re_ City of Maywood Community Benefit Fund email
2. Maywood Academy Band Application 7-26-21

From: SMITH, REGINALD A <ras9950@lausd.net>
Sent: Friday, November 5, 2021 8:03 AM
To: Claudia Zavala <claudia.zavala@cityofmaywood.org>
Subject: Re: City of Maywood Community Benefit Fund

[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]

To Mayor Lara

I am requesting an "expansion of usage" of the grant awarded to the Maywood Academy High School Band.

The grant states: "For Transportation". LAUSD will only allow the funds to be used for transportation only! We need the grant to read: For Transportation, Purchases and Repairs. The Maywood Band and Colorguard is scheduled to represent the City of Maywood in the Huntington Park Christmas Parade on December 11, 2021. The band needs to purchase one instrument, purchase one 4LX size uniform for a student, and repair drums and brass instruments, along with transportation.

To allow the funds to be used for the above use we need an email from you with your permission for the funds to be used in this way: transportation, Purchases, and Repairs.
Sincerely

Reginald A. Smith
Band Director
Maywood Academy High School

I look forward to serving the students and community of Maywood.
Claudia, please forward to the Mayor's Office email.

R. Smith

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Application Funding Cycle

Date of Application: July 26, 2021

☒ S1: July 1 - December 31

☐ S2: January 1 - June 30

Amount Requested: 5,000

Organization Name: <u>Maywood Academy Band</u>	Phone Number: <u>818 633 0656</u>
Street Address: <u>6125 Pine Ave</u>	Fax Number:
City, State, Zip: <u>Maywood CA 90270</u>	Federal EIN:
Contact Person: <u>Reginald A. Smith</u>	
Contact Email Address: <u>cas9950@LAUSD.net</u>	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc.

We are a musical entertainment organization of Maywood Academy High School AKA The Night Hawk marching band & Colorguard

Does your organization have non-profit status with the Internal Revenue Service?

Yes ☐ No ☒ (If yes, attach documentation)

How long has this organization been in existence (provide date)? We have been in existence since 2019

Is the organization located/based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please explain.

We exist to provide a musical experience for the students of Maywood - to serve as musical ambassador for the community of Maywood

Describe how the requested funds will be used? Attach a proposed budget.

The money will be used for bus transportation to events (Parades, Concert Festivals, Field shows, etc) To promote awareness of the Community of Maywood, Student Music Education and to promote student's Self-esteem.

What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?

The funds are needed for the start of the school year August 16 2021 and expenditure should conclude at the end of the school year 2022

Describe the organization's efforts in obtaining funding from other sources?

We are asking the school for funding, we currently have a fundraiser going on -

How will the requested funds have a benefit to Maywood residents?

Yes - The funds will benefit the students of Maywood Academy High School

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

Yes - It's my mission to increase a positive image of Maywood Academy and the Community of Maywood & the City of Maywood!!!

How will the requested funds provide educational opportunities for Maywood residents or students?

As we perform in venues outside of Maywood, our kids learn how others people live. Students learn about different cultures, students begin to develop a positive self-esteem.

Has your organization previously received funding from the City of Maywood?

Yes ☒ No ☐ If yes, identify the use of the funds, total amount and fiscal year in which the funds were received. In June 20th the Nighthawk Band received \$600 for transportation to the Westchester 4th of July parade.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: 7-26-2021	Signature: Reginald A. Smith			
Print Name and Title: Reginald A. Smith Band Director				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6206 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE APPLICATION FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION ("CAL FIRE")

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6206 authorizing an application for funding from CAL FIRE Urban and Community Forestry Grant Program as provided through Proposition 68, and authorize the City Manager to conduct all negotiations, execute, and submit all documents for the grant.

BACKGROUND:

In 2017, the City of Maywood received a CalFire Urban and Community Forestry Program Grant. This grant enabled the City, with support from its residents and partners, to plant 650 trees. The work from this grant has motivated stakeholders to take additional steps to continue greening Maywood, reduce the urban heat island effect, and create a healthier Maywood, despite budget constraints. According to the City's tree inventory list, there are approximately 1,100 vacant tree sites that must be addressed.

The California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program (Program) is a funding opportunity that works to expand and improve the management of trees and related vegetation in communities throughout California. The project funded through the Program results in a net Green House Gas (GHG) benefit and plays a significant role in meeting the State's GHG emission reduction targets.

Projects eligible for the CAL FIRE Program include:

- Urban Forest Management Plan
- Urban Forestry Ordinance or Policy Development
- Urban Forest Canopy Assessment and/or Mapping

DISCUSSION:

In July 2021, the City submitted an "Urban Forest Management Activities Grant" application (concept phase) to the State Department of Forestry and Fire Protection. This grant application is a two-phase process. The City

has been selected to enter the second phase (project application phase). An early tree planting project, and the lessons learned from previous efforts, will improve Maywood's future urban forest. The adoption of a community-supported Urban Forest Management Plan, integrated into its sustainability initiatives, will ensure long-term success. Together, these measures will efficiently guide the growth of the city's urban canopy. The City of Maywood is a recognized SB 535 disadvantaged community; it is a densely populated City adjacent to pockets of industrial zoned neighborhoods, and subject to levels of ozone and particulate matter higher than most other communities in the state of California. According to CalEnviroScreen 3.0 results, the City's score is within the 91-100% range, and its pollution burden ranges from 89 to 99 across all census tracts.

The tree species being considered include a wide diversity of deciduous and evergreen species. It is proposed that the City plants 200 trees specially selected with the assistance of our partner, Amigos de los Rios/arborist.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ATTACHMENT(S)

RESOLUTION NO. 6206

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA, FOR FUNDING FROM THE URBAN AND
COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

WHEREAS, the Governor of the State of California in cooperation with the State Legislature has appropriated General Funds for the state's urban forestry and programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program; and

WHEREAS, said procedures established by the Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE AS FOLLOWS:

1. Approved the filing of an application for the Urban and Community Forestry grant program funds; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of the City Council of the City of Maywood are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to March 30, 2025.
5. Appoints the City Manager of the City of Maywood, or a designee, as agent of the City Council of the City of Maywood to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payments requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED, APPROVED AND ADOPTED THIS 24th day of November, 2021.

Ricardo Lara, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

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

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6206 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 24th day of November, 2021 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PLANNING & ENGINEERING SERVICES FOR THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN (LRSP)

RECOMMENDATION:

It is recommended that City Council approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. to Provide Planning & Engineering Services for the Preparation of Local Roadway Safety Plan (LRSP) for a total amount of \$71,787.91 and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

BACKGROUND:

On November 27, 2019, the City submitted the LRSP grant funding request to the State. On March 24, 2021, the City Council authorized the City Manager to execute all documents and agreement for projects funded through the State of California Department of Transportation (Caltrans). The State funding agreement for \$72,000 was executed on March 24, 2021. The LRSP grant also requires a local match of \$8,000.

The LRSP will identify and analyze roadway safety concerns, resulting in recommendations for potential roadway safety improvements to reduce or eliminate safety issues identified by the plan. Furthermore, the LRSP enables the City to apply for grant funding through the Highway State Safety Improvement Program, which has become a requirement of the grant this year. The LRSP will be prepared in conformance with Federal and State standards.

DISCUSSION:

On September 21, 2021, the City issued a Request for Proposal (RFP) to Provide Planning & Engineering Services for the Preparation of Local Roadway Safety Plan (LRSP) with a due date of October 20, 2021. Three (3) firms submitted proposals: Kimley-Horn and Associates, Inc., Minagar & Associates, Inc, and TJKM. The proposals were evaluated based on an established criteria identified on the RFP including but not limited to quality and completeness of proposal, qualifications and experience of proposer, qualifications and experience of key personnel and staff, demonstrated understanding of the scope of services requested, and references. Staff reviewed the proposals and determined that the proposal from Kimley-Horn and Associates, Inc. was the most comprehensive and demonstrated the best understanding of the project.

Staff recommends that the City Council approve a professional services agreement with Kimley-Horn and

Associates, Inc. for the Preparation of the Local Roadway Safety Plan (LRSP) for a total negotiated amount of \$71,787.91 and authorize the Mayor to execute the agreement.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no budget amendment needed as this was included in the Capital Improvement Projects budget. The total cost for preparation of the LRSP, including project management, will be covered by the State Grant Funds in the amount of \$72,000 and the City 's required match of \$8,000.

ATTACHMENT(S)

1. Standard Agreement - LRSP Kimley Horn- PExecuted (1)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated November 24, 2021 (“Effective Date”) and is between the City of Maywood, a California municipal corporation (“City”) and Kimley-Horn and Associates, Inc. (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform Professional Services for Planning & Engineering Services for the Preparation of a Local Road Safety Plan (LRSP).

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

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

The Parties therefore agree as follows:

1. **Consultant’s Services.**

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

Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Darryl dePencier (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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

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

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

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

Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through August 11, 2022, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, Seventy-One Thousand Seven Hundred Eighty-Seven Dollars and Ninety-One Cents (\$71,787.91), as more particularly described in **Exhibit B** (“Compensation”). Said Compensation shall constitute reimbursement of Consultant’s fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$71,787.91, which includes expenses and services included in the Consultant Proposal (**Exhibit A**) during the term of this Agreement (“Maximum Compensation”).

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

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative

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

4. Method of Payment.

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

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

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

5. Independent Contractor.

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

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other

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

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

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

6. PERS Compliance and Indemnification

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

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

7. Information and Documents.

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

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within

the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, the

negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c).

Other Indemnities.

i. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

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

iii. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against

any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

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

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

a. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

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

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

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

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

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

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.

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.

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

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

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

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

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

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

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

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

11. Mutual Cooperation.

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

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

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary,

and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

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

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

15. Default.

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

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

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

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

If to Consultant:
Att: Darryl dePencier, AICP, GISP, RSP
Kimley-Horn And Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

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

to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

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

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except

those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

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

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

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

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

34. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf

of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

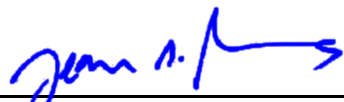
City:

City of Maywood,
a California municipal corporation

Consultant:

Kimley-Horn And Associates, Inc

By: _____
Ricardo Lara
Mayor of the City of Maywood

By:  _____
Name: Jean B. Fares, TR2097
Title: Senior Vice President



ATTEST:

By: _____
Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES



Proposal to Provide

Planning & Engineering Services for the Preparation of a **Local Roadway Safety Plan (LRSP)**



Kimley»Horn



Proposal to Provide

Planning & Engineering Services for the Preparation of a
Local Roadway Safety Plan (LRSP)



A. Work Proposal

1. Cover Letter

October 20, 2021

Jennifer Vasquez, City Manager
Okan Demirci, Project Manager
City of Maywood, City Clerk's Office
4319 E. Slauson Avenue
Maywood, CA 90270

» 660 South Figueroa Street
Suite 2050
Los Angeles, CA
90017
TEL 213.261.4040

Re: Proposal to Provide Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)

Dear Ms. Vasquez, Mr. Demirci, and Members of the Selection Committee:

The **City of Maywood** (City) is seeking the assistance of a qualified consultant in the preparation of a Local Road Safety Plan (LRSP). As an industry leader in safety, **Kimley-Horn** is well-qualified and dedicated to providing unique consulting services to the City for your LRSP. We bring the established experience to develop an LRSP that is tailored to your local procedures, desires, and issues, while maintaining accordance with state and federal guidelines. The following benefits prove that Kimley-Horn is well-suited to support the City on this project:

Familiarity with LRSPs. Kimley-Horn is devoted to supporting local agencies in recommending safety enhancements in areas throughout California. Our team's knowledge ranges from traffic safety planning and engineering to bicycle and pedestrian facility planning, safety, and design. We have completed LRSPs and Systemic Safety Analysis Reports (SSARs), Strategic Highway Safety Plan (SHSP) projects, Road Safety Audits (RSAs), Safety Management Plans (SMPs), data collection and crash analysis, and design of safety countermeasures throughout the country, including for the cities of Santa Clarita, Artesia, Lancaster, Ventura, Anaheim, San Clemente, Seal Beach, Costa Mesa, Eastvale, Chino, Perris, Goleta, Palm Desert, La Quinta, Santa Cruz, and Sunnyvale as well as the counties of Imperial and Ventura. Our previous experience and lessons learned from these projects have afforded us the information to develop effective and cost-efficient LRSPs. Kimley-Horn's familiarity with the LRSP process will assure your project is accomplished successfully.

Tailored Solutions. Our firm's diverse experience in safety-related projects has allowed us to develop a finetuned approach to safety. We will deliver innovative techniques to generate the best results for the City, providing you with a prioritized list of low-cost safety improvements that can be applied not only at challenging segments, but throughout the City. This can be used and applied toward Highway Safety Improvement Plan (HSIP) grants for application—another area Kimley-Horn has significant experience in and can provide solutions for the City's needs.

Local Management and Commitment to Your Success. Through our established past, Kimley-Horn proves that we are dedicated to surpassing expectations and serving local cities alike. Project manager and point of contact **Darryl dePencier, AICP, GISP, RSP₂₈** brings more than 15 years of professional traffic safety management experience, along with experience completing over 30 LRSPs to the proposed project. Darryl's experience in supporting and leading transportation planning and engineering projects is evidence of his continued success with LRSPs. For this endeavor, Darryl will be supported by principal-in-charge **Jean Fares, P.E.**, who brings 30 years of professional traffic and transportation engineering experience to the project, along with QC/QA reviewer **Mike Colety, P.E., PTOE, RSP_{21B}**, project engineer **Jason Melchor, P.E.**, project planner **Kyle McGowan, AICP**, and project analysts **Amanda Forsans** and **Zander Dally**. Kimley-Horn will pair our in-house, certified team with **Crossroads Software, Inc.**, a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments, to provide Data Collection on the project.

Kimley-Horn is committed to providing you high-level, professional services and is excited for the opportunity to further enhance the safety of the City's streets from our local downtown Los Angeles office. **We intend to perform the services requested and concur that all**



Proposal to Provide

Planning & Engineering Services for the Preparation of a
Local Roadway Safety Plan (LRSP)



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» 660 South Figueroa Street
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B. Cost Proposal (*submitted separately*)





Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



3. Experience and Qualifications

3a. Firm Overview

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967, our company has grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of more than 5,000 in 98 offices nationwide. Our 11 California offices, including local offices in Downtown Los Angeles, Orange, Riverside, and San Diego, have nearly 580 engineers, planners, designers, and technicians—affording us the depth of resources (financial, equipment, labor, and capacity) reasonably necessary to staff and execute virtually any assignment in response to the City's needs for this Local Road Safety Plan (LRSP). We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.



Our organizational structure is comprised of our local office practice leaders, technical and project support staff; a regional leader; production managers; and business, human resource, and marketing managers. This structure has led to financial stability within the firm. In addition, we uphold a disciplined focus on business fundamentals operate the firm conservatively, and our internal controls and business standards—promoted by our leadership team—are intended to keep our foundation strong. We have an untapped \$10 million operating line of credit available for short-term cash flow needs. The firm's cash flow continues to be very robust, and we have no history of credit problems or bankruptcy. Kimley-Horn has more than acceptable resources and lines of credit to help acquire a successful partnership and project.

Kimley-Horn's continued growth and stability over the past 54 years is the direct result of our firm's commitment to integrity and devotion to providing quality services. **According to *Engineering News-Record*, Kimley-Horn ranks 10th in transportation among the nation's top 500 design firms.** The Kimley-Horn team is committed to providing the City with high-quality solutions that will surpass your expectations.

Experience and Qualifications

Our proposed project team brings technical knowledge and partners that will enhance the progress of an accurate and effective LRSP. In summary, the Kimley-Horn team offers specialists for the following service areas to support you in this endeavor:

Traffic Engineering

Our team brings comprehensive traffic engineering experience in traffic engineering and operations and traffic studies and analyses, including the evaluation of operational characteristics, safety, capacity, circulation, flow, and access. Our traffic engineers are highly-trained and capable in using software—including VISSIM, CORSIM, HCS+, Synchro/SimTraffic, SIDRA Intersection, Signal 2020, and Transyt-7F—to evaluate the operating conditions for existing or proposed roadway configurations. In addition, our staff has the ability to translate these analyses into easy-to-understand content for the general public, as well as public officials and other stakeholders. Detailed services we provide include:

- Safety studies
- High accident location studies
- Access-Egress and internal circulation studies
- Speed, classification, and volume studies
- Origin-Destination studies
- Traffic calming studies and cut-through analysis
- Data collection
- Collision analysis
- Freeway, arterial, and intersection capacity analysis
- Interchange justification/modification reports
- Traffic simulation/animation
- Sidewalk needs studies
- Asset inventory
- Traffic Impact Analysis (TIA) studies
- Roundabout feasibility studies
- Median modification studies
- Maintenance of traffic plans
- Expert testimony



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



LRSP

Kimley-Horn understands that an LRSP is a proactive approach to safety analysis. Existing crash patterns show part of the safety picture, but only show us where crashes have occurred, not necessarily where conditions that elevate the risk of crashes exist. An LRSP is intended to identify high crash locations within a city or county and diagnose what conditions might contribute to that elevated crash activity. The LRSP then identifies countermeasures that can be applied systemically throughout the city or county where those conditions exist to remove those higher risk conditions before crashes occur. We recognize that an LRSP is not fixed in its scope or breadth and that each jurisdiction faces unique safety challenges, driver behavior patterns, and historical roadway development. Our approach is to explore what is normal within the City of Maywood. In an effort to provide completeness and to set safety benchmarks customized for the City, our approach will be to:

- » Refine the work plan with City staff
- » Conduct a citywide network screening to establish crash rate benchmarks for intersections and roadway segments
- » Identify locations with the highest crash volumes and highest risk factors based on network screening (from the designated corridors and intersections)
- » Map crash patterns at higher crash locations
- » Conduct field review of higher crash locations
- » Identify countermeasures that would likely reduce crashes
- » Establish template projects and benefit/cost assessments to produce short, medium, and long-term projects that the City can pursue funding for
- » Actively engage with stakeholders
- » Focus on driver behavior factors as well as roadway engineering

Bicycle and Pedestrian Planning

We prioritize implementable solutions that enable safe and comfortable access for multi-modal users, accounting for bicyclists and pedestrians of various ages and abilities. Our bicycle and pedestrian planning experience includes municipal, regional, and statewide plans, corridors, and wayfinding studies. We have successfully actualized countless on-street bikeway, sidewalk, and greenway designs as well as innovative operational studies such as for in-road bicycle detection systems. We are frequently asked to take our bicycle and pedestrian planning projects from design to construction administration, demonstrating our clients' trust in the quality of our project delivery and resulting product.

Traffic Data Collection

Our team members are skilled at using manual and advanced technology to collect traffic data. Based on the need, our team can capture field data with basic methods or through use of portable GPS devices that allow digital photo linking capabilities and direct importation into GIS mapping and software such as ESRI ArcGIS. We take care to obtain accurate data because it is the basis for a traffic study. Often, some data (such as accident reports or recent traffic counts) can be obtained from existing sources. However, if new data is needed, Kimley-Horn knows the criteria for data collection, documentation, and compilation.

Grant Writing

Our planning studies are geared toward practical, community-based solutions that meet the objectives of many grant programs. We have a consistent record of winning grants from the Active Transportation Program (ATP), Smart Growth Program, and HSIP. With our recent experience completing the statewide HSIP implementation plan, we have the most direct pipeline to obtaining funding. In the past few years alone, we have helped clients secure more than \$200 million for the implementation of various projects. We can harness our experience to assist the City with understanding deadlines, application processes, and scoring criteria associated with grant funding. **Identifying projects through the LRSP is an important first step; getting them funded and built is key to actualizing change.**

Caltrans Knowledge

Kimley-Horn has completed projects in more than 70 municipalities in California, many of which involved some level of coordination with Caltrans. As a result, we have developed a clear understanding of standards, procedures, and local assistance programs. Our established relationships with Caltrans staff in various districts, including District 7, and our experience on ongoing SHSP project will prove useful to future LRSPs. Kimley-Horn and the proposed team offer the insight to navigating regulatory challenges, codes, procedures, and infrastructure requirements.



Proposal to Provide

Planning & Engineering Services for the Preparation of a
Local Roadway Safety Plan (LRSP)



3b. Experience

Kimley-Horn has vast consecutive experience working with local and state agencies to develop their safety projects across California (demonstrated by the map below). Project Manager, **Darryl dePencier, AICP, GISP, RSP**, has 10+ years of safety experience alone. The following pages describe the applicable experience of the proposed team along with client references to demonstrate the depth of familiar projects and quality of Kimley-Horn's services within California.





Proposal to Provide

Planning & Engineering Services for the Preparation of a **Local Roadway Safety Plan (LRSP)**



City of Artesia, LRSP, Artesia, CA

Kimley-Horn is working with the City of Artesia to develop an LRSP that uses local crash histories to identify trends and patterns within the City that will inform the development of a customized countermeasure toolbox. The plan will identify locations with higher crash rates, higher crash costs, and crash patterns to determine the physical roadway characteristics and driver attributes that contribute to the largest number and highest severity of crashes.

 **Contact:** Ernesto Sanchez, 562.865.6262

 **Project Dates:** March 2021-Ongoing

City of Santa Clarita, SSAR/LRSP, Santa Clarita, CA

Kimley-Horn developed a bicycle and pedestrian focused SSAR for the City of Santa Clarita. The report focused on the locations and factors involved with bicycle and pedestrian crashes in the City and included a toolbox of countermeasures specifically tailored to improving bicycle and pedestrian safety. Kimley-Horn is also developing an LRSP focused on all roadway users. This plan uses a statistical evaluation of citywide crash data to identify emphasis areas that the City can focus safety resources on to reduced traffic injuries. The plan includes a broader countermeasure toolbox of engineering, policy, program, and enforcement measures that the City can draw from.

 **Contact:** Mark Hunter, 661.286.4042

 **Project Dates:** SSAR, May 2018-March 2019, LRSP, March 2021-Ongoing

City of Anaheim, LRSP, Anaheim, CA

The City of Anaheim received grant funding from Caltrans to conduct an LRSP to help the City identify and prioritize the most effective ways to improve traffic safety for all users, as part of a statewide goal to reduce traffic injuries and fatalities. The LRSP addresses safety through roadway improvements, measures to modify driver behavior, and improved emergency response. The LRSP has resulted in a set of data driven recommendations, coupled with input from key stakeholders representing the four E's of safety included in the SHSP: engineering, enforcement, education, and emergency services. Kimley-Horn is developing the LRSP for the City, which includes a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities.

 **Contact:** Ralph Contreras, 714.765.4526

 **Project Dates:** May 2020-Present

City of Eastvale, SSAR, Eastvale, CA

Kimley-Horn provided engineering services to prepare an SSAR with a focus on addressing safety concerns for vehicular and pedestrian patterns associated with available collision data for the most recent three- or five-year period for which data is available. The goal was to provide the City with an overall understanding of available traffic data and safety analysis to identify areas with a high risk for collisions that will allow the City to plan for future safety improvements for the short, mid, and long-term.

 **Contact:** Jimmy Chung, 951.361.0900

 **Project Dates:** December 2019-December 2020

City of Perris, LRSP, Perris, CA

Kimley-Horn assisted the City of Perris with their LRSP to help prioritize the most effective ways to improve traffic safety for all users, as part of a statewide goal to reduce traffic injuries and fatalities. The LRSP addressed safety through roadway improvements, measures to modify driver behavior, and improved emergency response. The LRSP resulted in a set of data driven recommendations, coupled with input from key stakeholders representing the four E's of safety included in the SHSP; engineering, enforcement, education, and emergency services.

 **Contact:** Judy Haughney, 951.943.6504

 **Project Dates:** August 2020-March 2021



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



City of Palm Desert, LRSP, Palm Desert, CA

Kimley-Horn developed an LRSP for the City of Palm Desert that identified the trends and patterns for traffic collisions in the City and included a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities.

 **Contact:** Randy Bowman, 760.776.6493

 **Project Dates:** June 2020-June 2021

City of Imperial Beach, LRSP, Imperial Beach, CA

Kimley-Horn provided traffic safety services to prepare an LRSP, including a citywide traffic collisions analysis identifying safety issues throughout the City's road network. The overall goal of this project was to provide the City with a detailed understanding of high-risk locations for collisions and identify engineering, education, and enforcement countermeasures that would allow the City to plan for future safety improvements for the immediate, mid-range, and long-term. This document provided guidance on selecting projects that will be well defined for future grant cycles. The project involved partnership with Crossroads and detailed crash data analysis to identify the number of collisions collision risk factors and rates, collision types and severity, crash rates, and various environmental variables. Based on the findings for Imperial Beach having more frequent vulnerable user crashes (pedestrian, bicycle, motorcycle), infrastructure and non-infrastructure countermeasure recommendations to reduce the likelihood of future crashes were identified. The project also included public outreach and involvement to get feedback from residents.

 **Contact:** Eric Minicilli, 619.628.1369

 **Project Dates:** February 2020-April 2021

City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA

The City of Goleta was awarded an SSARP subsidiary grant in 2016, and selected Kimley-Horn to prepare a SSARP in 2018. The SSARP focuses on selected major corridors within the city and is informed by citywide safety performance to determine what crash patterns stand out and lend themselves to cost-effective countermeasures. The selected crash locations will be used to develop template projects that will be part of a toolbox that the City can use to simplify the process of identifying higher risk locations and appropriate treatments citywide. The City was recently awarded additional funding to conduct an LRSP; Kimley-Horn will expand the traffic safety study to incorporate the LRSP elements.

 **Contact:** Teresa Lopes, 805.961.7563

 **Project Dates:** SSAR, December 2018-July 2021, LRSP, February 2021-Present

City of Santa Cruz, LRSP, Santa Cruz, CA

Kimley-Horn is developing an LRSP for the City of Santa Cruz. The plan includes an evaluation of best safety practices and common safety challenges in the City. Our efforts included a field tour with key stakeholders while applying the necessary social distancing and safety measures. We accompanied the field investigation with successful virtual stakeholder meetings to gather additional stakeholder input. We have also included a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities.

 **Contact:** Claire Gallogly, 831.420.5107

 **Project Dates:** May 2020-January 2021

Caltrans, Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA

Kimley-Horn is leading California's 2020 to 2024 SHSP Update and Implementation, a multi-agency collaborative effort. The SHSP's mission is to provide a safe and sustainable transportation system for all motorized and nonmotorized users on all public roads in California. Kimley-Horn's role is to assist with SHSP development, action plans, and compliance with federal requirements. The final SHSP will provide guidance about areas of emphasis, make recommendations for improvement, and note responsible agencies and individuals for each action. Kimley-Horn will support Caltrans with overseeing implementation for the next several years. This project has required extensive coordination with a steering committee, executive committee, and several working groups. These groups meet at regular intervals, and a rigid deliverable schedule



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



is required to get meaningful input from each of these groups. Kimley-Horn has successfully worked with Caltrans staff to keep the project on schedule and on budget, while remaining versatile enough to respond to feedback that occasionally shifts project priorities and objectives.

Contact: Rachel Carpenter, 916.651.148

Project Dates: July 2018-Present

Caltrans, Safety Performance Management Target Setting Analysis, Statewide, CA

Kimley-Horn was selected for this project to assist Caltrans in coordinating with stakeholders across the state—including state agencies, MPOs, and tribal governments—to establish annual Safety Performance Measure Targets (SPMTs). Under the FAST Act, Caltrans is required to establish annual safety targets for each of the following five performance measures: 1) number of fatalities, 2) rate of fatalities, 3) number of serious injuries, 4) rate of serious injuries, and 5) number of non-motorized fatalities and non-motorized serious injuries. The project successfully set a process to assess roadway safety to assist with the planning on how to most effectively allocate safety funding. This project included stakeholder coordination and the development of a safety performance measure target dashboard developed with Tableau software. Some aspects of this dashboard are now available within the California SHSP Crash dashboard at <https://shsp.dot.ca.gov/>.

Contact: Gretchen Chavez, 916.215.9743

Project Dates: March 2018- May 2019

3c. References

We are proud of our working relationships with our clients, and much of our success over the last 54 years is directly related to our efforts to provide consistent, high-quality, and timely services. The following is a list of five references that received similar services from Kimley-Horn within the last five years. We invite you to contact our clients directly for comment on the quality of Kimley-Horn's services.

City of Santa Clarita

Mark Hunter, *Transportation Planning Analyst*
661.286.4042 • mhunter@santa-clarita.com

City of Perris

Stuart McKibbin, *Contract City Engineer*
951.435.2108 • stuart@trilakeconsultants.com

City of Palm Desert

Randy Bowman, *Senior Project Manager*
760.776.6493 • bowman@cityofpalmdesert.org

City of Artesia

Ernesto Sanchez, *City Clerk*
562.865.6262 • esanchez@cityofartesia.us

City of Santa Cruz

Claire Gallogly, *Transportation Planner*
831.420.5030 • cgallogly@cityofsantacruz.com

"I've loved working with Kimley Horn on this project. Darryl dePencier is our project manager, and has done a great job keeping the project moving on time and on budget. The rest of the team has also been great to work with. Their work is high quality, communication is clear, and product is immediately usable. They went the extra mile in assisting us with two HSIP applications this cycle based on their draft report, and we would have been unable to take on the extra work of those without their help. I'd highly recommend their team."

CLAIRE GALLOGLY, AICP

Transportation Planner
City of Santa Cruz



3d. Proposed Team

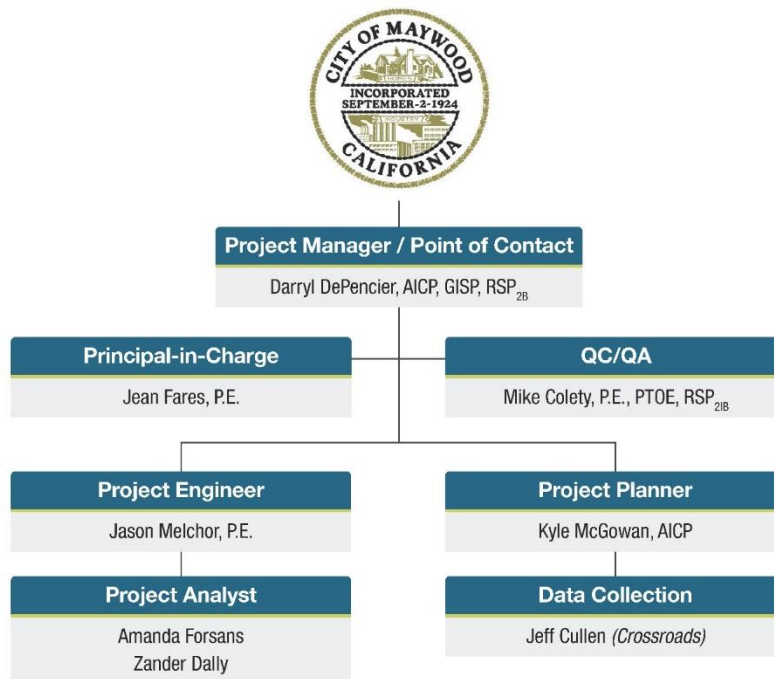
Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to your City. Notably, our team will be managed by **Darryl dePencier, AICP, GISP, RSP₂₈**, a successful Kimley-Horn project manager with over a decade of experience on traffic safety projects. Darryl and his team have a thorough knowledge of the LRSP process and extensive experience coordinating communications between stakeholder groups and City staff throughout plan development. Darryl will serve as your point of contact and will maintain a close working relationship with City staff throughout the duration of the project. He will oversee a team of well-qualified individuals as well as one subconsultant, who are experienced in safety planning and engineering.

Kimley-Horn will pair our in-house, certified team with **Crossroads Software, Inc.** (Crossroads), a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments. Their systems produce and track traffic citation, traffic collision, and DUI arrest documents. With over 30 years of experience, Jeff Cullen will work alongside Kimley-Horn to collect data for this project as the Crossroads team has done on many projects across California.

Kimley-Horn has the required license to perform the scope of services for this project. Specific information regarding relevant individual licenses can be found in the resumes section below. These resumes also outline the education, credentials, training, and related experience of our team members. If selected, our identified team will be available throughout the duration of the project. **If a member of the proposed team is unable to fulfill their responsibilities, Darryl will notify the City immediately and will work with the City to create a contingency plan. No team member will be added or removed from our team without prior concurrence with the City.**

The organizational chart below delineates the roles and responsibilities of our personnel on this pursuit.

3e. Organizational Chart





Proposal to Provide

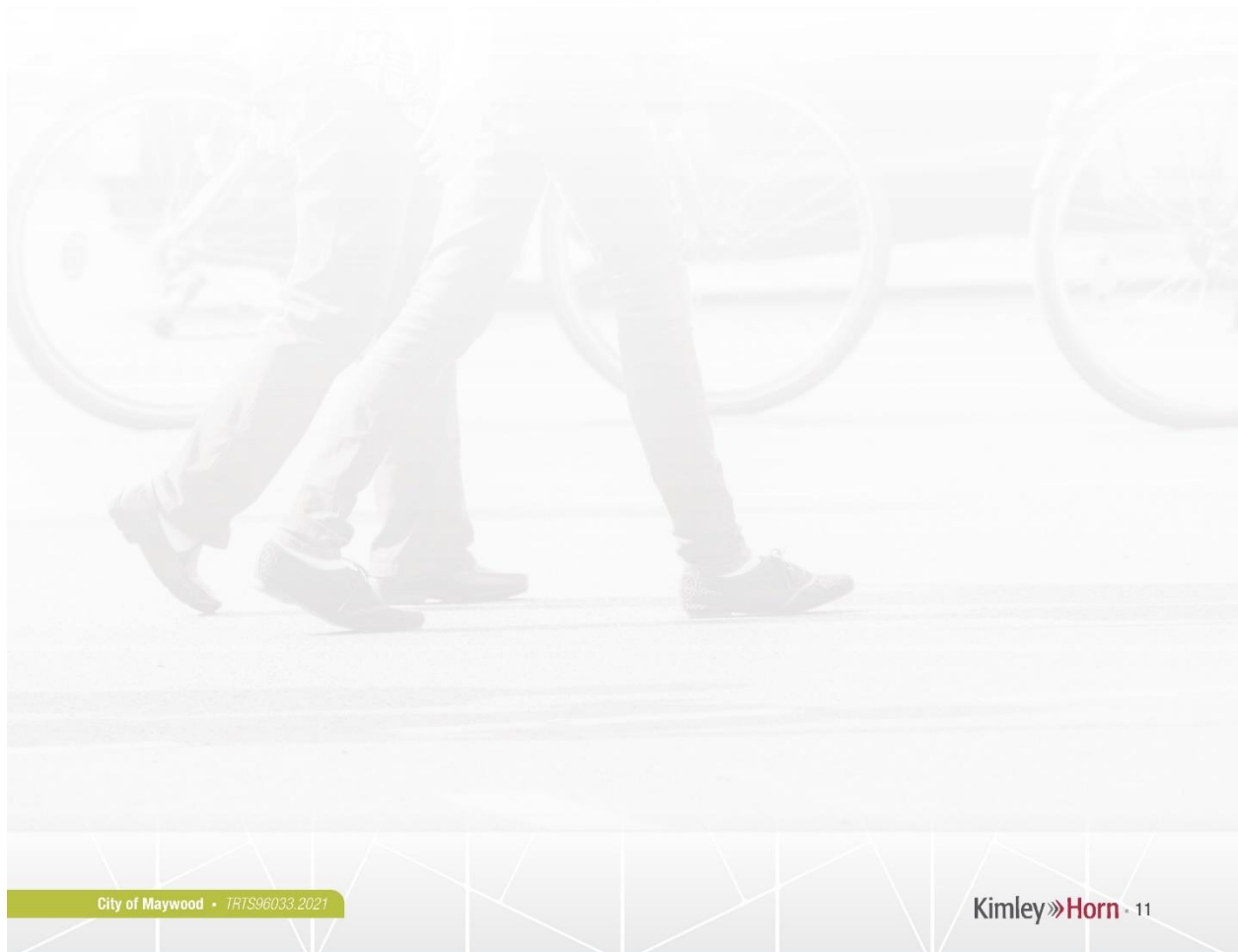
Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



Subconsultant Overview



Crossroads is a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments. Their systems produce and track traffic citation, traffic collision, and DUI arrest documents. Crossroads is a privately held California "S" Corporation and has been specializing in the same field for more than 30 years. **Their software is installed at over 350 public agency traffic engineering departments in California including Los Angeles County.** Kimley-Horn has recently partnered with Crossroads on projects like development of the SSAR for Imperial County and the LRSP for the City of Yorba Linda. Crossroads' office, located in Brea, California, is centrally located to assist on this project. On this particular pursuit, Crossroads CEO, Jeff Cullen will assist with data collection using the SWITRS (Statewide Integrate Traffic Records System) database. Jeff Cullen and his seven employees can provide the project team direct access to updated collision records from CHPs central database, avoiding the need for City staff to pull data and potentially get dated information.





Proposal to Provide

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Local Roadway Safety Plan (LRSP)



3f. Team Member Resumes and Licenses



Darryl dePencier,
AICP, GISP, RSP_{2B}
Project Manager/Point of Contact

Darryl has been conducting transportation safety for more than 15 years. He has developed tools to root out the spatial relationships between crash events to determine the factors and conditions that increase the probability of vehicle crashes. His experience ranges from establishing safety policy language to network screening, crash site engineering reviews and developing countermeasure toolboxes. Darryl also conducts statistical analyses of crash activity using methods presented in the Highway Safety Manual, the Local Roadway Safety Manual, and customized analyses for unusual locations or conditions. He has worked on studies at the statewide, regional, local, and site-specific levels that include guidance documents, LRSPs, safety thresholds and audits, and local countermeasure recommendations.

Professional Credentials:

- Master of Science, Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University, Ottawa
- Certificate, Geographic Information Systems, Algonquin College, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Road Safety Professional₁ #273
- Road Safety Professional_{2B} #17

Relevant Experience

- **City of Artesia, LRSP, Artesia, CA** – Project Manager
- **City of Santa Clarita, SSAR, Santa Clarita, CA** – Project Planner
- **City of Anaheim, LRSP, Anaheim, CA** – Project Planner
- **City of Eastvale, SSAR Eastvale, CA** – Project Manager
- **City of Perris, LRSP, Perris, CA** – Project Manager
- **City of Palm Desert, LRSP, Palm Desert, CA** – Project Planner
- **City of Imperial Beach, LRSP, Imperial Beach, CA** – Project Planner
- **City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA** – Project Planner
- **City of Santa Cruz, LRSP, Santa Cruz, CA** – Project Manager
- **Caltrans, Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA** – Project Planner
- **Caltrans, Safety Performance Measure Target Setting Analysis, Statewide, CA** – Project Planner
- **County of Ventura, LRSP, Ventura County, CA** – Project Manager
- **City of Ventura, SSAR, Ventura, CA** – Project Manager
- **City of Lancaster, SSAR, Lancaster, CA** – Project Manager
- **City of Seal Beach, LRSP, Seal Beach, CA** – Project Planner
- **City of La Quinta, SSAR, La Quinta, CA** – Project Planner
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Project Planner
- **County of San Joaquin, SSAR, San Joaquin County, CA** – Project Planner



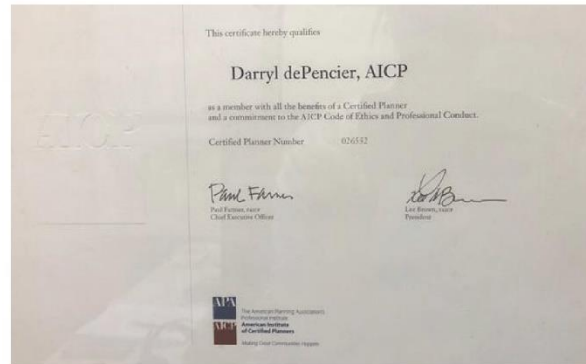
Proposal to Provide

Planning & Engineering Services for the Preparation of a
Local Roadway Safety Plan (LRSP)



Darryl dePencier, AICP, GISP, RSP_{2B}

(Cont.)





Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



Jean Fares, P.E.

Principal-in-Charge

Professional Credentials:

- Bachelor of Science, Architecture, California State Polytechnic University, Pomona
- Professional Engineer in CA #TR2097

Jean has more than 30 years of professional experience in the fields of traffic and transportation engineering, including systematic safety analysis, traffic signal design, signal system design, traffic signal timing, traffic operations, signing and marking plans preparation, and traffic control plans. In addition to signal design and corridor signal operations, Jean has extensive experience with ITS technologies.

Relevant Experience

- **City of Santa Clarita, SSAR, Santa Clarita, CA** – Project Manager
- **City of Santa Clarita, LRSP, Santa Clarita, CA** – Project Manager
- **City of Perris, LRSP, Perris, CA** – QC/QA Manager
- **City of Palm Desert, LRSP, Palm Desert, CA** – Project Manager
- **City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA** – QC/QA Manager
- **County of Ventura, LRSP, Ventura County, CA** – Principal-in-Charge
- **City of Ventura, SSAR, Ventura, CA** – Project Engineer
- **City of Chino, On-Call Traffic Engineering Services, Chino, CA** – Project Manager
- **City of Seal Beach, LRSP, Seal Beach, CA** – Principal-in-Charge
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Project Manager
- **City of Glendale, On-Call Traffic Engineering Services, Glendale, CA** – Project Manager
- **City of Thousand Oaks, On-Call Traffic Engineering Services, Thousand Oaks, CA** – Project Manager
- **City of Culver City, On-Call Traffic Engineering Services, Culver City, CA** – Project Manager
- **City of Downey, On-Call Traffic Engineering Services, Downey, CA** – Project Manager
- **County of Los Angeles, On-Call Traffic Engineering Services, Los Angeles County, CA** – Project Manager
- **City of Palmdale, On-Call Signal Design Services, Palmdale, CA** – Project Manager
- **City of Agoura Hills, On-Call Traffic Engineering, Agoura Hills, CA** – Project Director
- **City of Porterville, On-Call Civil and Traffic Engineering, Porterville, CA** – Project Manager
- **County of Riverside, On-Call Traffic Engineering Services, Riverside County, CA** – Project Manager
- **County of Riverside, On-Call Traffic Engineering Services, Riverside County, CA** – Project Manager
- **City of La Quinta, SSAR, La Quinta, CA** – Project Manager
- **City of Indio, LRSP, Indio, CA** – Project Manager



Jean Fares, P.E.
(Cont.)



**BOARD FOR PROFESSIONAL ENGINEERS, LAND
SURVEYORS, AND GEOLOGISTS**

LICENSING DETAILS FOR: 2097

NAME: FARES, JEAN BARBAR
LICENSE TYPE: TRAFFIC ENGINEERS
LICENSE STATUS: CLEAR

ADDRESS
7505 BOBBYBOVAR AVE
WEST HILLS CA 91304
LOS ANGELES COUNTY
[MAP](#)

ISSUANCE DATE
JANUARY 28, 2001
EXPIRATION DATE
JUNE 30, 2023
CURRENT DATE / TIME
OCTOBER 6, 2021
3:58:54 PM



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



Mike Colety,
P.E., PTOE, RSP_{21B}
QC/QA

Mike has over 25 years of experience with the evaluation, planning, and design of transportation facilities that address the safety and mobility of all road users. He is currently leading the Update and Implementation of the Strategic Highway Safety Plans (SHSPs) for both California and Nevada and has also has extensive experience with local and regional transportation safety planning. Mike led the Highway Safety Manual (HSM) Implementation for the Nevada Department of Transportation (NDOT), as well as assisted with the Federal Highway Administration (FHWA) Scale and Scope of HSM Guidebook and the Guide for Scalable Risk Assessment Methods for Pedestrians and Bicyclists. Mike has worked on over 10 Local Road Safety Plans and has facilitated over 30 Road Safety Audits. He uses his experience and lessons learned to work with agencies to complete a data driven analysis, select cost effective solutions and identify funding for implementation.

Professional Credentials:

- Master of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Professional Engineer in CA #60858
- Professional Traffic Operations Engineer #1601
- Road Safety Professional₁ #22
- Road Safety Professional₂₁ #7
- Road Safety Professional₂₈ #16

Relevant Experience

- **City of Santa Clarita, LRSP, Santa Clarita, CA** – Principal-In-Charge
- **City of Eastvale, SSAR, Eastvale, CA** – QC/QA Manager
- **City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA** – Principal-in-Charge
- **City of Santa Cruz, LRSP, Santa Cruz, CA** – QC/QA Manager
- **Caltrans, California Strategic Highway Safety Plan Update and Implementation (SHSP), Statewide, CA** – Project Manager
- **City of Simi Valley, LRSP, Simi Valley, CA** – QC/QA Manager
- **City of Ventura, LRSP, Ventura County, CA** – QC/QA Manager
- **City of Ventura, SSAR, Ventura, CA** – Principal-in-Charge
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Principal-in-Charge
- **City of La Quinta, SSAR, La Quinta, CA** – Principal-in-Charge
- **Regional Transportation Commission of Southern Nevada (RTC), Southern Nevada Transportation Safety Plan, Las Vegas, NV** – Project Manager
- **Regional Transportation Commission of Southern Nevada (RTC), Nevada Statewide Bicycle Plan, Las Vegas, NV** – Project Manager
- **Regional Transportation Commission of Southern Nevada (RTC), Las Vegas Boulevard Pedestrian Study, Las Vegas, NV** – Project Engineer
- **Regional Transportation Commission of Southern Nevada (RTC), Regional Bicycle Network Gap Analysis, Las Vegas, NV** – Principal-in-Charge
- **NDOT, Strategic Highway Safety Plan (SHSP), Statewide, NV** – Project Manager
- **NDOT, Highway Safety Manual Implementation, Statewide, NV** – Project Manager
- **NDOT, Road Safety Assessment Program, Statewide, NV** – Project Manager



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



Mike Colety, P.E., PTOE, RSP_{21B}

(Cont.)



BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 60858

NAME: COLETY, MICHAEL DAVID
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR

ADDRESS
812 VALLEY BRUSH ST
HENDERSON NV 89052
OUT OF STATE COUNTY
MAP

ISSUANCE DATE
JULY 28, 2000
EXPIRATION DATE
DECEMBER 31, 2022
CURRENT DATE / TIME
OCTOBER 6, 2021
4:00:34 PM

Transportation Professional Certi

1627 Eye Street, NW • Suite 600 • Washington, DC 20006 USA • Tel: 202

Transportation Professional Certification Board, Inc.

certifies that

Michael David Colety

*has met all of the requirements established by the Certification Board
to use the title of*

Road Safety Professional

unless withdrawn by the Certification Board and subject to the provisions for renewal.

Certificate number: 22 issued in Washington, DC, USA

12/31/2018

It is my pleasure to inform you that you have passed the written examination and are certified as a Road Safety Professional (Level 2) (RSP2B). As a RSP2B you will be recognized as one of a specialized group of professionals with the set of skills and expertise needed to successfully assess and implement solutions and create better communities. You will receive a letter with your specific exam details within the next few weeks.

The Certification Board previously determined you met all other requirements for certification. If there is no balance due on your account you may now use the title Road Safety Professional Behavioral (Level 2) and/or the initials RSP2B in the context of your professional practice. If payment is outstanding, you must pay the balance due and only then are you a RSP2B.

While you wait for your certificate your RSP2B certification number is 16. You should receive your certificate in 120 days. If you wish your name to appear on the certificate any differently from how it is shown here, please contact Ann O'Neill immediately at ann@cpbdc.com.

Your initial certification fee covers a three-year period and will expire 6/3/2024.

At the end of the three-year period, your certification may be renewed without examination if you demonstrate that you have met the continuing professional development and education activities required. The specific components of the required continuing professional development will be included in the letter with your exam details. Begin earning and logging track of your professional development units so that when it is time to renew, the necessary CPD's will be easily accessible. As of January 1, 2018, TPCB phased in a policy in which 20 percent of certificate renewals will be randomly selected for audit and the certificate holder will be required to provide documentation (certificates of completion, course syllabus, meeting agenda/registration, etc.) to demonstrate fulfillment of continuing education requirements. The professional record-keeping system, available from TPCB, provides a resource to record the dates of completion of continuing education and maintain the necessary supporting documentation. <https://cpbdc.com/2018>.

Let us again congratulate you on obtaining this certification. We hope that you will display it with justified pride and carry out your professional activities in a manner to bring added honor to the title and practice of Road Safety Professional Behavioral (Level 2).

The TPCB continues its efforts to grow and enhance the value of the RSP2B and its other certifications. In 2019 the TPCB website was redesigned and a new certification the Road Safety Professional was launched. Going forward the TPCB is committed to expanding the awareness of its certification programs, encouraging jurisdictions to give preference to certificate holders and growing the number of certified professionals. The TPCB distributes a quarterly newsletter and highlights the value of its certification programs through the following website. If you would like to contribute to the newsletter or website, please send any items of interest to cpbdc@cpbdc.com.

Diane W. Morabito
Diane W. Morabito
Chair



Jeffrey F. Pinski
Jeffrey F. Pinski
Executive Director



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



Jason Melchor, P.E.

Project Engineer

Professional Credentials:

- Bachelor of Science, Civil Engineering; Specialization in Transportation,
- University of California, Irvine
Professional Engineer in CA #C65218

Jason is a professional engineer with more than 20 years of experience in traffic engineering and transportation planning. He has worked with clients in Orange, Los Angeles, Riverside, and San Diego Counties to complete systemic safety studies, traffic impact studies and perform the technical analysis for a variety of safety projects, transportation planning projects, parking studies, transit analysis, site plan reviews, and circulation studies. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, and signal interconnect design plans. He has acted as in-house staff for the cities of Irvine and Huntington Beach to review development studies and design plans. In this role, Jason worked directly with developers and City staff to provide comments on plan and document submittals. Jason also has experience working with a variety of traffic engineering software programs and computer design packages.

Relevant Experience

- **City of Anaheim, LRSP, Anaheim, CA** – Project Manager
- **City of Seal Beach, LRSP, Seal Beach, CA** – Project Manager
- **City of Goleta, Traffic Safety Study for SSAR/LRSP, Goleta, CA** – Project Manager
- **City of Santa Clarita, SSAR, Santa Clarita, CA** – Project Engineer
- **City of Eastvale, SSAR, Eastvale, CA** – Project Engineer
- **City of Perris, LRSP, Perris, CA** – Project Engineer
- **City of Palm Desert, LRSP, Palm Desert, CA** – Project Engineer
- **City of Santa Cruz, LRSP, Santa Cruz, CA** – Project Engineer
- **County of Ventura, LRSP, Ventura County, CA** – Project Engineer
- **City of Ventura, SSAR, Ventura, CA** – Project Engineer
- **City of Santa Ana, Santa Ana Boulevard and 5th Street Bikeway, Santa Ana, CA** – Project Engineer
- **City of Anaheim, Gene Autry Way Improvements, Anaheim, CA** – QC/QA Reviewer
- **Riverside County Transportation Department (RCTD), Horizontal Curve Assessment, Riverside County, CA** – Project Engineer
- **City of La Quinta, SSAR, La Quinta, CA** – Project Engineer
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Project Engineer




Proposal to Provide
 Planning & Engineering Services for the Preparation of a
Local Roadway Safety Plan (LRSP)




Jason Melchor, P.E.
(Cont.)






**BOARD FOR PROFESSIONAL ENGINEERS, LAND
SURVEYORS, AND GEOLOGISTS**

ISSUANCE DATE
JUNE 27, 2003
EXPIRATION DATE
SEPTEMBER 30, 2023
CURRENT DATE / TIME
OCTOBER 6, 2021
4:01:52 PM

LICENSING DETAILS FOR: 65218

NAME: MELCHOR, JASON JAMES

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR 

ADDRESS

3115 E. MARYWOOD DRIVE
ORANGE CA 92667
ORANGE COUNTY

[MAP](#)



Proposal to Provide

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Kyle McGowan, AICP

Project Planner

Professional Credentials:

- Master of Urban Planning, University of Southern California
- Bachelor of Science, Urban and Regional Planning, University of Arizona
- American Institute of Certified Planners #33483

Kyle is an analyst in the traffic engineering field. His experience providing engineering design support includes crash and roadway analyses, document review, and data collection. Kyle has also been involved in the implementation of Goods Movement, Connected Vehicle, and Integrated Corridor Management (ICM) projects in southern California, where he utilized ArcGIS and design skills to prepare reports and maps of ITS infrastructure improvements. He is proficient with Synchro, Adobe Creative Suite, and SPSS.

Relevant Experience

- **City of Santa Clarita, SSAR, Santa Clarita, CA** – Analyst
- **City of Santa Clarita, LRSP, Santa Clarita, CA** – Analyst
- **City of Eastvale, SSAR, Eastvale, CA** – Analyst
- **City of Perris, LRSP, Perris, CA** – Analyst
- **City of Palm Desert, LRSP, Palm Desert, CA** – Analyst
- **City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA** – Analyst
- **City of Chino, Engineering & Traffic Survey** – Project Manager
- **City of Seal Beach, LRSP, Seal Beach, CA** – Analyst
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Analyst
- **City of Indio, LRSP, Indio, CA** – Analyst
- **County of Mono, SSAR, Mono County, NV** – Analyst
- **City of Inglewood, Stadium Alternative Mitigation Measure: Intelligent Transportation Systems (ITS) Improvements, Inglewood, CA** – Analyst
- **LA Metro, Arterial ITS Inventory Tool Expansion (ITS First), Los Angeles County, CA** – Analyst
- **LA Metro, Los Angeles County Regional ITS Architecture (RITSA) Update, Los Angeles, CA** – Analyst
- **City of Santa Clarita, ITS Phase VII, Santa Clarita, CA** – Analyst
- **San Diego Association of Governments (SANDAG), San Diego and Western Riverside Counties Regional Park & Ride Strategy, San Diego/Western, Riverside, CA** – Analyst



Kyle McGowan, AICP

(Cont.)

Kyle McGowan, AICP

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AICP Membership: Expires

AICP Start Date: 08/20/2021

AICP Certification #: 33483



Proposal to Provide

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Amanda Forsans

Project Analyst

Professional Credentials:

- Bachelor of Science, Civil Engineering, McGill University

Amanda's background is in civil engineering and applied mechanics backed by successful internship experience and knowledge of engineering methods, principles, specifications, and standards. She has experience working on LRSPs in the Southern California region and is very familiar with analysis required for these projects.

Relevant Experience

- **City of Santa Clarita, LRSP, Santa Clarita, CA** – Analyst
- **County of Ventura, LRSP, Ventura County, CA** – Analyst
- **City of Seal Beach, LRSP, Seal Beach, CA** – Analyst
- **City of Costa Mesa, LRSP, Costa Mesa, CA** – Analyst
- **City of Indio, LRSP, Indio, CA** – Analyst



Zander Dally

Project Analyst

Professional Credentials:

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, International Relations, Florida State University

Zander has technical skills in Mapping and Spatial Analysis, Graphic Design, Travel Demand Modeling, and Statistical Analysis. He is knowledgeable in ArcGIS (ArcPro, ArcMap, ArcScene, ArcCatalog, Story Map), Adobe Creative Cloud (Photoshop, InDesign, Illustrator), SketchUp, Canva, Bentley CUBE, IBM SPSS Statistics, and Microsoft Excel. Zander has previous experience working on LRSPs and similar transportation projects.

Relevant Experience

- **City of Costa Mesa, Costa Mesa LRSP, Costa Mesa, CA** – Analyst
- **City of Seal Beach, Seal Beach LRSP, Seal Beach, CA** – Analyst
- **City of Roseville, Roseville LRSP, Roseville, CA** – Analyst
- **City of Tracy, Tracy LRSP, Tracy, CA** – Analyst
- **City of Santa Maria, Santa Maria LRSP, Santa Maria, CA** – Analyst
- **San Gabriel Valley Council of Governments, San Gabriel Valley Transit Feasibility Study, Los Angeles County, CA** – Analyst
- **Los Angeles County Metropolitan Transportation Authority (Metro), North Hollywood to Pasadena BRT, Los Angeles County, CA** – Analyst
- **San Manuel Band of Mission Indians, San Manuel Reservation and Casino Permitting, San Bernardino County, CA** – Analyst




Proposal to Provide

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Jeff Cullen

Data Collection

Professional Credentials:

- Bachelor of Science, Computer Science with Mathematics, California State University, Fullerton

With more than 30 years of experience in the fields of traffic/transportation, computer applications, and software development, Jeff brings an ability to develop powerful yet practical programming/hardware solutions to each project. Some of his accomplishments in the area of computer applications for transportation engineering include:

- Designing, developing, and implementing software packages for traffic collision and citation reporting and analysis; traffic signal design; graphics and mapping; radar speed study analysis and summary; license plate matching; traffic signal timing and coordination; and transportation planning.
- Using the Microsoft Windows-based Crossroads Software Collision Database package to design and implement application database systems for more than 430 agencies throughout California, Nevada, and Washington, including the cities of Los Angeles, Ventura, Long Beach, Redmond, Fresno, Stockton, and Las Vegas; the counties of Riverside, Los Angeles, Ventura, San Diego, Santa Clara, San Bernardino, and Santa Clara; and many others.
- Developing a full-featured Traffic Control Device Inventory System using Microsoft Access complete with GIS mapping and work order tracking capabilities.

Supplementing Jeff's vast experience in computer systems and software development is hands-on involvement analyzing and summarizing data (utilizing Crossroads Software systems) and preparing traffic signal, preliminary engineering, and final design plans for numerous projects utilizing various design packages.

Relevant Experience

- **City of Santa Clarita, LRSP, Santa Clarita, CA** – Data Collection
- **City of Santa Clarita, Citywide SSAR, Santa Clarita, CA** – Data Collection
- **City of Anaheim, LRSP, Anaheim, CA** – Data Collection
- **City of Perris, LRSP, Perris, CA** – Data Collection
- **City of Palm Desert, LRSP, Palm Desert, CA** – Data Collection
- **City of Imperial Beach, LRSP, Imperial Beach, CA** – Data Collection
- **City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA** – Data Collection
- **City of Santa Cruz, LRSP, Santa Cruz, CA** – Data Collection
- **City of Ventura, SSAR, Ventura, CA** – Data Collection
- **City of Indio, LRSP, Indio, CA** – Data Collection
- **City of La Quinta, SSAR, La Quinta, CA** – Data Collection
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Data Collection

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Kimley»Horn - 23



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Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name: KIMLEY-HORN AND ASSOCIATES, INC.
File Number: C1616788
Registration Date: 06/09/1988
Entity Type: FOREIGN STOCK CORPORATION
Jurisdiction: NORTH CAROLINA
Status: ACTIVE (GOOD STANDING)

As of April 21, 2021 (Certification Date), the entity is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of California
this day of April 22, 2021.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: YKQ434Y

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at webfile.sos.ca.gov/certification/index.



Proposal to Provide

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4. Approach to Scope of Services

Project Understanding

The City of Maywood is taking a major step towards enhanced roadway safety through the development of an LRSP. This plan will help the City identify the factors that contribute to local traffic collisions and will better position the City for safety funding from state and federal grant programs. **Kimley-Horn has extensive experience with the California HSIP including the development of the HSIP Implementation Plan at the statewide level, and recently over \$30 million in successful HSIP grants in Cycle 10.** The goal of the LRSP is to develop countermeasures that can be systemically implemented to reduce the risk of collisions on City streets. Kimley-Horn's approach builds that toolbox using three separate processes.

1. Identify Citywide emphasis areas such as impaired driving or active transportation that represent a large portion of traffic injuries
2. Identify site specific case studies that are representative of other locations in the City for a more detailed audit and focused countermeasures
3. A review of citywide policies, programs, resources, and practices that may have an impact on traffic safety, and the identification of opportunities to align with safety best practices

This study is important, because in addition to the trauma of injury and loss of life, economic losses in the City due to traffic injuries on City streets were nearly \$68M from 2016 through 2020 according to CHP's Statewide Integrated Traffic Records System (SWITRS) and Caltrans HSIP Cost Parameters. The Office of Traffic Safety (OTS) most recently ranked Maywood 43 of 97 peer cities in 2018 for traffic injuries after normalizing for population and vehicle miles traveled (VMT), suggesting that the City has a better than average safety performance for its size. The OTS ranking for several categories is listed in **Table 1**. Motorcycle related collisions is the lowest ranked in its peer group, followed by crashes with bicyclists.

Table 1 - Office of Traffic Safety Rankings (2018)

Year	County	Group
2018	LOS ANGELES COUNTY	D
TYPE OF CRASH	VICTIMS KILLED & INJURED	OTS RANKING
Total Fatal and Injury	52	43/97
Alcohol Involved	2	78/97
Had Been Drinking Driver < 21	0	-/97
Had Been Drinking Driver 21 – 34	0	-/97
Motorcycles	5	15/97
Pedestrians	5	47/97
Pedestrians < 15	0	-/97
Pedestrians 65+	2	24/97
Bicyclists	6	25/97
Bicyclists < 15	0	-/97
Composite	16	60/97
TYPE OF CRASH	FATAL & INJURY CRASHES	OTS RANKING
Speed Related	7	60/97
Nighttime (9:00pm – 2:59am)	3	61/97
Hit and Run	4	24/97



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Kimley-Horn is the lead consultant supporting Caltrans' Strategic SHSP and HSIP Implementation Plan. The SHSP outlines statewide priorities and emphasis areas, and when comparing fatalities and serious injuries over the last ten years against statewide trends for SHSP challenge areas, it showed that crashes in the City more often involved pedestrians, intersections, and bicyclists. Fewer crashes involved lane departures, aggressive driving, or motorcycles. **Table 2** shows the statewide fatal and severe injury collisions in a comparison to data from the City of Maywood.

The fact that motorcycles rank highly on the OTS rankings, but lower on the statewide records system indicates that either motorcycle injury crashes have below average severity in the City of Maywood, or that 2018 was an unusually active year.

Table 2 - Fatal & Severe Injuries - Statewide vs. Maywood

Challenge Areas	Statewide	Maywood		
	% of F+SI Collisions (2015-2018)	F+SI Collisions (2015-2018)	% of F+SI Collisions (2015-2018)	% Point Difference
Pedestrians	19.2%	12	50.0%	30.8%
Intersections	23.6%	11	45.8%	22.2%
Bicyclists	33.1%	5	20.8%	12.5%
Distracted Driving	12.4%	2	8.3%	3.3%
Work Zones	8.3%	1	4.2%	2.7%
Occupant Protection	6.4%	3	12.5%	-1.7%
Commercial Vehicles	14.2%	1	4.2%	-2.2%
Aging Drivers	13.1%	2	8.3%	-4.0%
Driver Licensing*	24.3%	1	20.0%	-4.3%
Impaired Driving	5.0%	5	20.8%	-4.4%
Young Drivers	43.3%	1	4.2%	-8.9%
Motorcyclists	21.0%	2	8.3%	-12.6%
Aggressive Driving	23.6%	4	16.7%	-16.4%
Lane Departure	25.3%	5	20.8%	-22.4%

*Available for Fatal Only

Kimley-Horn has analyzed the SWITRS data for the City from 2016-2020. Our preliminary analysis explored the following collision categories:

Collision Severity

1.6% of the injury collisions from 2016-2020 resulted in a fatality or severe injury. A majority of the injury collisions resulted in property damage only. **Table 3** shows the breakdown of injury collisions by injury severity.

Table 3 - Collisions by Severity Level

Severity	Count	Percent
Fatal	2	0.2%
Severe Injury	16	1.4%
Visible Injury	36	3.2%
Complaint of Pain	133	11.8%
Property Damage Only	944	83.5%
Total	1131	100.0%



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Collision Type

The most common types of collisions in the City were sideswipes and broadsides, totaling 58.3% of crashes in the city. A full breakdown of the collision types is shown in **Table 4**.

Table 4 - Collisions by Type

Collision Type	Count	Percent
Unknown	46	4.1%
Head On	103	9.1%
Sideswipe	416	36.8%
Rear End	200	17.7%
Broadside	243	21.5%
Hit Object	53	4.7%
Overturned	5	0.4%
Pedestrian	36	3.2%
Other	29	2.6%
Total	1131	100.0%

Primary Collision Factor

The most common factor that led to collisions in the City was improper turning, occurring at nearly three times the rate of the next most common factors (unsafe speed, right of way violations, traffic signals and signs). A full breakdown of the primary collision factors is shown in **Table 5**.

Table 5 - Collisions by Primary Collision Factor

Primary Collision Factor	Count	Percent
Unknown	128	11.3%
Impaired Driving	16	1.4%
Unsafe Speed	127	11.2%
Following Too Closely	58	5.1%
Wrong Side of Road	24	2.1%
Improper Passing	18	1.6%
Unsafe Lane Changes	21	1.9%
Improper Turning	360	31.8%
Automobile Right of Way	135	11.9%
Pedestrian Right of Way	13	1.1%
Pedestrian Violation	7	0.6%
Traffic Signals and Signs	118	10.4%
Hazardous Parking	1	0.1%
Other Hazardous Violation	13	1.1%
Other than Driver	4	0.4%
Unsafe Starting or Backing	71	6.3%
Total	1131	100.0%



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Collision 'Involved With'

Over 60% of the collisions in the City were between two or more moving motor vehicles, and an additional 25% were with parked cars. However, there were several crashes with fixed objects, pedestrians, and bicycles. Pedestrian crashes in particular resulted in a higher rate of severe injuries. **Table 6** shows a full breakdown of the collisions, what object they were involved with, and the distribution of their injury levels.

Table 6 - Collisions by 'Involved With'

Vehicle Involved With	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total
Other Motor Vehicle	2	3	13	83	565	666
Parked Motor Vehicle	-	1	6	6	263	276
Fixed Object		1	5	4	56	66
Pedestrian	-	7	4	21	7	39
Bicycle		2	5	9	9	25
Motor Vehicle on Other Roadway	-	1	1	5	14	21
Other Object	-	1	-	-	4	5
Non-Collision	-	-	1	1	1	3
Train	-	-	-	-	1	1
Unknown	-	-	1	4	24	29
Total	2	16	36	133	944	1131

Figure 1 and **Table 7** show the concentration of injury crashes in the City and highlight the 10 most economically impactful intersections in the City.





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The LRSP will identify the factors associated with the most vehicle crashes particular to the City and will identify matching countermeasures to reduce or mitigate those crashes. The map below shows where traffic injuries were most concentrated in Maywood.

Figure 1: Injury Crashes and 10 Most Economically Impactful Intersection

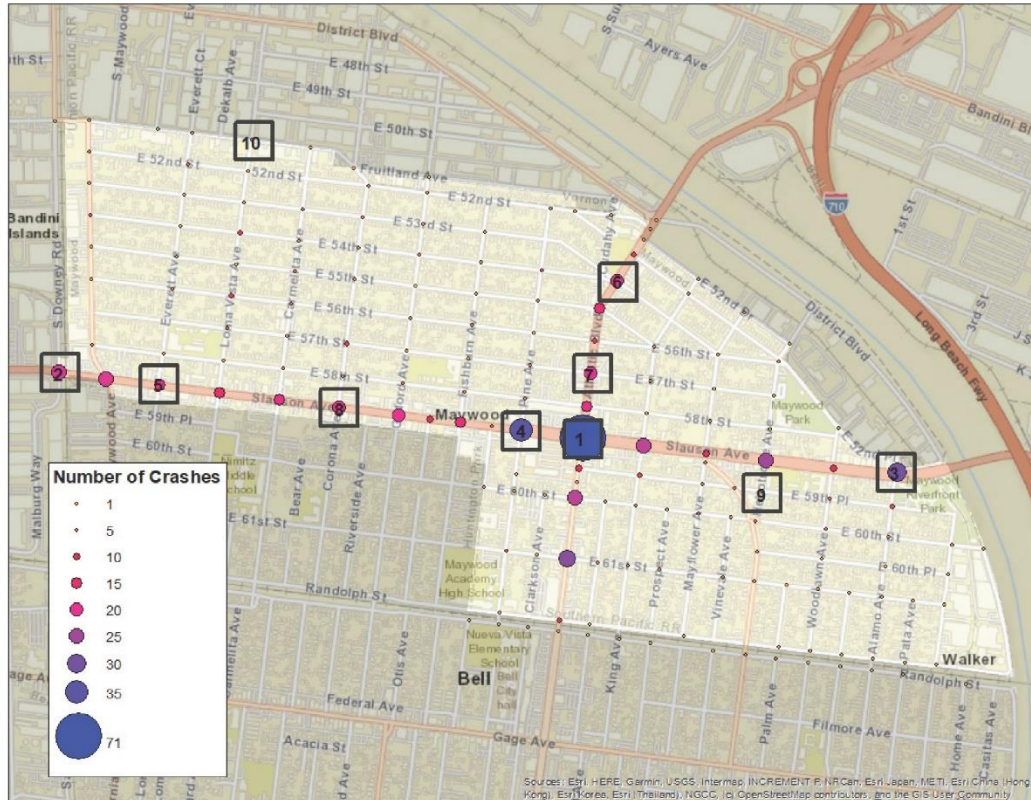


Table 7 - 10 Most Economically Impactful Intersections

Rank	Intersection	Intersection	Fatal	SI	VI	CP	PDO	Cost
1	Atlantic Avenue	Slauson Avenue	0	3	7	11	50	\$9,121,000
2	Downey Road	Slauson Avenue	0	2	0	6	14	\$5,051,600
3	Alamo Avenue	Slauson Avenue	0	2	1	2	26	\$5,029,900
4	Pine Avenue	Slauson Avenue	0	1	4	5	27	\$3,522,800
5	Everett Avenue	Slauson Avenue	0	1	2	3	12	\$2,876,900
6	Atlantic Avenue	54th Street	0	1	1	3	15	\$2,774,500
7	Atlantic Avenue	57th Street	0	1	0	2	17	\$2,577,900
8	Corona Avenue	Slauson Avenue	0	1	0	1	18	\$2,510,300
9	Heliotrope Avenue	59th Place	1	0	1	0	4	\$2,385,500
10	Loma Vista Avenue	Fruitland Avenue	1	0	0	0	5	\$2,256,500



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Our team uses custom GIS based tools to evaluate the roadway system and intersections using Highway Safety Manual statistical methods. This allows for independent evaluation of intersections by control type and roadways by function. Our team then applies additional statistics to rate each location for crash severity, crash type patterns, driver behavior factors, and roadway conditions.

Kimley-Horn works closely with Crossroads, allowing us to seamlessly input their data outputs of the most recent available crash data. Our custom in-house software can process the Crossroads crash records to provide a ranked order of intersections and roadway segments by crash activity consistent with the Local Roadway Safety Manual, provide a statistical evaluation of crash rates for each location relative to citywide norms, and highlight locations with unusually high crash severities or crash patterns that can help diagnose safety challenges.

Kimley-Horn's approach to LRSP development centers on the creation of a countermeasure toolbox that includes items that address both infrastructure and driver behavior. A combination of crash history, roadway characteristics, and stakeholder feedback is used to determine which countermeasures will be most likely to have the most safety benefit relative to cost for the City. The toolbox is then used to produce three products as part of the LRSP.

1. City-wide Systemic Infrastructure

Projects; Serious injuries crashes in the City are more likely to impact pedestrians than in other parts of California. The LRSP would likely include a number of low-cost systemic countermeasures such as high visibility crosswalks, leading pedestrian intervals, or additional sidewalks as warranted on the local street network.

2. Local Infrastructure Projects;

For example, the intersection of Atlantic Avenue and Slauson Avenue had the costliest injury count between 2015 and 2019 according to the SWITRS dataset, with 71 crashes over a 5-year period. Three crashes involved pedestrians. Sideswipes and broadsides were the most common crash types and rear-ends were also frequent. The LRSP would likely consider signal timing changes such as moving to protected left or flashing yellow arrows, installation of advanced dilemma zone detection, and retroreflective backplates.

3. Non-Infrastructure Projects;

Serious injury and fatal crashes in Maywood are more commonly associated with bicycles. The LRSP could explore opportunities to improve collaboration between law enforcement and schools to deliver education programs for bicycle safety. The team could also evaluate City ordinances and policies on bicycle helmets, riding on sidewalks, and other bicycle safety considerations.

The following scope of services outlines how Kimley-Horn will build on the City's current plans to provide a well-rounded framework for an on-going safety improvement program. The LRSP will be structured to make the City more competitive for grant funding, be better able to identify and prioritize safety needs, and encourage safer driving practices of its residents.





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Work Plan

Task 1 – Project Management & Meetings

Task 1.1 – Kick-Off Meeting and Project Administration

Kimley-Horn will prepare an agenda and conduct a project kick-off meeting to review and refine the project methodology and schedule, and to establish a Project Development Team (PDT) with key City staff. We will maintain close and consistent communication through regular PDT status meetings to discuss plan development and project progress. Meetings are anticipated to be held virtually given current conditions.

Kimley-Horn will assist the City in providing administrative support to make sure the project follows the Local Assistance Procedure Manual guidelines.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project. Kimley-Horn recommends in-person meetings, if conditions allow, at the following project milestones:

1. Project Kick-Off
2. Selection of High-Collision Sites for Project Development
3. Field Review Debrief
4. Project Recommendations

Additionally, Kimley-Horn will hold a short bi-weekly project progress meeting with the City's project manager to discuss the current status of the project and to make decisions about project direction as alternative courses emerge.

During our kick-off meeting we will identify safety partners/stakeholders who should be included in future project communications. We value representation from the local community, businesses, non-profit organizations, local transportation providers, City's Public Works department, Maywood Police Department, Riverside County Fire Department, Maywood Union School District, and health and safety agencies when creating a well-rounded safety plan.

Task 1.2 – Identify Stakeholders

Kimley-Horn will work with the City to identify stakeholders that will be engaged throughout the LRSP process. Key stakeholders will include those identified during the kick-off meeting in Task 1.1.

Task 1.3 – Identify Project Goals and Objectives

We will work with City staff to establish goals and objectives after completing the comprehensive data analysis with a focus on improving traffic and pedestrian safety. We will establish the emphasis areas. The team will identify safety challenges specific to the City of Maywood that are elevating the risk of traffic injuries. The goals and objectives will be structured to meet the needs of the LRSP Program, provide optimal support of statewide funding priorities, and incorporate Priority Safety Strategies, Infrastructure Safety Projects, and Behavioral Safety Strategies and feedback from stakeholders and City staff. Each goal will be associated with a set of objectives that will help determine the prioritization of plan recommendations.

Task 1.4 – Stakeholder Meetings

Kimley-Horn will work with the City to reach out to safety partners/stakeholders from the contact list developed. Up to three stakeholder meetings will be hosted, either virtually or in-person (as COVID restrictions allow), to allow for two-way communication and feedback on the materials communicated. The meeting will provide an overview of the LRSP process, identify/establish safety goals, objectives, strategies and emphasis areas, inform those present on the results found during the crash analysis, and outline the draft countermeasures and potential solutions. Stakeholders will be utilized for their local insight on the area, any challenges or opportunities they may know of, and their knowledge of "near-miss crashes." Any potential additions or changes to the recommended countermeasures, based on the feedback received during this meeting, will be discussed with the City. The group will prioritize plans for implementation and be able to review and comment on the draft and final LRSP before recommending approval of the document to be adopted by City Council.

» Task 1 Deliverables

- » Project Kickoff Meeting
- » Project Update Meeting Agenda & Notes
- » Monthly Progress Reports
- » Stakeholder Identification List



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- » Draft Project Goals and Objectives
- » Stakeholder Meetings
- » Field Visit Package (crash diagrams, note sheets, site visit maps)

- » Field Notes
- » Attendance at Traffic Advisory Committee Meetings

» Task 2. Review of Existing Planning Documents

Task 2.1 – Literature Review

We will conduct a literature review of existing plans published by the City, including the General Plan. Documents produced by LA Metro, SCAG, and Caltrans will also be reviewed to identify projects, policies and programs that are in place or recommended that might be of value to this analysis. Our team is already familiar with Caltrans procedures and guidance on the development of SSAR and LRSP plans and will provide a summary as part of this task.

Task 2.2 – Best Practices Analysis

Kimley-Horn will work with City staff to identify programs and policies within the City that are most supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn's staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

» Task 2 Deliverables

- » Question List of Current Practices for City
- » Technical Memorandum #1: Existing Plans and Programs

» Task 3. Data Collection & Analysis

Task 3.1 – Data Analysis

Kimley-Horn will perform a comprehensive data analysis review. Our approach to safety analysis includes statistical network screening using Highway Safety Manual Methods. These methods are selected to identify locations with higher-than-expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror High Traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

The second screening step focuses on crash type over-representation. Citywide data is used to determine the typical collision type mix for each of the functional classifications and intersection control types. Then the mixture is reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed would include:

• Fatal Collisions • Fatal + Serious Injury Collisions • Broadside Collisions • Rear-End Collisions • Sideswipe Collisions • Head-On Collisions	• Single Vehicle Collisions (run off road, fixed object, parked vehicle, other) • Bicycle Collisions • Pedestrian Collisions • Wet/Slippery Road Collisions • Nighttime Collisions	• Collisions Involving Alcohol/Drugs • Collisions Involving Driver Inattention • Collisions Involving Speeding/Aggressive Driving
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The resulting list would include both the number of collisions for each factor, and the probability that any excess is not random.

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Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



Kimley-Horn will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance. Kimley-Horn will then recommend up to ten locations for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to increase the potential number of systemic factors, and mitigations identified. We will identify potential conflicts between vehicles, pedestrians, and bicycles.

Task 3.2 Roadway Characteristics Inventory

Kimley-Horn will obtain available data on roadway functional classification, intersection control, schools, parks, transit stops, and other roadway characteristics that impact safety. Available traffic volume data will also be collected from the City.

Task 3.3 – Field Tour

At up to 10 identified high collision locations (key corridors and intersections) identified in Task 2, field assessments with City staff will be conducted to collect additional information to better match roadway characteristics with collision activity, allowing the team to diagnose issues and develop systemic recommendations. Deficiencies per the Highway Design Manual and other regulatory and guidance documents will be identified at these locations.

Task 3 Deliverables

- » Technical Memorandum #2: City-wide Safety Background and Trends
- » List of Intersection and Segments with Statistically Analyzable Collision Activity
- » City-wide Safety Trends and Recommended Focus Areas
- » Crash Diagrams for High Crash Locations
- » List of Potential Local Countermeasures

Task 4. Countermeasure Development

Task 4.1 – Develop Priority Criteria and Priority Areas

Kimley-Horn will work with the City and stakeholders to develop priority criteria and identify priority areas that will be used to develop the countermeasures in Task 4.2. These countermeasures will address these priority areas and will align with State & Federal countermeasures that have been identified to assist in reducing fatal & injury collisions.

Task 4.2 – Identify Countermeasures

The identification of the potential projects will be developed by examining the crash data and determining the appropriate countermeasure improvements to roadway segments. The team will prepare a toolbox of systemic safety mitigations that can be applied citywide, or on key parts of the network.

Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, emergency response, policy updates, coordination activities and other items that will contribute to the overall tapestry of roadway safety in the City. We will identify safety measures that are appropriate, cost efficient, and are proven effective countermeasures by the US Department of Transportation and the FHWA.

The toolbox will be developed in three steps:

1. The site visit locations will be used as case studies. Solutions that emerge from those will be associated with the conditions they are addressing and added to the toolbox.
2. The team will identify up to three safety emphasis areas for the City based on collision trends and patterns that can be looked at holistically to identify broader strategies that can be employed to address them.
3. The best practices review will be used to identify actions the City can take to improve the safety environment.

An implementation plan will be developed for inclusion in the LRSP report that will help the City prioritize improvements and identify potential funding sources while remaining responsive to funding opportunities for HSIP and related grants, including evolving needs as plan implementation progresses.



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



Task 4.3 – Develop Priority Projects

Kimley-Horn will provide recommendations for operational safety improvements and develop project sheets for up to five high crash locations to improve roadway, traffic, and pedestrian safety. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and been approved by the City. Each countermeasure will also have a reported benefit/cost. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions. Projects will be reviewed and recommended for available grants.

Task 4 Deliverables

- » List of Priority Criteria & Priority Areas
- » Safety Countermeasure Toolbox
- » Up to Ten Project Sheets Including List of Potential Projects
- » Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements

Task 5. Implementation Program

Projects will be analyzed for their potential to reduce crash activity. Projects with the greatest and most cost-efficient crash reduction potential will be prioritized. Short-term, medium-term, and longer-term projects will be identified based on their cost and likelihood of reducing crashes.

The Kimley-Horn team will work with the City to develop an action plan, and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the LRSP.

This plan will also include a program for updates to the LRSP and an analysis procedure that City staff can use to update the network screening results to determine the effectiveness of countermeasures that have been implemented and to establish new priorities as existing ones are addressed and as roadway conditions and driver expectations change.

Task 5 Deliverables

- » 3 Project Packages for Grant Applications
- » Technical Memorandum #3: Implementation Plan

Task 6. LSRP Development

Task 6.1 – Draft LRSP

Kimley-Horn will prepare a Draft LRSP to document the findings of the previous tasks. The draft report will be submitted to the City for review and comment and we will assist in circulating the Draft LRSP to identified stakeholders for review. Kimley-Horn will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document.

Task 6.2 – Final LRSP

Kimley-Horn will respond to all comments and incorporate feedback received on the Draft LRSP into the Final LRSP. This document will guide the City's effort to improving transportation safety and reducing the number of incidents and the severity of those incidents on our transportation systems.

The LRSP will be a living document and analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, experiences changes to needs and priorities, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

Kimley-Horn, along with City staff, will take the lead on plan adoption and present the Final LRSP to City Council.

Task 6 Deliverables

- » Draft LRSP
- » Final LRSP



Proposal to Provide

Planning & Engineering Services for the Preparation of a
Local Roadway Safety Plan (LRSP)



B. Cost Proposal

As instructed by the City's Request for Proposal, we have submitted our cost proposal in a separately sealed envelope. We welcome the opportunity to discuss our cost with the City and are flexible to adjustments and refinements as reasonably necessary to better accommodate your needs.





Contact

Darryl dePencier, AICP, GISP, RSP_{2B}

Darryl.DePencier@kimley-horn.com • 213.261.4040

660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017

www.kimley-horn.com



Kimley»Horn

EXHIBIT B

COMPENSATION

B-1



Proposal to Provide

Planning & Engineering Services for the Preparation of a Local Roadway Safety Plan (LRSP)



CITY OF MAYWOOD Local Road Safety Plan

		Name	Kimley-Horn and Associates, Inc.											
194.77%	Overhead%		Darryl dePencier	Mike Colety	Jean Fares	Sr. Professional II	Sr. Professional I	Professional	Analyst	Sr. Project Support	Project Support			
194.46%	Overhead% w/o FCCM		Project Manager	QA/QC	Principal-in-Charge									
10%	Fee%		Direct Rate	\$59.38	\$94.00	\$98.90	\$77.97	\$63.65	\$55.46	\$45.53	\$50.25	\$37.14	Total Hours	Total Cost
	Billing Rate		\$192.52	\$304.76	\$320.65	\$252.79	\$206.36	\$179.81	\$147.62	\$162.92	\$120.41			
Task 1	Project Management		30	0	0	0	0	4	28	0	22	84	\$ 13,277.16	
1.1	Kick-off and Project Administration		16						12		6	34	\$ 5,574.18	
1.2	Identify Stakeholders		4						4			8	\$ 1,360.54	
1.3	Identify Project Goals and Objectives		2					4	4			10	\$ 1,694.74	
1.4	Stakeholder Meetings		8						8		16	32	\$ 4,647.70	
Task 2	Review of Existing Planning Documents		6	0	0	0	0	0	8	0	20	34	\$ 4,744.32	
2.1	Literature Review		2						4		16	22	\$ 2,902.12	
2.2	Best Practices Analysis		4						4		4	12	\$ 1,842.20	
Task 3	Data Collection and Development		16	0	2	0	0	0	12	0	44	74	\$ 10,791.21	
3.1	Data Analysis		6		2				8		24	40	\$ 5,867.27	
3.2	Roadway Characteristics Inventory		2						4		12	18	\$ 2,420.47	
3.3	Field Tour		8								8	16	\$ 2,503.47	
Task 4	Countermeasure Development		10	4	2	24	0	0	12	0	50	102	\$ 17,644.61	
4.1	Develop Priority Criteria		4		2	8			4		8	26	\$ 4,987.48	
4.2	Identify Countermeasures		4	2		8			4		34	52	\$ 8,086.47	
4.3	Develop Priority Projects		2	2		8			4		8	24	\$ 4,570.67	
Task 5	Implementation Program		6	0	2	8	0	0	6	4	28	54	\$ 8,727.70	
5.1	Implementation Program		4		2	4			6	4	12	32	\$ 5,404.88	
5.2	Grant Project Development		2			4					16	22	\$ 3,322.82	
Task 6	LRSP Development		12	2	4	6	0	0	12	0	30	66	\$ 11,102.91	
6.1	Draft LRSP		8	2	2	4			8		18	42	\$ 7,150.52	
6.2	Final LRSP		4		2	2			4		12	24	\$ 3,952.39	
	TOTAL HOURS		80	6	10	38	0	4	78	4	194	414		
	Subtotal Labor:		\$ 15,401.56	\$ 1,828.58	\$ 3,206.50	\$ 9,606.07	\$ -	\$ 719.24	\$ 11,514.01	\$ 651.67	\$ 23,360.28		\$ 66,287.91	
	Other Direct Costs												\$ 5,500.00	
	Outside Printing												\$ -	
	Travel/Mileage												\$ 500.00	
	Data Collection (Crossroads)												\$ 5,000.00	
	TOTAL COST:												\$ 71,787.91	



Rate Schedule

Effective from contract start date through June 30, 2022

<u>Classification</u>	<u>Billing Rate per Hour*</u>
Project Manager	\$192.52
QA/QC Manager	\$304.76
Principal-in-Charge	\$320.65
Analyst	\$147.62
Professional	\$179.81
Sr. Professional I	\$206.36
Sr. Professional II	\$252.79
Sr. Project Support	\$162.92
Project Support	\$120.41

*Rates will be escalated on July 1st, beginning 7/1/2022

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

EXHIBIT C

LABOR CODE REQUIREMENTS

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” 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 Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

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

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

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

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: 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. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

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

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. 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. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF A RESOLUTION NO. 6207 OF THE CITY COUNCIL APPROVING PARTICIPATION IN THE TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR SAFE, CLEAN, WATER PROGRAM FUNDING

RECOMMENDATION:

Staff recommends that the City Council consider adoption of Resolution No. 6207 approving the City's participation in the Transfer Agreement between the Los Angeles County Flood Control District and the City of Maywood for the Safe, Clean, Water Program and authorize the Mayor to execute the contract.

BACKGROUND:

The City of Maywood participates, through Measure W, in the Safe, Clean Water Program, which provides local, dedicated funding to increase Los Angeles County's local water supply, improve water quality, and enhance communities. The program generates up to \$285 million each year from a special parcel tax of 2.5 percent per square foot of impermeable surface area of private property in the Los Angeles County Flood Control District, to fund multi benefit stormwater and urban runoff capture projects. Projects that assist in achieving separate municipal storm sewer system (MS4) permit compliance, utilize Nature Based Solutions, and/or provide benefits to Disadvantaged Communities are prioritized to receive funding to the extent feasible. The City of Maywood for fiscal year 2020-2021 was estimated to receive \$180,000, which would cover approximately 93% of the storm water program expenses for that fiscal year. This is based off the annual plan prepared by our consultant NV5.

DISCUSSION:

In order to receive the disbursement from the district or the Municipality's SCW Program Payment for the 2020-21 Fiscal Year a signed executed Agreement must be received and the District's receipt of the Annual Plan for 2020-21 Fiscal Year. The Transfer Agreement between the City of Maywood and the LA County Flood Control District will satisfy one requirement for disbursement of the program funding.

LEGAL REVIEW:

The report has been reviewed by legal as to form.

FISCAL IMPACT:

This agreement would allow the City to be reimbursed for expenditures already spent in the prior fiscal year up to \$180,000. Therefore, no additional budget amendment is needed.

ATTACHMENT(S)

1. DRAFT City of Maywood Annual Plan FY 2020-21
2. SCWP Transfer Agreement - City of Maywood

RESOLUTION NO. 6207

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD APPROVING PARTICIPATION IN THE TRANSFER
AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE
CONTRACT FOR SAFE, CLEAN, WATER PROGRAM FUNDING**

WHEREAS, the City of Maywood desires to participate in the Los Angeles County Flood Control District Safe, Clean Water (SCW) Program; and

WHEREAS, the City authorizes the execution of a contract with the County of Los Angeles in order to receive said SCW funds;

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

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

Section 2. The City Council approves entering into the Transfer Agreement with the LA County Flood Control District to satisfy a requirement of the SCW Program to allow the County to disperse an estimated \$180,000 in program funds to the City of Maywood.

Section 3. The City Council authorizes the Mayor to execute a contract with the County of Los Angeles in order to fund and receive the SCW funds and also authorizes the City Manager to execute any and all other documents necessary for participation in the Los Angeles County Flood Control District SCW Program on behalf of the City of Maywood.

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

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

PASSED, APPROVED AND ADOPTED THIS 24th day of November 2021.

Ricardo Lara, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

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

I, Flor Aguiluz, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No.6207 was adopted at a regular meeting of the City Council of the City of Maywood held on the 24th day of November 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Flor Aquiluz, City Clerk

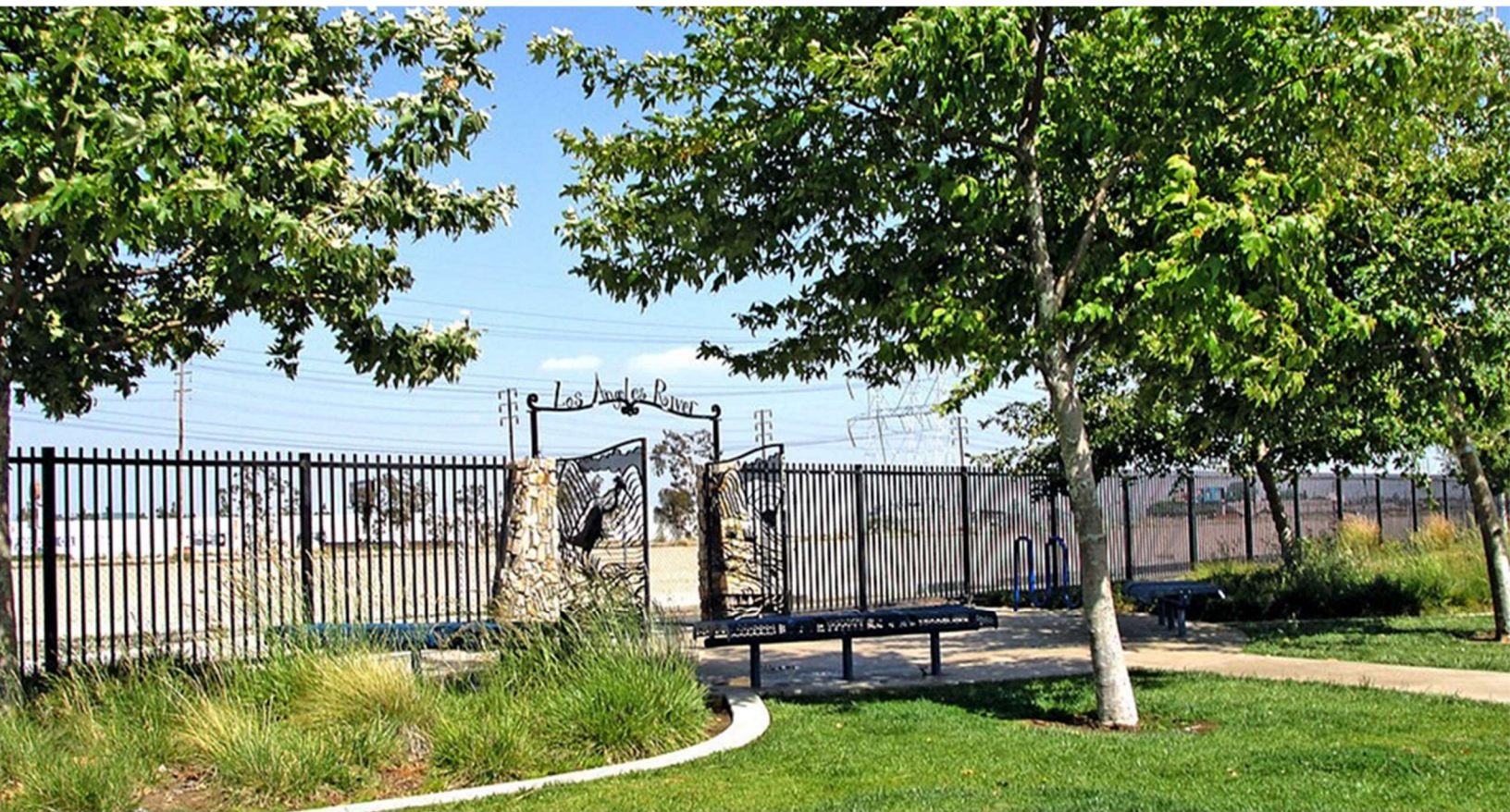
CITY OF MAYWOOD

ANNUAL PLAN

FY 2020-2021

Prepared For:

Los Angeles County Flood Control District
Safe Clean Water Program



CITY OF MAYWOOD
4319 East Slauson Avenue
Maywood, CA 90270
(323) 562-5721



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1.0 PROJECTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The City of Maywood (City) does not anticipate funding storm water projects through SCW funding during Fiscal Year (FY) 2020-2021.

2.0 PROGRAMS

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The City will utilize a portion of Municipal Program funding in support of the following programs:

A. Watershed Management Program (WMP) Planning and Coordinated Integrated Monitoring Program (CIMP) Implementation

This program will fund the management of the Watershed Management Program (WMP). Specific activities include the completion of updates to the WMP and Reasonable Assurance Analysis (RAA) for the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA). The Coordinated Integrated Monitoring Plan (CIMP) assesses compliance with water quality requirements and evaluates the effectiveness of NPDES MS4 Permit implementation. The CIMP includes outfall screening, outfall monitoring, and receiving water monitoring for comparison to applicable water quality benchmarks.

B. Gateway Water Management Authority (GWMA) Membership Fee

The GWMA is a local Joint Powers Authority (JPA) is a large watershed-based coalition that is comprised of various cities, including Maywood and other LAR UR2 WMA MS4 Permittees, water agencies, and a port that are responsible for coordinating the regional watershed needs in the Gateway Region of Southwest Los Angeles County. The GWMA provides planning, grant application, resource development, regional multi-benefit project implementation, and fiduciary management for the lower Los Angeles and San Gabriel River Watersheds. GWMA members pay an annual membership fee for participation in regional planning and coordination of various water quality projects.

C. Industrial/Commercial Facilities Program

Under the existing MS4 Permit, the City is required to develop and implement programs to prevent illicit discharges, reduce discharges of storm water to the maximum extent practicable, and prevent the discharge of pollutants from industrial and commercial sites from causing or contributing to a violation of receiving water limitations. The City will update the Industrial and Commercial Facility Database, with Critical Sources having the potential to discharge pollutants



to the MS4 included in the inventory, as applicable. The City's industrial and commercial facility database currently includes:

- 54 food service establishments
- 25 automotive repair or Retail Gasoline Outlets (RGO)
- Six (6) active Industrial General Permit (IGP) holders

The City, along with our identified storm water consultant, will conduct inspections for approximately 85 identified facilities. Both commercial and industrial facilities are to be inspected at least twice during the MS4 Permit term.

D. Storm Water Program Training

Compliance with the MS4 Permit requires annual training of City staff. One training session will focus on the use of Best Management Practices (BMPs) for construction projects within the City tailored to the specific risk posed by a project per Section VI.D.8.I.ii.(1) of the LA County MS4 Permit. Risk levels are calculated based on potential for erosion from the site and the sensitivity of the receiving water body. The use of BMPs for all construction sites, sites covered by the CGP, and for paving projects per Section VI.D.8.I.ii.(2) of the LA County MS4 Permit will be reviewed during this training as well. A second annual session will train applicable employees and/or contractors performing municipal storm water services on the requirements of the overall storm water management program. This will promote a clear understanding of the potential for activities to pollute storm water and identify opportunities to implement appropriate BMPs. The training program will also cover the proper use, handling, and disposal of pesticides to protect storm water quality, as well as the key elements of the Illicit Connection and Illicit Discharge (IC/ID) Elimination Program.

Applicable SCW Program Goals:

The abovementioned programs will help the City further compliance with the MS4 Permit and achieve SCW Program goals. Implementation of the WMP and CIMP and participation in the GWMA provides an iterative planning and evaluation process to ensure adaptive management. Minimum Control Measures described in the WMP, including Industrial and Commercial inspections and Training, are designed to improve water quality and contribute to the attainment of water quality requirements. The ultimate purpose of these programs is to enhance and protect the water quality of the receiving waters consistent with the Clean Water Act and the Los Angeles County MS4 Permit.

3.0 OPERATION AND MAINTENANCE ACTIVITIES

A-3. Description of all operation and maintenance activities anticipated to the funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A. Catch Basin Maintenance

Compliance with the MS4 Permit requires regular catch basin cleaning and maintenance. This program includes the clearing of all debris and performing minor maintenance to catch basins on a quarterly basis, at a minimum. Maintenance on connector screen pipes and/or automatic retractable screens and reapplication of catch basin stenciling is also performed as needed. The primary purpose of this program is to remove accumulations of trash and sediment to prevent



flooding and transport of sediment and pollutants to the Los Angeles River. The amount of trash removed is tracked by the catch basin maintenance contractor.

B. Street Sweeping

Street sweeping is conducted weekly on City streets to prevent trash, debris, and other pollutants from entering storm drains and surface water bodies. Regular street sweeping can reduce the amount of more labor-intensive catch basin cleaning and helps to prevent trash and sediment from mobilizing to downstream receiving waters.

Applicable SCW Program Goals:

The above operation and maintenance activities improve water quality and contribute to the attainment of water quality requirements through direct prevention of sediment and pollutants entering receiving waters. They also enhance public health by preventing and cleaning up contaminated water and are an investment in maintaining infrastructure that promotes green jobs and career pathways, along with various other benefits.

4.0 STAKEHOLDER AND COMMUNITY OUTREACH/ENGAGEMENT ACTIVITIES

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A. Public Information and Participation Program

The City continues to develop activity and facility-specific public education content for the purpose of public education and outreach. Content for incorporation by the City Webmaster or distribution by the City may include, but not be limited to:

- LA County MS4 Permit requirements
- Pollutant source controls
- BMP implementation
- LAR UR2 WMA WMP and CIMP
- Receiving water impairments

The City is developing educational materials for distribution particularly to industrial and commercial facilities including, but not limited to, food services establishments, auto service facilities, and IGP holders within the City.

Applicable SCW Program Goals:

Outreach and community engagement activities associated with storm water compliance programs are important as a means to help the public become aware of impacts to the environment and, individual actions they can take to protect and improve the quality of their surrounding water bodies. Through public education of our storm water programs, the City can also raise awareness and promote green jobs and career pathways.



5.0 POST-CONSTRUCTION MONITORING

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

The City of Maywood (City) does not anticipate implementing post-construction monitoring related projects through SCW funding during FY 2020-2021.

6.0 STATUS OF AWARDED PROJECTS

A-6. Provided the status of projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

Not Applicable.

7.0 BUDGET

Table 1 below provides a summary of the budget for each of the previously described projects and programs. As this budget is for FY 2020-2021, these expenses have already been incurred by the City. However, expenses were incurred after November 6, 2018. The Municipal Program Fund Estimate for 2020-2021 for the City of Maywood is \$180,000 which would cover approximately 93% of the storm water program expenses listed in Table 1.

Table 1. FY 2020-2021 SCW Municipal Program Budget

Section	Description	Amount
A-1	Projects	\$0.00
A-2	A. Watershed Management Program (WMP) Planning and Coordinated Integrated Monitoring Program (CIMP Implementation)	\$52,680.00
	B. GWMA Membership Fee	\$6,000.00
	C. Industrial/Commercial Facilities Program	\$35,365.00
	D. Storm Water Program Training	\$2,810.00
A-3	A. Catch Basin Maintenance	\$4,114.00
	B. Street Sweeping	\$90,000.00
A-4	Stakeholder and Community Outreach/Engagement Activities	\$1,950.00
A-5	Post-Construction Monitoring	\$0.00
A-6	Status of Awarded Projects	\$0.00
	TOTAL	\$192,919.00



**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF MAYWOOD
AGREEMENT NO. _____
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Maywood, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

“Code” means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Maywood	
Name:		Name:	Steve Fowler
Address:		Address:	4319 E. Slauson Ave., Maywood, CA. 90270
Phone:		Phone:	(323) 562-5721
Email:		Email:	steve.fowler@cityofmaywood.org

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

(Municipal Contact)

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
<u>Fiscal Year</u>	<u>Audit Begins</u>	<u>Audit Report Due to District</u>
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

- a. Amount of funds received;
- b. Breakdown of how the SCW Program Payment has been expended;
- c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
- d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
- e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
- f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
- g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
- h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
- i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	• Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted • No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands - Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
 - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
 - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
 - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
 - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
 - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES DODGERS FOUNDATION TO BUILD A DODGERS DREAMFIELD AT MAYWOOD PARK.

RECOMMENDATION:

Staff recommends that the City Council approves the following:

- 1) Approve a MOU between the City of Maywood and the Los Angeles Dodgers Foundation in a form subject to the approval of the City Attorney and City Manager to build a Dodgers Dreamfield at Maywood Park.
- 2) Appropriate \$328,817 from the general fund for the City's portion of the total project cost for the Dodgers Dreamfield.

BACKGROUND:

Maywood Park has hosted baseball teams for many years. The park has not had any major improvements in at least a decade. Currently, it serves as the field for M.a.C.E.S. High School's baseball team and the Southeast Rio Vista YMCA's Dodgers RBI Program.

DISCUSSION:

The City and Southeast Rio Vista YMCA staff have been in ongoing discussions with the Los Angeles Dodgers Foundation to build a new baseball field at Maywood Park.

The Los Angeles Dodgers Foundation has partnered with various agencies throughout Southern California to facilitate the construction of fifty (50) Dreamfields. In light of the Los Angeles Dodgers Foundation's work in other jurisdictions to support the development and construction of baseball facilities, staff began negotiations with the Foundation.

The Dodgers Foundation is prepared to start construction in December 2021 with an expected unveiling event in April 2022. The Los Angeles Dodgers Foundation has provided an overall budget and rendering of the project (see attached). The complete budget for the project is \$657,633. Funding to support the project is available from the San Manuel Band of Mission Indians, Security Benefit, the LA84 Foundation, and the Los Angeles Dodgers Foundation. These entities will be able to fund fifty percent of this project; the other half would need to be funded by the City; this amount is \$328,817. This opportunity will allow the City to bring a

renovated baseball field to the community. The new field will include new turf, infield, fencing, bullpen, batting cage, solar scoreboard, fencing, and dugouts.

Construction of the Dodgers Dreamfield at Maywood Park will be led by the Los Angeles Dodgers Foundation and its project manager, Jon Mosier of Landmark Sports.

It is the staff's recommendation to authorize the City Attorney and the City Manager to work with the Los Angeles Dodgers Foundation on the agreement to build a Dodgers Dreamfield at Maywood Park and authorize the expenditure of \$328,817 for the City's share of the project.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this item as there is an available budget of \$383,697, once the costs for the restrooms, bleachers, and shade structure are encumbered. The City of Maywood is responsible for \$328,817 of the project costs for the construction of the Dodgers Dreamfield at Maywood Park. This will bring the available budget to \$54,880 from the original project balance of \$805,690.

ATTACHMENT(S)

1. LADF Dreamfields Agreement with City of Maywood 2021
2. Existing Condition of Maywood Baseball Field
3. Proposed Field Design
4. Dodgers DreamFields Cost Proposal

**AGREEMENT
BETWEEN THE CITY OF MAYWOOD AND
THE LOS ANGELES DODGERS FOUNDATION
FOR THE INSTALLATION OF
BASEBALL FIELD IMPROVEMENTS
AT MAYWOOD PARK**

THIS AGREEMENT ("AGREEMENT") is entered into this 24th day of November, 2021 (the "EFFECTIVE DATE"), by and between the City of Maywood, California ("CITY"), and The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation ("DONOR"), for the installation of baseball field improvements at MAYWOOD PARK. CITY and DONOR may each be referred to individually as a "PARTY" and collectively as the "PARTIES."

WHEREAS, CITY operates and maintains real property commonly known as MAYWOOD PARK ("PARK"), located at 4801 E. 58th Street, Maywood, CA 90270; and

WHEREAS, DONOR supports key cornerstone programs in sports and recreation, education and literacy, health and wellness, benefitting children and families throughout the greater Los Angeles, California area, and is exempt from federal income taxation under Internal Revenue Code ("Code") Section 501(c)(3) and not a private foundation under Code Section 509(a); and

WHEREAS, DONOR, with support from other contributors, and in collaboration with other cities and counties in the Los Angeles area, has previously completed over fifty (50+) Dodgers Dreamfields at various park sites in the Los Angeles area; and

WHEREAS, CITY is continuously seeking to improve its park facilities and promote active sports play among youth in the CITY, and owns an appropriate park site for DONOR to meet its goals as stated above; and

WHEREAS, DONOR and CITY have agreed to collaboratively provide necessary funding for the development and improvement of one (1) baseball field ("FIELD") with a total monetary value up to Six Hundred and Fifty-Seven Thousand, Six Hundred and Thirty-Three Dollars (\$657,633), at specified locations within the PARK ("PROJECT LOCATION"); and

WHEREAS, Such FIELD improvements will consist of new playing surface, field enclosure, fencing, irrigation system, field lighting, covered dugouts, backstops, updated netting, players benches, bleachers, an electronic scoreboard, and mound (collectively, "FIELD IMPROVEMENTS"), and including project management services, by DONOR as described in the Project Description and Cost Estimate sheet attached hereto and incorporated herein by reference as Exhibit A, pursuant to project plans and specifications ("PLANS") mutually approved by the PARTIES; and

WHEREAS, DONOR wishes to donate up to One Hundred and Twenty-Three Thousand, Eight Hundred Sixteen Dollars (\$123,816) and has secured funding amounting up to approximately Two Hundred and Five Thousand Dollars (\$205,000), through DONOR resources and contributions from additional DONOR partners ("DONOR PARTNERS"), together with CITY'S contribution of Three Hundred and Twenty-Eight Thousand, Eight Hundred and Sixteen Dollars (\$328,816), to be used collectively towards the FIELD IMPROVEMENTS; and

WHEREAS, DONOR wishes to provide, and CITY wishes to accept, these gifts for the FIELD IMPROVEMENTS constructed and/or installed at the PROJECT LOCATION.

NOW, THEREFORE in consideration of the forgoing and the terms and conditions contained herein, and the performance thereof, the PARTIES to this AGREEMENT hereto mutually agree as follows:

Pursuant to this AGREEMENT, the PARTIES hereby agree to work cooperatively to have the FIELD IMPROVEMENTS installed at the PROJECT LOCATION, and DONOR hereby agrees to donate the FIELD IMPROVEMENTS to CITY, and CITY hereby agrees to accept such GIFT, pursuant to the terms and conditions set forth below.

1. PARTIES and AGREEMENT Contacts.

CITY: Jennifer Vasquez, City Manager
City of Maywood
4319 E. Slauson Ave.
Maywood, CA 90270

Main: (323) 562-5700
Fax: (323) 773-2806
Email: jennifer@cityofmaywood.org

DONOR: Nichol Whiteman, Chief Executive Officer
The Los Angeles Dodgers Foundation
Dodger Stadium
1000 Vin Scully Avenue
Los Angeles, CA 90012
Phone: (323) 224-1466
Fax: (323) 224-1452
Email: NicholW@dodgersfoundation.org

2. The PROJECT. Through the monetary contributions described below in Section 4 of this AGREEMENT, DONOR shall contract with LANDMARK SPORTS ("LANDMARK") to manage and oversee the installation of the FIELD IMPROVEMENTS, including, without limitation, the coordination of work with any contractors and/or subcontractors (collectively, "CONTRACTORS") hired by

LANDMARK and/or DONOR, and CITY CONTRACTORS. The FIELD IMPROVEMENTS will be installed at the PROJECT LOCATION within the PARK, illustrated by the Design and Project Location Rendering attached hereto and incorporated herein by reference as Exhibit B, in accordance with the Project Timeline and Project Description and Cost Estimates attached hereto as Exhibit C and Exhibit A, respectively, and incorporated herein by reference.

Each of DONOR'S and DONOR PARTNERS' names, logos, or other identifying marks, will be incorporated into the design of the FIELD and placed on or around the FIELD IMPROVEMENTS, including the dugout, scoreboard, or other FIELD amenity, in accordance with CITY's approval, in compliance with CITY Policy and applicable CITY sign laws. Attached hereto and incorporated herein by reference as Exhibit D is a sample conceptual rendering of the scoreboard and recognition signage design included in the scope of FIELD IMPROVEMENTS. The actual scoreboard and recognition signage design will be similar to such rendering in Exhibit D and mutually agreed to by the PARTIES.

DONOR AND LANDMARK will be granted access to the PROJECT LOCATION, including without limitation, ingress-egress through PARK, and use of certain PARK areas for staging and storage, pursuant to the terms and conditions of a right of entry issued by CITY.

3. The GIFT. DONOR has agreed to provide the GIFT consisting of a portion of the FIELD IMPROVEMENTS described in Exhibit A. The total value of the GIFT is One Hundred and Twenty-Three Thousand, Eight Hundred Sixteen Dollars (\$123,816). CITY and DONOR PARTNERS will contribute the remainder of the FIELD IMPROVEMENTS.
4. Financial Contributions. The PARTIES agreed that financial contributions be provided by DONOR, DONOR PARTNERS, and CITY as indicated by the table below.

Contributor	Amount
DONOR	\$123,816
CITY	\$328,817
LA84 Foundation	\$25,000
San Manuel Band of Mission Indians	\$30,000
Security Benefit	\$100,000
Don and Lorraine Freeburg Foundation	\$50,000

CITY's contribution will be made on or before January 31, 2022. DONOR may secure additional funding from other DONOR PARTNERS to defray its contribution prior to the completion of the FIELD IMPROVEMENTS. The PARTIES acknowledge and agree, that in the event of cost savings generated by or due to a change in the scope of FIELD IMPROVEMENTS, or existence of excess donated funds, the implementation of any changes in the scope of FIELD

IMPROVEMENTS or reallocation of funding prior to or following the completion of the FIELD IMPROVEMENTS, may be used for additional improvements to the PARK, FIELD, or related future recreational programming ("PROJECT CHANGES"), which shall be subject to the mutual agreement of the PARTIES. Upon approval of any PROJECT CHANGES by the PARTIES, DONOR shall coordinate with LANDMARK to have LANDMARK implement such PROJECT CHANGES pursuant to the intent mutually agreed to by the PARTIES.

5. CITY's Covenants: CITY hereby covenants that, in order to induce DONOR to enter into this AGREEMENT and to provide the GIFT:
- (a) CITY shall maintain the FIELD in a safe and attractive manner consistent with DONOR'S image and reputation, and in accordance with the terms and conditions of applicable product warranty(ies). Any repairs or maintenance by CITY to comply with this Section 5(a) shall be done as soon as practicable.
 - (b) CITY, which owns the PARK and PROJECT LOCATION, will ensure that the completed FIELDS are free of any liens, encumbrances, or third-party claims that would be inconsistent with the intent that the FIELDS be used for recreation and play activities.
 - (c) CITY shall obtain, or shall assist LANDMARK in obtaining, all necessary permits, authorizations and consents, as well as right of entry to access the PARK site to perform the necessary work.
 - (d) CITY has agreed to recognize DONOR for its contributions to the FIELD IMPROVEMENTS, as well as its DONOR PARTNERS to the FIELD IMPROVEMENTS, through the placement of their names, logos, trademarks, and appropriate signage (collectively "RECOGNITION SIGNAGE") on the FIELD. The content, design, size, and placement of all RECOGNITION SIGNAGE at the FIELD shall be determined by mutual agreement of the PARTIES.
 - (e) CITY shall ensure that the FIELD is used exclusively for recreation and play activities.
 - (f) CITY is authorized to enter into this AGREEMENT.

Sections 5(a), 5(b), 5(d) and 5(e) shall survive the expiration or earlier termination of this AGREEMENT.

6. DONOR'S Covenants: DONOR hereby covenants that, in order to induce CITY to enter into this AGREEMENT and to accept the GIFT:
- (a) In accordance with the GIFT and this AGREEMENT, DONOR represents that it shall contract with LANDMARK and/or CONTRACTORS, and shall make

payments directly to LANDMARK and/or CONTRACTORS, if applicable, for costs and expenses related to the FIELD IMPROVEMENTS, in accordance with the Project Description and Cost Estimates attached hereto as Exhibit A, and/or as mutually agreed upon by the PARTIES.

- (b) In any contracts entered into hereunder by DONOR with LANDMARK and/or any CONTRACTORS, DONOR shall require LANDMARK and/or such CONTRACTORS, if applicable, to agree in writing to be in compliance with all applicable local, state, and federal regulations and requirements as related to the construction and/or installation of the FIELD IMPROVEMENTS.
 - (c) In any contracts entered into hereunder by DONOR with LANDMARK and/or any CONTRACTORS, it represents that it shall require LANDMARK and/or such CONTRACTORS performing work related to the FIELD IMPROVEMENTS at the PROJECT LOCATION, to possess insurance coverage(s) in compliance with CITY policy.
 - (d) In any contracts entered into hereunder by DONOR with LANDMARK and/or any CONTRACTORS, DONOR represents that it shall require that LANDMARK and/or such CONTRACTORS adhere to the terms and conditions of this AGREEMENT.
 - (e) In any contracts entered into hereunder by DONOR with LANDMARK and/or any CONTRACTORS, DONOR represents that it shall ensure that the FIELD IMPROVEMENTS be performed in accordance with PLANS mutually approved by the PARTIES, pursuant to the terms and conditions of this AGREEMENT.
 - (f) DONOR is authorized to enter into this AGREEMENT.
7. Status: CITY affirms that it is a tax-exempt municipal corporation; and DONOR affirms that it is a State of California nonprofit public benefit corporation.
8. CITY's Books and Records: Throughout the TERM (as defined below), the PARTIES agree to maintain sufficient operating and financial books, records, and related documentation regarding the GIFT, the FIELD IMPROVEMENTS, and the FIELD, and any related activities of the PARTIES related to this AGREEMENT, FIELD, and/or FIELD IMPROVEMENTS, and further agree to allow the other PARTIES reasonable access to such books, records, and other documentation as they relate to the GIFT and the implementation of this AGREEMENT.
9. Publicity and Recognition:
- (a) The PARTIES shall acknowledge one another as co-contributors in written material(s), news releases, and related marketing or publicity materials,

including, but not limited to, an initial press conference and/or dedication ceremony for the completed FIELD;

- (b) The PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the FIELD, if mutually agreed upon by PARTIES;
- (c) The PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the FIELD;
- (d) DONOR may request use of the FIELD for sports and/or special events, subject to CITY's prior approval and reasonable notice, which approval shall not be unreasonably denied, delayed, or withheld. CITY shall not charge DONOR a fee for use of the FIELD for these events, but may charge DONOR for reimbursement of CITY's personnel expenses for staff supervision, security, maintenance, and/or traffic control during such event(s);
- (e) DONOR shall have the right (but not the obligation) to place and remove their respective logos, marks, or trademarks from RECOGNITION SIGNAGE on or around the FIELD, provided that such action is consistent with CITY's sign laws and CITY policies, procedures, and guidelines, subject to the prior review and approval of CITY;
- (f) The naming of the FIELD shall be subject to the mutual agreement and approval of DONOR and CITY, pursuant to CITY's Naming Policy;
- (g) DONOR shall have the right, at DONOR held events at the FIELD (e.g., events as described in Sections 9(a), 9(b), or 9(d) above), to operate a booth or similar area for promotional purposes. The size and location of the booth or similar area shall be subject to CITY's prior approval, not to be unreasonable withheld; and
- (h) The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the GIFT, the FIELD IMPROVEMENTS, the FIELD, and/or this AGREEMENT; or the use or promotion of the FIELD IMPROVEMENTS or the FIELD, except as may be legally required by applicable laws, regulations, or judicial order.
- (i) The PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the FIELD. Further, any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of all of the PARTIES;

- (ii) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement with respect to the GIFT and the FIELD IMPROVEMENTS, the PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives; and
 - (iii) The PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of CITY and DONOR; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or DONOR, in whole or in part, pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source.
 - (i) Sections 9(c)-(e) and 9(g) shall survive the expiration or earlier termination of this AGREEMENT.
10. Absence of DONOR'S Warranties: DONOR makes no representations or warranties hereunder of any kind, expressed or implied, as to any matter, including implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the FIELD, the FIELD IMPROVEMENTS, or any component thereof, or the performance by LANDMARK and/or any CONTRACTORS of any services. In no event, except as provided in Section 11 of this AGREEMENT, will DONOR be liable for any damages, including personal injury, lost profits, or other consequential, exemplary, incidental or punitive damages arising out of this AGREEMENT, the GIFT, the FIELD IMPROVEMENTS, and/or the FIELD. This Section 10 shall survive the expiration or earlier termination of this AGREEMENT.
11. Indemnification/Hold Harmless:
- (a) CITY agrees to indemnify, defend, and hold harmless DONOR, its officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the GIFT, the FIELD, the FIELD IMPROVEMENTS, or this AGREEMENT, and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the negligent acts, errors, omissions or willful misconduct, including the

maintenance, location, or condition of the FIELD, or any person's use of the FIELD, whether authorized or unauthorized, proper or improper, except for the active negligence or willful misconduct of DONOR, or any of its officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns. Without limiting this obligation, CITY will maintain the insurance described in Section 12.

- (b) Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors-in-interest, DONOR, during DONOR special events (including the operation of booths or similar area for promotional purposes) undertake(s) and agree(s) to defend, indemnify, and hold harmless CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, legal/attorney's fees, expenses and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including DONOR'S employees and agents, or damage or destruction of any property of any of the PARTIES hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident during DONOR'S use of the FIELD or use by DONOR'S contractors of any tier. Without limiting this obligation, DONOR will maintain the insurance described in Section 12, during DONOR'S special events occurring at the FIELD during the TERM of this AGREEMENT.
- (c) This Section 11 shall survive the expiration or earlier termination of this AGREEMENT.

12. Insurance Requirements:

- (a) CITY shall obtain and keep in effect for the period of time the FIELD is in operation or open to the public, at CITY's expense, the following insurance coverage:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability (including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverages)	\$2,000,000

Certificate(s) or other evidence of coverage reasonably satisfactory to DONOR shall be delivered to DONOR before the FIELD IMPROVEMENTS begin. The coverage limits described above may be obtained through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are

satisfactory to DONOR and that are licensed to do business in the state or country in which the FIELD is located. The policies, including self-insurance, shall be endorsed to name DONOR, and their respective directors, officers, employees, agents, and affiliates as additional insureds, and shall be written on an occurrence basis.

- (b) Before the FIELD IMPROVEMENTS under this AGREEMENT commence, DONOR shall procure and at all times during the TERM of this AGREEMENT carry, maintain, and keep in full force and effect, insurance as follows:
 - (i) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location.
 - (ii) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this AGREEMENT with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If DONOR does not use any owned, non-owned or hired vehicles in the performance of this AGREEMENT, DONOR shall provide insurance in the amount required by California law.
 - (iii) 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.

The insurance policies required under this Section 12(b) 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 12(b). 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 Section 12(b) shall also apply to any excess/umbrella liability policies.

- (c) Section 12(a) shall survive the expiration or earlier termination of this AGREEMENT.
13. Use of Marks: Notwithstanding any provision herein, no PARTY shall use any other PARTY's trademarks, tradenames, and/or logos (each, a "MARK") without the prior written approval from such PARTY. Each MARK shall remain the sole and exclusive intellectual property of the pertinent PARTY.

14. Term and Termination: The “TERM” of this AGREEMENT shall commence upon the EFFECTIVE DATE, and shall expire one (1) year from the EFFECTIVE DATE unless terminated earlier under the terms of this AGREEMENT.

If any DONOR PARTNER fails to make a material donation to DONOR, (a) the PARTIES may mutually agree to extend the term until DONOR is able to obtain a donation from one or more new or existing donor partners to make up for the donation shortfall; (b) the PARTIES can mutually agree to adjust the Project Description and Cost Estimates attached hereto as Exhibit A to account for such shortfall; or (c) DONOR or CITY may terminate this AGREEMENT. If a PARTY elects to terminate this AGREEMENT, it must send written notice to the other PARTY. This AGREEMENT will terminate twenty (20) days after the sending of such notice.

Upon any termination of this AGREEMENT, DONOR and CITY shall be obligated only with respect to their proportionate share of the GIFT funds expended on or obligated for the FIELD IMPROVEMENTS through the date of termination. Upon any termination, CITY shall own and have the right to all FIELD IMPROVEMENTS completed or in progress as of the date of termination.

15. Disclaimer: It is expressly understood by CITY and DONOR, that no director, member, officer, employee, agent or other representative of CITY and/or DONOR shall incur any financial responsibility or liability of any kind or nature whatsoever, in connection with this AGREEMENT, or any amendment and/or subsequent agreement regarding the subject matter hereof. This Section 15 shall survive the expiration or earlier termination of this AGREEMENT.
16. Force Majeure. Neither PARTY will be liable to the other or deemed to be in breach of this AGREEMENT if such PARTY is delayed or unable to perform, to the extent that such delay or failure is caused by any act of God, epidemic, pandemic (e.g., COVID-19), war, natural disaster, strike, lockout, labor dispute, work stoppage, flood, fire, third party criminal or terrorist act, quarantine or stay-at-home restriction, act of government, government declared emergency or disaster, or any other event beyond its reasonable control and without its fault or negligence (an “EXCUSABLE DELAY”). In the event of an EXCUSABLE DELAY, any performance times specified in this AGREEMENT shall be extended for an amount of time equivalent to the duration of the EXCUSABLE DELAY; provided, however, that if any EXCUSABLE DELAY continues for more than sixty (60) days, either PARTY may terminate this AGREEMENT without further obligation or liability after sending written notice to the other PARTY. This AGREEMENT will terminate five (5) days after the sending of such notice.
17. Relationship of the PARTIES: The PARTIES agree that no PARTY shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. The PARTIES are independent contractors and this

AGREEMENT is not intended to be, and shall not be construed as, a joint venture, association, partnership, or other form of a business organization or agency relationship.

18. Entire Agreement: This AGREEMENT supersedes any prior or contemporaneous oral or written understandings or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to its subject matter. This AGREEMENT may not be amended or modified, except in a writing signed by the PARTIES.
19. Governing Law: This AGREEMENT has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. This Section 19 shall survive the expiration or earlier termination of this AGREEMENT.
20. Captions: All captions and headings in this AGREEMENT are for the purposes of reference and convenience only. They will not limit or expand the provisions of this AGREEMENT.
21. Counterparts: This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be effective as to any PARTY unless and until it has been executed by or on behalf of every PARTY.
22. Exhibits:
 - Exhibit A – Project Description and Cost Estimates
 - Exhibit B – Design and Project Location Rendering
 - Exhibit C – Project Timeline
 - Exhibit D – Sample Video Scoreboard and Recognition Signage Rendering

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PARTIES have executed this AGREEMENT as of the date first written above.

Executed this 24th day of November, 2021 THE CITY OF MAYWOOD

By: _____
Ricardo Lara, Mayor

Approved as to form:

By: _____
Roxanne Diaz, City Attorney

ATTEST:

By: _____
Flor Aguiluz, City Clerk

Executed this _____ day
of _____, 20____

THE LOS ANGELES DODGERS
FOUNDATON

By: _____
Title: _____

By: _____
Title: _____

Exhibit A

Project Description and Cost Estimates



Dodgers DreamFields at Maywood Park



Cost Estimate

9/29/2021

			TOTAL	
Maywood Park Field				
Fencing- Demo concrete and haul away			\$18,000	QF
Fencing- New Backstop 30' high 4" posts, reuse existing netting			\$48,800	QF
Fencing- Replace chainlink, paint posts 20' high fencing 540 lf			\$35,100	QF
Fencing- (2) new dugouts with roofs			\$18,800	QF
Fencing- New 6' chainlink outfield fencing 550 lf			\$26,950	QF
Chemical treatment/wood and grass killer			\$2,250	MLI
Remove and replace field fixtures			\$800	MLI
Pulverize and till project area			\$17,000	MLI
Laser level outfield playing surface			\$18,000	MLI
Soil prep			\$4,500	MLI
Sod	76,093	\$0.64	\$48,700	MLI
Laser Level Infield Surface			\$1,800	MLI
Infield mix	150	\$60.00	\$9,000	MLI
Mound Removal and Reconstruction			\$4,000	MLI
Bull Pens and Batter Boxes			\$7,600	MLI
Irrigation Valves, Laterals, Heads			\$52,000	MLI
Install Quick Connect Valves for Manual Watering			\$1,500	MLI
Infield watering system			\$7,300	MLI
12 weeks maint.			\$0	CITY?
Solar scoreboard			\$8,168	
Scoreboard install			\$29,900	QF
Signage			\$15,000	
Dugouts Misc.			\$30,000	
Scoreboard Engineering			\$2,000	
Demo Contingency			\$18,000	
Contingency			\$20,000	
Management			\$42,717	
Expenses			\$5,000	
Event Expenses			\$4,000	
Total for Maywood Park Field			\$496,884	
Batting Cage 75' x 60' x 12' high				
Batting Cage and Perimeter Fencing			\$42,000	
Till and Grade Project Area			\$1,800	
Compact Project Area			\$800	
Frame and Pour Concrete Pad			\$56,250	
Install Glue Down Synthetic Turf			\$16,000	
Procure Synthetic Turf Material			\$16,000	
Contingency			\$13,285	
Management			\$14,614	
Total for Batting Cage			\$160,749	
Total for Maywood Park Field and Batting Cage			\$657,633	

Exhibit B

Design and Project Location Rendering

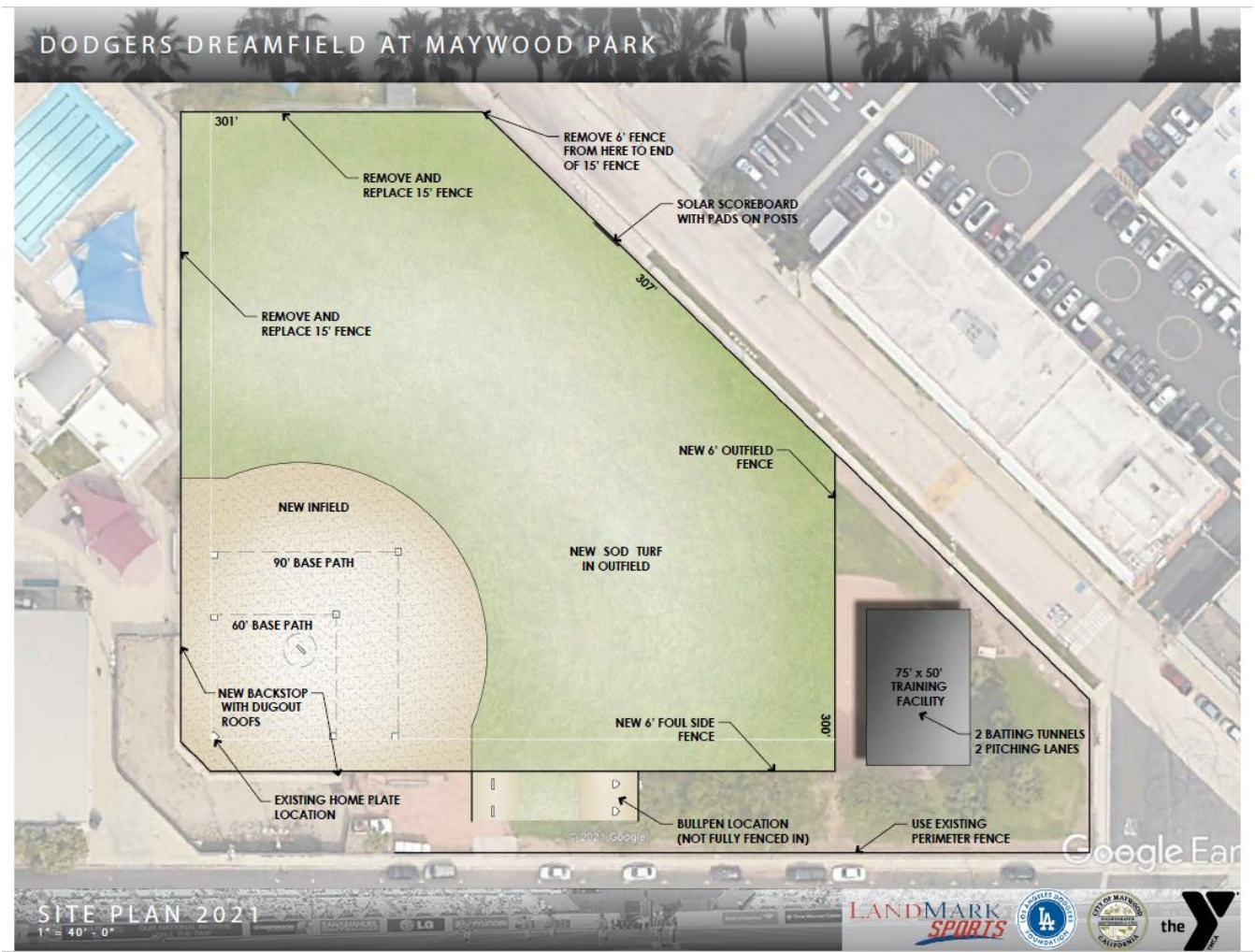


Exhibit C Project Timeline

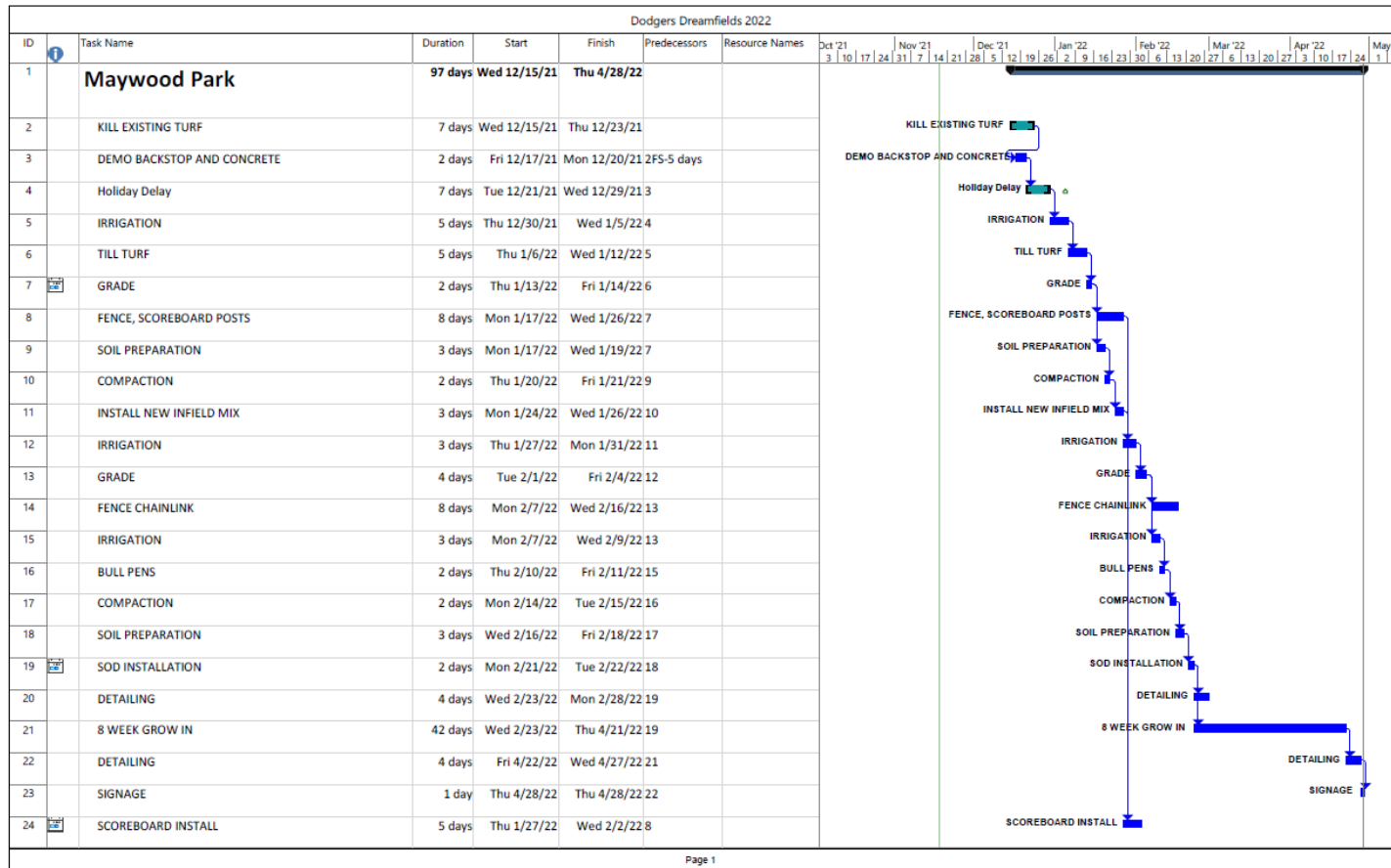
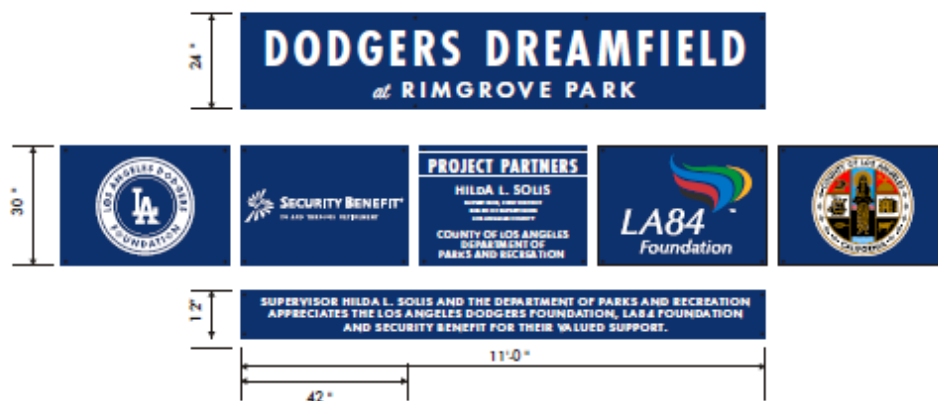


Exhibit D

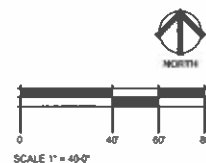
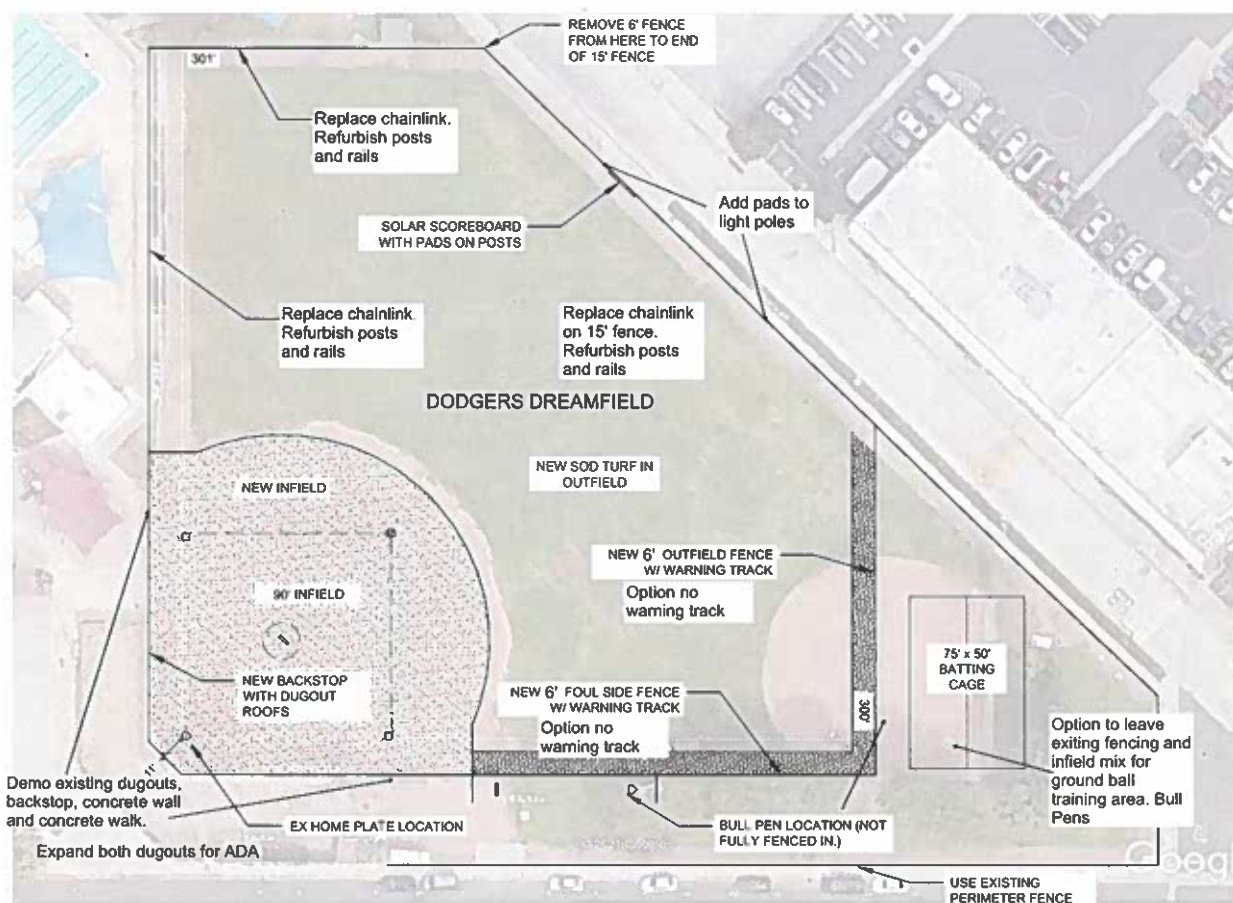
Sample Scoreboard and Recognition Signage Rendering



EXISTING CONDITION OF MAYWOOD BASEBALL FIELD



1



MAYWOOD PARK FIELD IMPROVEMENTS

07/20/21



Dodgers DreamFields at Maywood Park



Cost Estimate

9/29/2021

				TOTAL
<u>Maywood Park Field</u>				
Fencing- Demo concrete and haul away				\$18,000 QF
Fencing- New Backstop 30' high 4" posts, reuse existing netting				\$48,800 QF
Fencing- Replace chainlink, paint posts 20' high fencing 540 lf				\$35,100 QF
Fencing- (2) new dugouts with roofs				\$18,800 QF
Fencing- New 6' chainlink outfield fencing 550 lf				\$26,950 QF
Chemical treatment/weed and grass killer				\$2,250 MLI
Remove and replace field fixtures				\$800 MLI
Pulverize and till project area				\$17,000 MLI
Laser level outfield playing surface				\$18,000 MLI
Soil prep				\$4,500 MLI
Sod	76,093	\$0.64		\$48,700 MLI
Laser Level Infield Surface				\$1,800 MLI
Infield mix	150	\$60.00		\$9,000 MLI
Mound Removal and Reconstruction				\$4,000 MLI
Bull Pens and Batters Boxes				\$7,600 MLI
Irrigation Valves, Laterals, Heads				\$52,000 MLI
Install Quick Connect Valves for Manual Watering				\$1,500 MLI
Infield watering system				\$7,300 MLI
12 weeks maint.				\$0 CITY?
Solar scoreboard				\$8,168
Scoreboard install				\$29,900 QF
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Contingency				\$20,000
Management				\$42,717
Expenses				\$5,000
Event Expenses				\$4,000
Total for Maywood Park Field				\$496,884
<u>Batting Cage 75' x 50' x 12' high</u>				
Batting Cage and Perimeter Fencing				\$42,000
Till and Grade Project Area				\$1,800
Compact Project Area				\$800
Frame and Pour Concrete Pad				\$56,250
Install Glue Down Synthetic Turf				\$16,000
Procure Synthetic Turf Material				\$16,000
Contingency				\$13,285
Management				\$14,614
Total for Batting Cage				\$160,749
Total for Maywood Park Field and Batting Cage				\$657,633

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ZIAD MAZBOUDI, CONTRACT CITY ENGINEER

SUBJECT: CONSIDERATION OF THE PROCUREMENT OF PREFABRICATED RESTROOM, BLEACHERS AND SHADE STRUCTURE THROUGH THE NATIONAL PURCHASING COOPERATIVE – BUYBOARD FOR THE MAYWOOD BASEBALL FIELD.

RECOMMENDATION:

It is recommended that City Council:

1. Authorize the purchase and installation of a prefabricated restroom from the Public Restroom Company (PRC) for the Maywood Baseball Field, through the National Purchasing Cooperative (dba Buyboard); and,
2. Authorize the purchase and installation of bleachers from Southern Bleacher Company for the Maywood Baseball Field, through the National Purchasing Cooperative (dba Buyboard); and
3. Authorize the purchase and installation of a shade structure from USA Shade & Fabric Structures (dba Shade Structures, Inc.) for the Maywood Baseball Field, through the National Purchasing Cooperative (dba Buyboard); and
4. Appropriate \$341,388 for the purchase and installation of a prefabricated restroom; and
5. Appropriate \$39,729 for the purchase and installation of bleachers; and
6. Appropriate \$40,795 for the purchase and installation of the shade structure.

BACKGROUND:

As part of the Maywood Baseball field renovation project, procurement of materials including restrooms, bleachers and a shade structure are being considered. See Attachment 1 for a location map of proposed facilities. One of the efficient methods for such a purchase is to procure through a national purchasing cooperative system to eliminate the need for public bidding. This method would allow the City to initiate the long lead time for the material/equipment procurement process, which would provide an accelerated schedule and cost-saving benefits for the City.

DISCUSSION:

California law allows for the use of cooperative contracts as an alternative to a competitive bidding process, provided the applicable requirements in Chapter 5 Joint Exercise of Powers are satisfied.

The City's Municipal Code provides in Section 3-14.13 exceptions to competitive bidding, if competitive bidding

has already been conducted by another public agency including, but not limited to, another local agency, the state through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA).

The National Purchasing Cooperative (BuyBoard) is a public agency created in accordance with Maryland state statutes, MD. Code Ann., State Fin. & Proc. §13-110 (West 2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services. See Attachment 2 for Buyboard Frequently Asked Questions.

There is no cost to join or use any of the contracts and it is open to all types of local government agencies as well as non-profits. Revenue for operating the BuyBoard comes from a small service fee payable by participating contracted vendors and is generated only when a member makes a purchase.

Restroom: It has been determined that a prefabricated restroom building will provide cost savings as compared to typical on-site construction methods. Savings are largely due to the restroom buildings having several stock floor plans that are predesigned and constructed at an offsite facility which provided savings in architectural and labor costs. This method of project delivery also expedites the construction timeline since building fabrication is the longest lead item on this type of project.

The architectural style for the proposed restroom matches the nearby parks and recreation building, with a flat roof, blue doors, same lighting fixtures but with energy-efficient LED bulbs. The outside finish is concrete block matching the same finishing of the nearby building. See Attachment 3 for a rendering of a floor plan and an elevation plan of the proposed restroom. The restroom footprint is about 22'x23'.

The restroom includes a men's room, a women's room, a storage area and a utility chase, in addition to 2 drinking fountains, one of which includes a bottle filler. See Attachment 3 for a rendering of the proposed restroom.

The prefabricated restroom will be purchased from the Public Restroom Company through a Buyboard contract. The contract includes the cost of materials and installation. See Attachment 4 for a proposal for the shade structure.

Bleachers: The proposed bleachers are 10 rows by 28' each, and can seat about 150 people. The bleachers accommodate 5 ADA spaces in the first row, with mid-aisle handrails. The bleachers are made of galvanized steel understructure, with aluminum seats and threads and will have a vertical picket guardrail from row 3 to the top and across the back seating. Attachment 6 provides an example of the bleachers with the vertical picket guardrail.

The bleacher will be purchased from Southern Bleacher Company, Inc. through a Buyboard contract. The contract includes the cost of materials and installation. See Attachment 5 for a proposal for the bleachers.

Shade structure: The proposed shade structure is a cantilever 20'x30' canopy with 2 posts and 2 cantilever beams. The proposed fabric is the color blue and meets California fire code requirements for fabric. See Attachment 6 for a proposal of the shade structure. See Attachment 8 for a rendering of the proposed shade structure.

The shade structure will be purchased from Shade Structures, Inc. through a Buyboard contract. The contract includes the cost of materials and installation. See Attachment 7 for a proposal for the shade structure.

In addition to the prefabricated restroom, bleachers and shade structure, site improvements at the baseball field are required to "accept" the delivery of the above listed materials. Site improvement plans are being prepared, including sidewalks, slabs, utilities, etc. The site work is planned to be advertised for public bidding and subsequently recommended for City Council award, while the restroom building, bleachers and shade structure are being fabricated.

Staff recommends City Council authorize the purchasing and installation of prefabricated restroom, bleachers

and a shade structure for a total negotiated amount of \$421,912 and authorize the Mayor to execute the purchasing agreements.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this item as there is an available budget of \$805,690. The total cost for the purchase and installation of the public restrooms, bleachers, and shade structure is \$421,912. Once these costs are encumbered, the available budget for this project will be \$383,697.

ATTACHMENT(S)

1. Maywood Basefield Location Map
2. Buyboard Frequently Asked Questions
3. Public Restroom Proposal
4. Public Restroom Rendering
5. Bleachers Proposal
6. Bleachers Example Rendering
7. Shade Structure Proposal
8. Shade Structure Rendering

ATTACHMENT 1 LOCATION MAP



Maywood Baseball
Field
Proposed location of
restroom, bleachers and shade
structure

Inn-Edwards
Corporation

Heliotrope Ave

Maywood Parks
& Recreation

E 58th St

E 58th St

awn Ave



Restroom



Bleachers



Shade Structure

**Proposed location of restroom,
bleachers and shade structure**

ATTACHMENT 2 BUYBOARD FAQ



Frequently Asked Questions

What California laws govern the use of cooperative contracts or 'piggybacking'?

A: California law allows for the use of cooperative contracts as an alternative to a competitive bidding process, provided the applicable requirements in Chapter 5 Joint Exercise of Powers (https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=7.&title=1.&part=&chapter=5.&article=1.) are satisfied.

Does the BuyBoard meet the definition of a Public (Lead) Agency in California?

A: Yes. Under California § 6500, as used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies. The National Purchasing Cooperative (BuyBoard) is a public agency created in accordance with Maryland state statutes, MD. Code Ann., State Fin. & Proc. §13-110 (West 2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

What does it cost to become a BuyBoard member?

A: There is no cost to join or use any of the contracts and is open to all types of local government agencies as well as non-profits. Revenue to operate the BuyBoard comes from a small service fee payable by participating contracted vendors and is generated only when a member makes a purchase.

How do I order products through the BuyBoard?

A: All awarded items, services or catalogs will be posted on the BuyBoard website, so that cooperative members can search for and select items. The steps for making a purchase are listed below:

1. Select an Awarded BuyBoard Vendor
2. Request a Quote per the BuyBoard Contract
3. Issue and send the PO to the Vendor and List Contract Number
4. Email copy of the PO to info@buyboard.com

What is the RFQ tool available within the BuyBoard?

A: It is an automated request for quote (RFQ) function that allows members who buy in volume, or that want to streamline the quotation process, to create a request for a selected list of items and select the vendors from whom they want to solicit a price quote. When the RFQ closes and vendors have responded, the system automatically tabulates the results. For any large-volume purchases, the RFQ process allows for additional price concession from the awarded cooperative vendors without members going through the formal competitive bid process themselves.

Do we commit our entity from only ordering through BuyBoard by joining the cooperative?

A: No. You use the cooperative as much or as little as needed. A variety of products are available at discounts from manufacturers' prices. Members can elect to do all their purchasing or only purchase selected items. After becoming a member, you choose how much or little to use and participate.

What about my current local, regional and MWBE vendors?

A: The BuyBoard encourages their participation in the competitive procurement process. If the local vendors are awarded a contract, it may open greater business opportunities with a wider variety of local governments. We would encourage your vendors to register with the BuyBoard to receive notice of proposal invitation opportunities.

Does the BuyBoard support public education?

A: Yes. A majority of the revenue collected by the BuyBoard is given to support public education at the state or national level.

How do I join and who should I reach out to if I have further questions?

A: Membership is super easy. You can go to the [BuyBoard](#) website, click on the National Tab and then "How to Join".

For questions - You can reach out to your BuyBoard contact, David Ricketts (david.ricketts@buyboard.com) at (913) 424-5758 for assistance or questions.

ATTACHMENT 3
PUBLIC RESTROOM COMPANY
PROPOSAL

Price Proposal: Restroom Project
Owner: Maywood, CA
Date: 11.12.21
Reference: 11132-11/5/2021-1
BuyBoard: 592-19

Our Offer to Sell:**1. Restroom Building delivered to site \$ 319,204**

Public Restroom Company herein bids to *furnish (building only per plans and specifications, with all costs except delivery and installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Turnkey Installation of the Building above \$ 22,184

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

***** Please note: If there is a Community Workforce Agreement or other labor regulation in place that requires local labor for installation, Public Restroom Company will not offer this installation package. Building will be delivered to the site and offset with a crane only, and a separate price will be issued for supervisor to be on site. Owner or General Contractor will be responsible for installation, please see "Optional Building Installation Steps – By Others" on page 8. *****

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. Owner/general contractor will excavate the utility trenches for placement of underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place coarse sand pad and screed it level for final building placement. Set the building on the site pad.
- b. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
- c. The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and delivery \$ 341,388

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so owner/general contractor can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Delivery Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their delivery and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. Owner/general contractor provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. Owner/general contractor provides and connects the interior building utility connections and the Owner/General Contractor, or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers

with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation Supervision:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

- depending on local rates. PRC will provide written costs for this additional work by change order.
2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
 3. Sidewalks outside the building footprint.
 4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
 5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
 6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
 7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
 8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
 9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
 10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
 11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
 12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
 13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

Optional Building Installation Steps – By Others:

If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

- **Underground Utility Prep:**

1. Owner/General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided during submittal drawings.
2. Owner/General Contractor to trench for the utility lines to meet the drop locations.
3. Owner/General Contractor fab up the sewer, electrical conduit & the water supply line
4. Trench for all our utility's, install all our utilities into the trenches,
5. Shade all pipes with sand, slope the sewer for drainage @2%.
6. Fill the sewer with water for inspection test (10' stack).
7. Pass inspection,
8. Backfill with course mason sand all around the plumbing risers.
9. Lasor level 2x4's 8" below the finish floor elevation, dump course mason sand and screed sand flush with the 24's.

- **Building offload and set:**

1. Remove plastic shrink-wrap.
2. Remove steel tie-down plates from building slab, install provided picking plates.
3. Remove the electrical conduit from the main panel, clear all block out grates.
4. Hook up the rigging, install protection from rigging at the fascia.
5. Pick the building slowly, lift the building up 1 inch off the trailer to make sure nothing is going to break lose, check the level of the building, adjust with shackles.
6. Set on the subgrade at pre-marked location.
7. Repeat for any additional mods.

- **Final install steps**

1. Make sure the buildings are level and everything is aligned properly (block joints, cap beams, concrete slab, plumbing, Fascia, ridge, etc.
2. Dry in the roof including caulk joints at the fascia.
3. Connect all interior plumbing and clean outs outside before the POC.
4. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer Ground that is located under the panel.
5. Touch up paint wherever it is needed.
6. Sweep out all the rooms, wipes all fixtures, doors, etc.
7. Install backer rod the mod lines at the block interior & exterior and the slab.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

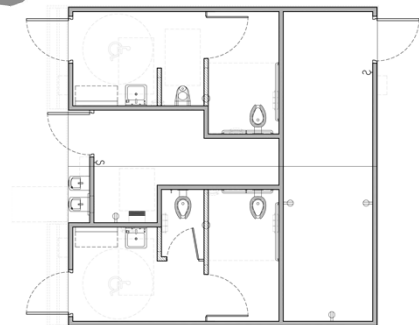
Authorized Signature

Date

Printed Name

Legal Entity Name and Address

ATTACHMENT 4
RESTROOM
RENDERING



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING MAYWOOD, CALIFORNIA RESTROOM PROJECT

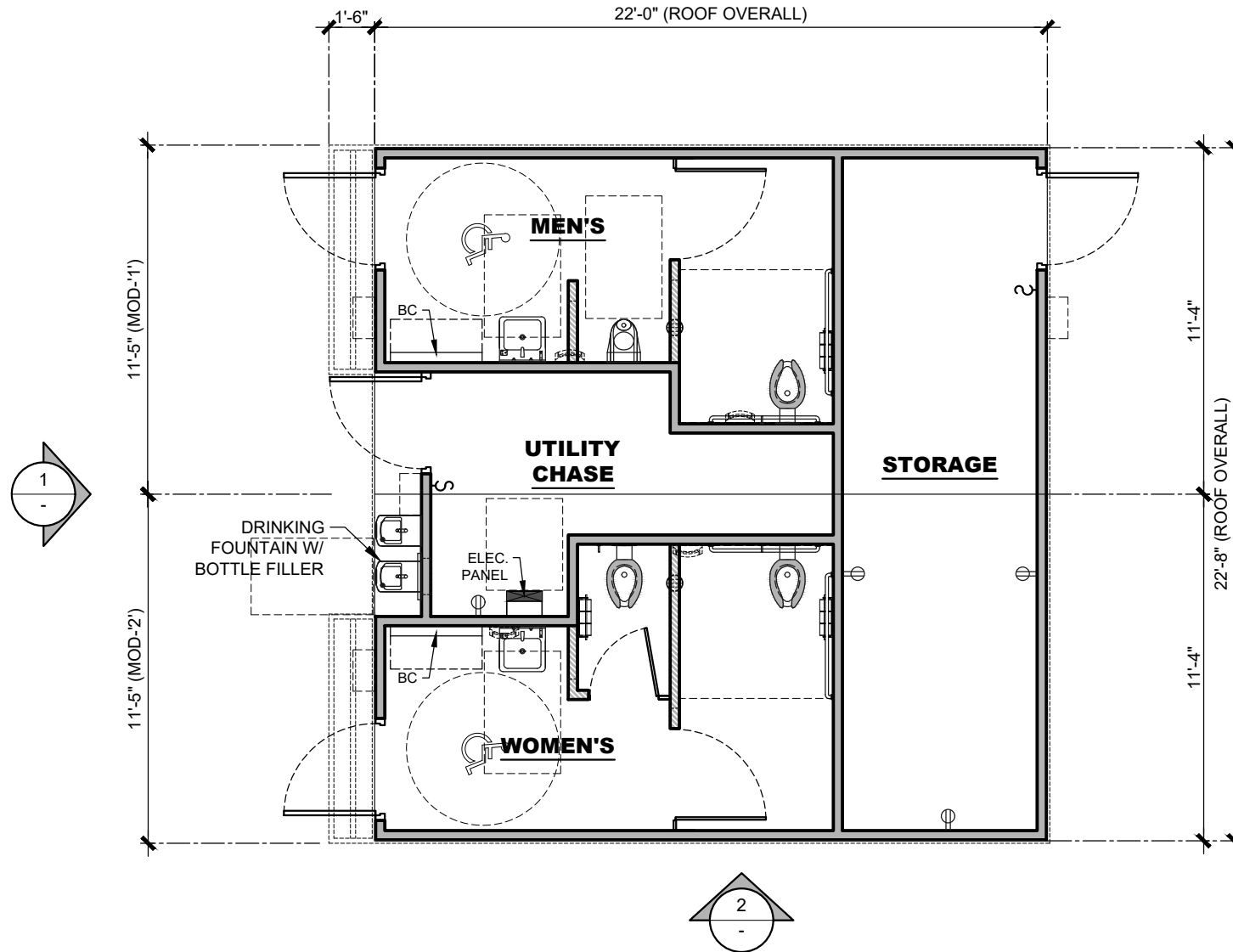
ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN
SCALE: 3/16"=1'0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**RESTROOM PROJECT
MAYWOOD, CA**

REVISION #

1

REVISION DATE:

-

DRAWN BY:

-

SHEET#

A-1

PROJECT #:

11132

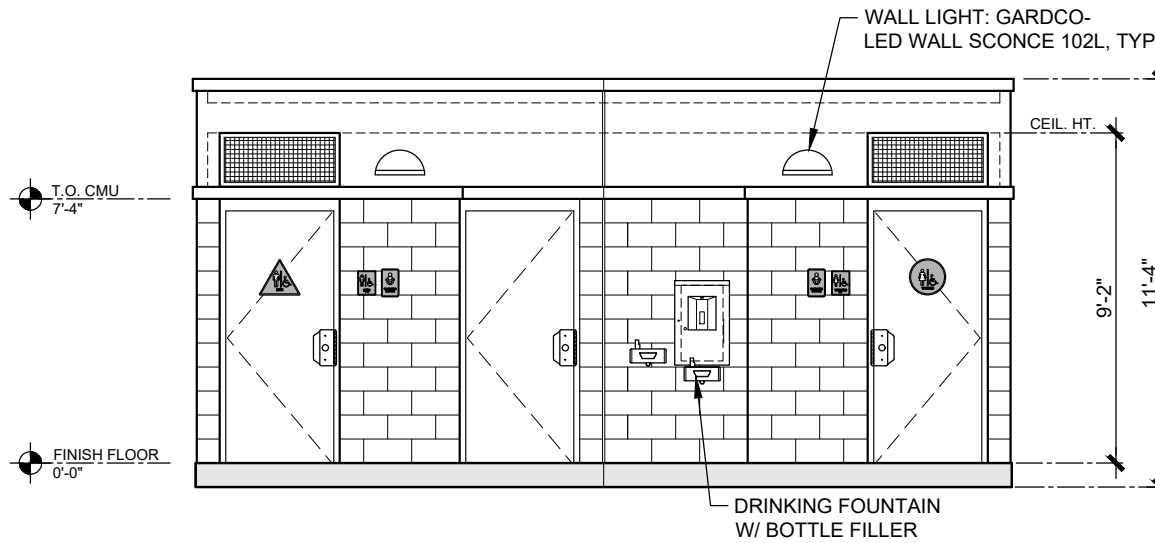
START DATE:

11/5/2021

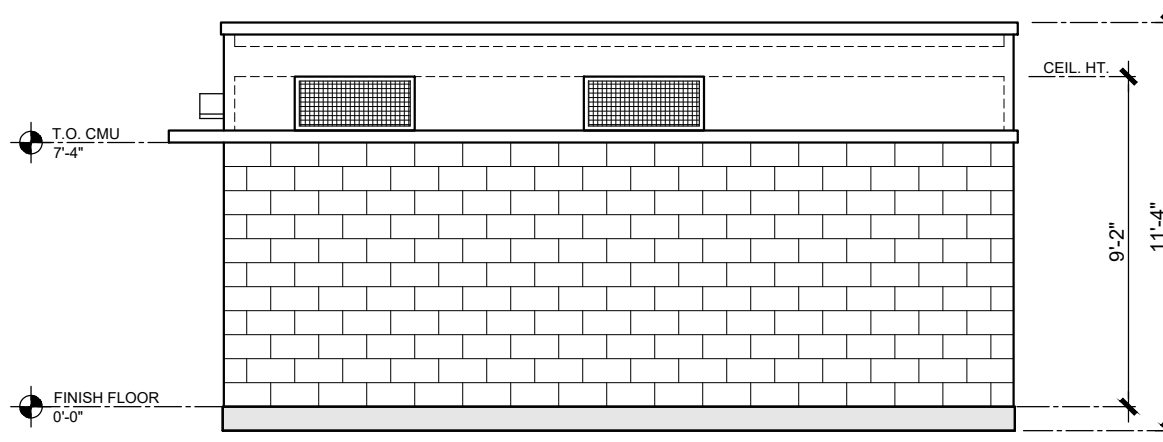
DRAWN BY: EOR

MAX. PERSON / HOUR:

180 M



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**RESTROOM PROJECT
MAYWOOD, CA**

REVISION #

1REVISION
DATE: -

DRAWN BY: -

SHEET#

A-2

PROJECT #:

11132START
DATE:**11/5/2021**

DRAWN BY: EOR

MAX. PERSON / HOUR:

180 M

ATTACHMENT 5 BLEACHERS PROPOSAL

October 27, 2021

Mr. Ziad Mazboudi
Transtech

Project: City of Maywood
RE: Ball Park Bleachers- revised for vertical picket railings

Southern Bleacher Company (A-564497 / DIR # 1000001223) is pleased to provide pricing on the above referenced project. The following includes freight to Maywood, CA

1 unit: 10 rows by 28' ft. (seats approximately 150 people) - Non-Elevated Silver Edition Bleachers
Includes:

- Galvanized steel frames
- 8" rise and 24" tread per row
- Anodized aluminum seat (2" x 10") and riser (1" x 6.5") boards on each row
- Two (2) mill finish aluminum footboards (2" x 11") on each row
- Hot dipped galvanized vertical picket guardrail from row three to top and across back of seating
- Freight to Maywood, CA
- Installation above concrete slab on grade provided by others
- Installation with prevailing wage rates
- Pricing per BuyBoard contract # 592-19, please reference on P.O.

Cost of materials, delivered and installed above concrete foundations:

\$39,729

Excludes:

- Local sales taxes, permits, fees or licenses.
- All bonds.
- Any seat numbers or letters.
- Any allowances.
- Any concrete, grouting, leveling, flatwork or grading.
- Any item not listed in inclusions above.

The above price quote is valid for 30 days. Please allow 8-10 weeks for delivery after receipt of approved submittals.

If you have any questions, please feel free to call me at 800-433-0912.

Sincerely,
SOUTHERN BLEACHER CO., INC.



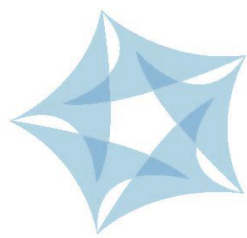
David McClendon
Sales Representative

Cc: Joe Hoy
Ryan Hoy

ATTACHMENT 6
BLEACHERS
EXAMPLE
RENDERING



ATTACHMENT 7
SHADE
STRUCTURE
PROPOSAL



USASHADE
& Fabric Structures®

Maywood Baseball Field Shade Structure

11/11/2021

Proposal is written in accordance with the BuyBoard Contract #592-19

Proposal Prepared For:
City of Maywood
4319 E Slauson Avenue
Maywood, CA 90270

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 1000003533

www.usa-shade.com

| 800-966-5005

Date: 11/11/2021

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	City of Maywood	Contact:	Ziad Mazboudi	Sales Rep:	Ben Cover
Project Name:	Maywood Baseball Field Shade Structure	Phone:	626-532-2018	Phone:	949-466-4413
Quote No:	BC0378	Email:	ziad.mazboudi@transtech.org	Email:	ben.cover@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
City of Maywood		SOUTHERN CALIFORNIA		Maywood Baseball Field	
4319 E Slauson Avenue		1085 N. Main Street, Suite C		4824-4882 E 58th St	
Maywood		Orange		Maywood	
CA		CA		CA	
90270		92867			
Contact:	Ziad Mazboudi	Contact:	Ben Cover		
Phone	626-532-2018	Phone	949-466-4413		
Email:	ziad.mazboudi@transtech.org	Email:	ben.cover@usa-shade.com	Email:	ziad.mazboudi@transtech.org
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467
Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:

2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:

6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

www.usa-shade.com

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533

Structure Pricing

Custom Shade Structure Details				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Custom Single Full Hip Cantilever	Grout Installation	USA Shade
	Structure Size:	20 ft. x 30 ft.	Footing Type:	Drilled Pier
	USA Shade Model Number	N/A	Base Attachment:	Recessed Base Plate
	Entry Height:	13 ft.	Anchor Bolts:	Included
	No of Columns:	2	Concrete Cutting:	N/A
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Dirt
	Fabric Color:	Blue	NOTES	
	Steel Finish:	Powder Coated		
	Steel Color:	TBD		
	Electrical Provisions:	N/A		
Cable/HDW Finish:	Galvanized			
\$40,795.25	Concept No:	N/A		

ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
1	Shade Structure Unit	20 ft. x 30 ft. Custom Single Full Hip Cantilever	\$16,975.44
		3% BuyBoard Discount	\$509.27
TOTAL FOR ACCESS/MISC ITEMS:			\$16,466.17

PRICING TOTALS:	
Unit Total	\$16,466.17
Accessories/Miscellaneous	N/A
Freight	\$1,697.33
SUBTOTAL	\$18,163.50
Sales Tax (9.5%)	\$1,725.56
Engineering	\$1,100.00
Installation	\$19,806.19
TOTAL PRICE	\$40,795.25

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	PO
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	In Full
(4) Other (specify):	
NOTES:	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	CBC 2019	If spread footings or remobilizations are required, change orders will be issued.
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	24 X 36	
No. of Sealed Drawings	3	
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
☒	☐	Sealed Drawings & Calculations	☒	☐	Prevailing Wage / Certified Payroll
☐	☒	Permit Submittal	☐	☒	Union Wages
☐	☒	Permit Fee	☒	☐	Fencing
☐	☒	DSA Submittal & Fees	☐	☒	Curb Repair
☒	☐	Design and Engineering of Structure	☐	☒	Landscape Repair
☒	☐	Design and Engineering of Foundation	☐	☒	Demolition (Existing Structures)
☐	☒	Reactions and Loads for attachment to Walls, Rooftops, or Other	☒	☐	Payment and Performance Bonds
☐	☒	Foundation Location and Elevation Survey	☐	☒	Special Inspection Fees



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - o Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - o Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - o Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - o Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and inure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

City of Maywood

SELLER:

USA SHADE & Fabric Structures

Signature: _____

By: (Print) _____

Title: _____

Date: _____

Signature: *Ben Cover* _____

By: (Print) Ben Cover _____

Title: Senior Regional Manager _____

Date: 11/11/2021 _____

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.

ATTACHMENT 8

SHADE

STRUCTURE

RENDERING



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: November 24, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: CONSIDERATION OF APPROVING A PAYMENT AGREEMENT BETWEEN CITY OF MAYWOOD AND CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) AND APPROPRIATE \$562,133.48 FROM THE GENERAL FUND

RECOMMENDATION:

Staff recommends that City Council take the following actions:

- 1) approve the payment agreement between the City of Maywood and the CJPIA;
- 2) direct the Mayor to execute the agreement; and
- 3) approve a budget amendment in the amount of \$562,133.48 in general funds

BACKGROUND:

The City of Maywood has an outstanding liability with the CJPIA. The balance at June 30, 2021 was \$9,373,135, with payments of \$12,000 made monthly. The balance as of October 31, 2021 is \$9,313,135. The CJPIA provided insurance coverage for the City of Maywood up until June 30, 2010. At the time, Maywood was unable to pay its retrospective deposit balance which was due to the Authority. Over the subsequent twelve years, various attempts were made to establish a workable payment plan for the city to resolve its financial obligations. However, those efforts were largely unsuccessful due to the financial condition of the city, and a high rate of staff turnover. Despite those difficulties, the city has managed to pay down the balance by \$963,809 over the 12-year period. While we have been able to pay down the debt, there was no formal agreement in place and it would take over 50 years at the current payment level to pay this debt off.

DISCUSSION:

The City has been able to successfully negotiate a repayment plan that is favorable to the City. On October 27, 2021, after a presentation by City staff to the Executive Board of the CJPIA, the Board unanimously approved the City's repayment proposal and authorized their Chief Executive Officer to finalize negotiations and authorize execution of the payment agreement.

The City proposed the following terms for the agreement:

- City will agree to a payment plan to amortize its liability over a 30-year period beginning December 1, 2021.
- CJPIA will reduce the amount of the City's current liability by 20% as long as the City makes all the payments set forth in the payment agreement.
- CJPIA will remove the City from the risk pool, locking in the City's current liability which will thereafter

not increase.

- Interest will be charged on the outstanding balance at 1% per annum.
- City will make 360 equal monthly payments, comprised of both principal and interest.
- The City will make a \$500,000 "down payment" upon execution of the agreement.

Based on these terms and the outstanding balance, the following are the liability and payment plan calculations.

Outstanding Liability Calculation

Outstanding Liability at June 30, 2021	\$9,373,135
Less: monthly payments made from July - November	<u>(60,000)</u>
Balance at 12/1/2021	\$9,313,135
Less: 20% reduction	<u>(1,862,627)</u>
Less: "down payment"	<u>(500,000)</u>
Balance to be amortized	<u>\$6,950,508</u>

Payment Plan

Principal balance to be repaid:	\$6,950,508
First Monthly Payment:	January 1, 2022
Final Monthly Payment:	December 1 2051
Monthly Payment amount	\$22,355.58
Total of 360 Payments	\$8,048,008.94
Total City payments to be made under agreement:	\$8,548,008.94

The agreement will bring certainty to our outstanding liability by removing us from the risk pool. The city is currently part of the risk pool and the balance is adjusted either up or down based on how the rest of the pool performs. The city will realize savings of over \$800K, satisfy the state auditors' findings in regards to debts not being properly managed, and bring stability to our debt.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There will be a budget amendment in the amount of \$562,133.48. This amount will cover the increased monthly payments for the remainder of fiscal year 2021-2022 as well as the initial down payment of \$500,000.

F.Y. 21-22 Impact: \$562,133.48	Current F.Y. Budget: \$144,000
Fund Impacted: General Fund	Budget adjustment requested: \$562,133.48
Source of funds: General	Updated Account Budget: \$706,133.48
Account Number: 01-614-5958	For fiscal year: 2021/2022

ATTACHMENT(S)

1. CJPIA Agreement
2. Maywood-CJPIA Repayment Schedule

PAYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

This Payment Agreement is made on November 10, 2021 by and between the City of Maywood, a municipal corporation ("City") and the California Joint Powers Insurance Authority, a legal entity formed pursuant to The Joint Exercise of Powers Act (Government Code Section 6500, et, seq.) (the "Authority"). Both the City and Authority may be referred to individually herein as a "Party," and collectively as the "Parties."

RECITALS

A. The Authority is a public agency formed pursuant to the Joint Exercise of Powers Act (Government Code Section 6500, et. seq.) and is one of the largest municipal self-insured pools providing risk management solutions to its members through a comprehensive portfolio of programs and services, including liability coverage ("Liability Protection Program").

B. The City was a member of the Authority and its liability loss history dates back to 1979-1980 through 2010. The City first experienced significant liability loss in 2003-2004 and for the next seven years, the losses were substantial in comparison to the other members in the Liability Protection Program. The liability losses were as a result of significant claims against the City's Police Department, which was disbanded in June 2010.

C. In 2009-2010, the Authority placed the City on a Performance Improvement Plan due to the significant liability claims that presented ongoing exposure to the pool of members. A large portion of the City's claims were paid for by the Authority through the routine operation of the cost allocation formula, however a balance remained owing by the City for such claims. In 2009, the Authority demanded immediate payment of the rolling retrospective deposit that was due. Pursuant to Article 25 of the California Joint Powers Insurance Authority Joint Powers Agreement as amended as of July 17, 2019 ("Joint Powers Agreement"), the withdrawal or removal of a member from participation in the Liability Protection program does not terminate the member's responsibility to contribute its share of contributions or funds in the program until all claims and other unpaid liabilities covering the time-period the member was part of the program have been fully resolved.

D. On June 23, 2010, the Authority adopted Resolution No. 10-02 cancelling the City's participation in the Liability Protection Program and issued a notice of intent to initiate membership cancellation procedures. Accordingly, the City's coverage under the Liability Protection Program was terminated.

E. Beginning in Fiscal Year 2010-2011 through the present, the City made nominal payments towards reducing the amount owing to the Authority. In the last several years, the City has made monthly payments totaling \$144,000 per year towards reducing the amount owing to the Authority.

F. The City and Authority now desire to formalize the repayment of the liability owing by the City to the Authority by providing a payment schedule as well as mutually agreeing to a principal amount that will eliminate the annual retrospective adjustments and provided a proposal to the Authority's Executive Board at a public meeting on October 27, 2021.

G. The Authority is authorized to enter into a payment agreement with the City pursuant to Section 17(e) and Section 25 of the Joint Powers Agreement and by action of the Executive Board at its October 27, 2021 meeting, it authorized the Authority's Chief Executive Officer to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows

Section 1. Recitals. The recitals set forth above are expressly incorporated herein as terms of this Agreement as if set forth in full.

Section 2. Outstanding Liability. The Parties agree that as of November 2, 2021, the amount owed to the Authority by the City is \$9,313,135, which represents the City's allocated share of pooled claims and expenses attributable to the coverage provided to the City by the Authority ("Liability Amount").

Section 3. Satisfaction of Outstanding Liability and Payment Plan. The Parties agree to a payment plan to satisfy the Liability Amount as follows: (i) The Liability Amount shall be amortized over a 30-year period beginning December 1, 2021 pursuant to a payment plan as further set forth in Exhibit A and as described herein in this Section 2 ("Payment Plan"); (ii) interest of 1% per annum will be charged on the Liability Amount; (iii) the Payment Plan shall be comprised of 360 equal monthly payments, comprised of both principal and interest and payments by the City to the Authority shall commence on January 1, 2022; (iv) the City shall make a \$500,000 lump sum payment to the Authority within five days of the execution of this Agreement, which will reduce the Liability Amount to \$8,813,135; (v) the Authority agrees that the Liability Amount will not be subject to the Authority's "annual retrospective adjustments" as described in the Authority's "Statement of Retrospective Deposit Activity;" and (vi) the Liability Amount shall be further reduced by 20% ("Discount") so that the outstanding balance and the Liability Amount to be amortized and repaid by the City to the Authority under the Payment Plan is \$6,950,508.

Section 4. Revocation of Discount. The City agrees to make the monthly payments as described in Exhibit A and understands that if such payments are not timely made, the Discount is automatically revoked and shall be payable at the end of the term of the Payment Plan. For purposes of this Section, "timely made" means that the City fails to remit to the Authority the monthly payment set forth in the Payment Plan for six consecutive months, subject to the notice and cure provisions of Section 5.

Section 5. Repayment Terms and Default. City shall make all payments hereunder in cash, warrant, ACH or wire transfer and payments shall be received by the Authority on or before each date specified in the Payment Plan. If any payment is not received by the Authority within three days of the date the payment is due, the Authority shall provide the City with a written notice to cure the violation and the City shall have five business days to cure the default. If payment is not received by the Authority within that time-period, the payment shall be deemed to have not been made for purposes of calculating the six consecutive months in Section 4. For example, if after a notice to cure is provided with a payment due date of May 10 and the City either fails to make the payment or makes the payment on May 15, this shall be deemed as a missed monthly payment for purposes of Section 4 and may be calculated towards the six-month period described therein.

Section 6. Full Satisfaction and Release. The Parties agree that if the City satisfies its obligations pursuant to the Payment Plan, the Authority on behalf of itself, its officials, members and successors and assigns, whether past, present and future, does hereby release and forever discharges the City and its officers, elected officials, agents and representatives from any and all claims, demands, costs, liabilities, rights of action and causes of action of any kind or character whatsoever, whether past, present or future, known or unknown, whether in law or in equity, in which the Authority may have against the City and its officers, elected officials, agents and representatives that arise out of, or any way related to the Liability Amount ("Released Claims"). The Authority recognizes that it may not now fully know the number and magnitude of all claims it now may have or in the future may have against the City, but nevertheless, intends to assume the risk that it is releasing such unknown claims that arise out of the Released Claims.

The Authority agrees that this Agreement is a full and final release of all such claims and as a further consideration and inducement for this settlement, agrees to waive the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Authority acknowledges that a material part of this Agreement is the deliberate extinguishing of any claims which currently are unknown or which may not yet exist, so that there is no possibility of future claims concerning the Released Claims.

Section 7. Advice of Counsel. The Parties acknowledge and agree that they have read this Agreement, that they fully understand their rights, privileges and duties under this Agreement, and that they enter into this Agreement freely and voluntarily. They further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Agreement and the consequences of signing it.

Section 8. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Authority's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below: If to City: City Manager, City of Maywood, 4319 East Slauson Avenue, Maywood, California 90270. If to Authority: California Joint Powers Insurance Authority, Chief Executive Officer, 8018 Moody Street, La Palma, California, 90623.

Section 9. Integration and Neutral Construction. This Agreement constitutes the entire agreement among the Parties. All understandings between the Parties are incorporated in this Agreement and its terms are intended by the Parties as a final, complete, and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The Parties agree that this Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by the parties to it. The Parties further agree that because each Party has been active in the preparation and negotiation of the terms of this Agreement, it shall not be construed against any Party in the event of any dispute as to the meaning of its terms

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of California, without giving effect to any choice or conflict of law provision or rule (whether of the state of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of California.

Section 11. Assignment. Neither Party may assign this Agreement without the express written consent of the other Party. If consent is granted, this Agreement shall be binding on each party's successors and assigns.

Section 12. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

Section 13. Severability. If any of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable by competent judicial authority, the validity of the remainder of the Agreement shall be unaffected and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such enforceability materially affects the Parties' rights under this Agreement.

Section 14. Authority. Each person executing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of the Party they purport to represents.

Section 15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

Section 16. Recovery of Attorney Fees. In the event of an action to enforce any term of this agreement, the prevailing party shall be entitled to attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CALIFORNIA JOINT POWERS INSURANCE
AUTHORITY:

By: _____
Jonathan Shull, Chief Executive Officer

CITY OF MAYWOOD

Ricardo Lara, Mayor

ATTEST:

Flor Aguiluz, City Clerk

APPROVED AS FORM:

Roxanne Diaz, City Attorney

EXHIBIT A
PAYMENT PLAN

**PAYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND
THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY**
PAYMENT SCHEDULE

Pmt #	Pmt Date	Principal	Interest	Total Pmt	Pmt #	Pmt Date	Principal	Interest	Total Pmt
1	01/01/22	\$16,563.49	\$5,792.09	\$22,355.58	46	10/01/25	\$17,196.15	\$5,159.43	\$22,355.58
2	02/01/22	16,577.29	5,778.29	22,355.58	47	11/01/25	17,210.48	5,145.10	22,355.58
3	03/01/22	16,591.11	5,764.47	22,355.58	48	12/01/25	17,224.82	5,130.76	22,355.58
4	04/01/22	16,604.93	5,750.65	22,355.58	49	01/01/26	17,239.17	5,116.41	22,355.58
5	05/01/22	16,618.77	5,736.81	22,355.58	50	02/01/26	17,253.54	5,102.04	22,355.58
6	06/01/22	16,632.62	5,722.96	22,355.58	51	03/01/26	17,267.92	5,087.66	22,355.58
7	07/01/22	16,646.48	5,709.10	22,355.58	52	04/01/26	17,282.31	5,073.27	22,355.58
8	08/01/22	16,660.35	5,695.23	22,355.58	53	05/01/26	17,296.71	5,058.87	22,355.58
9	09/01/22	16,674.24	5,681.34	22,355.58	54	06/01/26	17,311.12	5,044.46	22,355.58
10	10/01/22	16,688.13	5,667.45	22,355.58	55	07/01/26	17,325.55	5,030.03	22,355.58
11	11/01/22	16,702.04	5,653.54	22,355.58	56	08/01/26	17,339.99	5,015.59	22,355.58
12	12/01/22	16,715.96	5,639.62	22,355.58	57	09/01/26	17,354.44	5,001.14	22,355.58
13	01/01/23	16,729.89	5,625.69	22,355.58	58	10/01/26	17,368.90	4,986.68	22,355.58
14	02/01/23	16,743.83	5,611.75	22,355.58	59	11/01/26	17,383.37	4,972.21	22,355.58
15	03/01/23	16,757.78	5,597.80	22,355.58	60	12/01/26	17,397.86	4,957.72	22,355.58
16	04/01/23	16,771.75	5,583.83	22,355.58	61	01/01/27	17,412.36	4,943.22	22,355.58
17	05/01/23	16,785.72	5,569.86	22,355.58	62	02/01/27	17,426.87	4,928.71	22,355.58
18	06/01/23	16,799.71	5,555.87	22,355.58	63	03/01/27	17,441.39	4,914.19	22,355.58
19	07/01/23	16,813.71	5,541.87	22,355.58	64	04/01/27	17,455.92	4,899.66	22,355.58
20	08/01/23	16,827.72	5,527.86	22,355.58	65	05/01/27	17,470.47	4,885.11	22,355.58
21	09/01/23	16,841.75	5,513.83	22,355.58	66	06/01/27	17,485.03	4,870.55	22,355.58
22	10/01/23	16,855.78	5,499.80	22,355.58	67	07/01/27	17,499.60	4,855.98	22,355.58
23	11/01/23	16,869.83	5,485.75	22,355.58	68	08/01/27	17,514.18	4,841.40	22,355.58
24	12/01/23	16,883.88	5,471.70	22,355.58	69	09/01/27	17,528.78	4,826.80	22,355.58
25	01/01/24	16,897.95	5,457.63	22,355.58	70	10/01/27	17,543.39	4,812.19	22,355.58
26	02/01/24	16,912.04	5,443.54	22,355.58	71	11/01/27	17,558.00	4,797.58	22,355.58
27	03/01/24	16,926.13	5,429.45	22,355.58	72	12/01/27	17,572.64	4,782.94	22,355.58
28	04/01/24	16,940.23	5,415.35	22,355.58	73	01/01/28	17,587.28	4,768.30	22,355.58
29	05/01/24	16,954.35	5,401.23	22,355.58	74	02/01/28	17,601.94	4,753.64	22,355.58
30	06/01/24	16,968.48	5,387.10	22,355.58	75	03/01/28	17,616.60	4,738.98	22,355.58
31	07/01/24	16,982.62	5,372.96	22,355.58	76	04/01/28	17,631.28	4,724.30	22,355.58
32	08/01/24	16,996.77	5,358.81	22,355.58	77	05/01/28	17,645.98	4,709.60	22,355.58
33	09/01/24	17,010.94	5,344.64	22,355.58	78	06/01/28	17,660.68	4,694.90	22,355.58
34	10/01/24	17,025.11	5,330.47	22,355.58	79	07/01/28	17,675.40	4,680.18	22,355.58
35	11/01/24	17,039.30	5,316.28	22,355.58	80	08/01/28	17,690.13	4,665.45	22,355.58
36	12/01/24	17,053.50	5,302.08	22,355.58	81	09/01/28	17,704.87	4,650.71	22,355.58
37	01/01/25	17,067.71	5,287.87	22,355.58	82	10/01/28	17,719.63	4,635.95	22,355.58
38	02/01/25	17,081.93	5,273.65	22,355.58	83	11/01/28	17,734.39	4,621.19	22,355.58
39	03/01/25	17,096.17	5,259.41	22,355.58	84	12/01/28	17,749.17	4,606.41	22,355.58
40	04/01/25	17,110.42	5,245.16	22,355.58	85	01/01/29	17,763.96	4,591.62	22,355.58
41	05/01/25	17,124.67	5,230.91	22,355.58	86	02/01/29	17,778.76	4,576.82	22,355.58
42	06/01/25	17,138.94	5,216.64	22,355.58	87	03/01/29	17,793.58	4,562.00	22,355.58
43	07/01/25	17,153.23	5,202.35	22,355.58	88	04/01/29	17,808.41	4,547.17	22,355.58
44	08/01/25	17,167.52	5,188.06	22,355.58	89	05/01/29	17,823.25	4,532.33	22,355.58
45	09/01/25	17,181.83	5,173.75	22,355.58	90	06/01/29	17,838.10	4,517.48	22,355.58

**PAYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND
THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY**
PAYMENT SCHEDULE

Pmt #	Pmt Date	Principal	Interest	Total Pmt	Pmt #	Pmt Date	Principal	Interest	Total Pmt
91	07/01/29	\$17,852.97	\$4,502.61	\$22,355.58	136	04/01/33	\$18,534.87	\$3,820.71	\$22,355.58
92	08/01/29	17,867.84	4,487.74	22,355.58	137	05/01/33	18,550.32	3,805.26	22,355.58
93	09/01/29	17,882.73	4,472.85	22,355.58	138	06/01/33	18,565.78	3,789.80	22,355.58
94	10/01/29	17,897.64	4,457.94	22,355.58	139	07/01/33	18,581.25	3,774.33	22,355.58
95	11/01/29	17,912.55	4,443.03	22,355.58	140	08/01/33	18,596.73	3,758.85	22,355.58
96	12/01/29	17,927.48	4,428.10	22,355.58	141	09/01/33	18,612.23	3,743.35	22,355.58
97	01/01/30	17,942.42	4,413.16	22,355.58	142	10/01/33	18,627.74	3,727.84	22,355.58
98	02/01/30	17,957.37	4,398.21	22,355.58	143	11/01/33	18,643.27	3,712.31	22,355.58
99	03/01/30	17,972.33	4,383.25	22,355.58	144	12/01/33	18,658.80	3,696.78	22,355.58
100	04/01/30	17,987.31	4,368.27	22,355.58	145	01/01/34	18,674.35	3,681.23	22,355.58
101	05/01/30	18,002.30	4,353.28	22,355.58	146	02/01/34	18,689.91	3,665.67	22,355.58
102	06/01/30	18,017.30	4,338.28	22,355.58	147	03/01/34	18,705.49	3,650.09	22,355.58
103	07/01/30	18,032.32	4,323.26	22,355.58	148	04/01/34	18,721.08	3,634.50	22,355.58
104	08/01/30	18,047.34	4,308.24	22,355.58	149	05/01/34	18,736.68	3,618.90	22,355.58
105	09/01/30	18,062.38	4,293.20	22,355.58	150	06/01/34	18,752.29	3,603.29	22,355.58
106	10/01/30	18,077.43	4,278.15	22,355.58	151	07/01/34	18,767.92	3,587.66	22,355.58
107	11/01/30	18,092.50	4,263.08	22,355.58	152	08/01/34	18,783.56	3,572.02	22,355.58
108	12/01/30	18,107.58	4,248.00	22,355.58	153	09/01/34	18,799.21	3,556.37	22,355.58
109	01/01/31	18,122.67	4,232.91	22,355.58	154	10/01/34	18,814.88	3,540.70	22,355.58
110	02/01/31	18,137.77	4,217.81	22,355.58	155	11/01/34	18,830.55	3,525.03	22,355.58
111	03/01/31	18,152.88	4,202.70	22,355.58	156	12/01/34	18,846.25	3,509.33	22,355.58
112	04/01/31	18,168.01	4,187.57	22,355.58	157	01/01/35	18,861.95	3,493.63	22,355.58
113	05/01/31	18,183.15	4,172.43	22,355.58	158	02/01/35	18,877.67	3,477.91	22,355.58
114	06/01/31	18,198.30	4,157.28	22,355.58	159	03/01/35	18,893.40	3,462.18	22,355.58
115	07/01/31	18,213.47	4,142.11	22,355.58	160	04/01/35	18,909.15	3,446.43	22,355.58
116	08/01/31	18,228.65	4,126.93	22,355.58	161	05/01/35	18,924.90	3,430.68	22,355.58
117	09/01/31	18,243.84	4,111.74	22,355.58	162	06/01/35	18,940.67	3,414.91	22,355.58
118	10/01/31	18,259.04	4,096.54	22,355.58	163	07/01/35	18,956.46	3,399.12	22,355.58
119	11/01/31	18,274.26	4,081.32	22,355.58	164	08/01/35	18,972.26	3,383.32	22,355.58
120	12/01/31	18,289.48	4,066.10	22,355.58	165	09/01/35	18,988.07	3,367.51	22,355.58
121	01/01/32	18,304.73	4,050.85	22,355.58	166	10/01/35	19,003.89	3,351.69	22,355.58
122	02/01/32	18,319.98	4,035.60	22,355.58	167	11/01/35	19,019.73	3,335.85	22,355.58
123	03/01/32	18,335.25	4,020.33	22,355.58	168	12/01/35	19,035.58	3,320.00	22,355.58
124	04/01/32	18,350.53	4,005.05	22,355.58	169	01/01/36	19,051.44	3,304.14	22,355.58
125	05/01/32	18,365.82	3,989.76	22,355.58	170	02/01/36	19,067.31	3,288.27	22,355.58
126	06/01/32	18,381.12	3,974.46	22,355.58	171	03/01/36	19,083.20	3,272.38	22,355.58
127	07/01/32	18,396.44	3,959.14	22,355.58	172	04/01/36	19,099.11	3,256.47	22,355.58
128	08/01/32	18,411.77	3,943.81	22,355.58	173	05/01/36	19,115.02	3,240.56	22,355.58
129	09/01/32	18,427.11	3,928.47	22,355.58	174	06/01/36	19,130.95	3,224.63	22,355.58
130	10/01/32	18,442.47	3,913.11	22,355.58	175	07/01/36	19,146.89	3,208.69	22,355.58
131	11/01/32	18,457.84	3,897.74	22,355.58	176	08/01/36	19,162.85	3,192.73	22,355.58
132	12/01/32	18,473.22	3,882.36	22,355.58	177	09/01/36	19,178.82	3,176.76	22,355.58
133	01/01/33	18,488.61	3,866.97	22,355.58	178	10/01/36	19,194.80	3,160.78	22,355.58
134	02/01/33	18,504.02	3,851.56	22,355.58	179	11/01/36	19,210.80	3,144.78	22,355.58
135	03/01/33	18,519.44	3,836.14	22,355.58	180	12/01/36	19,226.81	3,128.77	22,355.58

**PAYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND
THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY**
PAYMENT SCHEDULE

Pmt #	Pmt Date	Principal	Interest	Total Pmt	Pmt #	Pmt Date	Principal	Interest	Total Pmt
181	01/01/37	\$19,242.83	\$3,112.75	\$22,355.58	226	10/01/40	\$19,977.82	\$2,377.76	\$22,355.58
182	02/01/37	19,258.86	3,096.72	22,355.58	227	11/01/40	19,994.47	2,361.11	22,355.58
183	03/01/37	19,274.91	3,080.67	22,355.58	228	12/01/40	20,011.13	2,344.45	22,355.58
184	04/01/37	19,290.98	3,064.60	22,355.58	229	01/01/41	20,027.81	2,327.77	22,355.58
185	05/01/37	19,307.05	3,048.53	22,355.58	230	02/01/41	20,044.50	2,311.08	22,355.58
186	06/01/37	19,323.14	3,032.44	22,355.58	231	03/01/41	20,061.20	2,294.38	22,355.58
187	07/01/37	19,339.24	3,016.34	22,355.58	232	04/01/41	20,077.92	2,277.66	22,355.58
188	08/01/37	19,355.36	3,000.22	22,355.58	233	05/01/41	20,094.65	2,260.93	22,355.58
189	09/01/37	19,371.49	2,984.09	22,355.58	234	06/01/41	20,111.40	2,244.18	22,355.58
190	10/01/37	19,387.63	2,967.95	22,355.58	235	07/01/41	20,128.16	2,227.42	22,355.58
191	11/01/37	19,403.79	2,951.79	22,355.58	236	08/01/41	20,144.93	2,210.65	22,355.58
192	12/01/37	19,419.96	2,935.62	22,355.58	237	09/01/41	20,161.72	2,193.86	22,355.58
193	01/01/38	19,436.14	2,919.44	22,355.58	238	10/01/41	20,178.52	2,177.06	22,355.58
194	02/01/38	19,452.34	2,903.24	22,355.58	239	11/01/41	20,195.34	2,160.24	22,355.58
195	03/01/38	19,468.55	2,887.03	22,355.58	240	12/01/41	20,212.16	2,143.42	22,355.58
196	04/01/38	19,484.77	2,870.81	22,355.58	241	01/01/42	20,229.01	2,126.57	22,355.58
197	05/01/38	19,501.01	2,854.57	22,355.58	242	02/01/42	20,245.87	2,109.71	22,355.58
198	06/01/38	19,517.26	2,838.32	22,355.58	243	03/01/42	20,262.74	2,092.84	22,355.58
199	07/01/38	19,533.52	2,822.06	22,355.58	244	04/01/42	20,279.62	2,075.96	22,355.58
200	08/01/38	19,549.80	2,805.78	22,355.58	245	05/01/42	20,296.52	2,059.06	22,355.58
201	09/01/38	19,566.09	2,789.49	22,355.58	246	06/01/42	20,313.44	2,042.14	22,355.58
202	10/01/38	19,582.40	2,773.18	22,355.58	247	07/01/42	20,330.36	2,025.22	22,355.58
203	11/01/38	19,598.72	2,756.86	22,355.58	248	08/01/42	20,347.31	2,008.27	22,355.58
204	12/01/38	19,615.05	2,740.53	22,355.58	249	09/01/42	20,364.26	1,991.32	22,355.58
205	01/01/39	19,631.40	2,724.18	22,355.58	250	10/01/42	20,381.23	1,974.35	22,355.58
206	02/01/39	19,647.76	2,707.82	22,355.58	251	11/01/42	20,398.22	1,957.36	22,355.58
207	03/01/39	19,664.13	2,691.45	22,355.58	252	12/01/42	20,415.22	1,940.36	22,355.58
208	04/01/39	19,680.52	2,675.06	22,355.58	253	01/01/43	20,432.23	1,923.35	22,355.58
209	05/01/39	19,696.92	2,658.66	22,355.58	254	02/01/43	20,449.25	1,906.33	22,355.58
210	06/01/39	19,713.33	2,642.25	22,355.58	255	03/01/43	20,466.30	1,889.28	22,355.58
211	07/01/39	19,729.76	2,625.82	22,355.58	256	04/01/43	20,483.35	1,872.23	22,355.58
212	08/01/39	19,746.20	2,609.38	22,355.58	257	05/01/43	20,500.42	1,855.16	22,355.58
213	09/01/39	19,762.65	2,592.93	22,355.58	258	06/01/43	20,517.50	1,838.08	22,355.58
214	10/01/39	19,779.12	2,576.46	22,355.58	259	07/01/43	20,534.60	1,820.98	22,355.58
215	11/01/39	19,795.61	2,559.97	22,355.58	260	08/01/43	20,551.71	1,803.87	22,355.58
216	12/01/39	19,812.10	2,543.48	22,355.58	261	09/01/43	20,568.84	1,786.74	22,355.58
217	01/01/40	19,828.61	2,526.97	22,355.58	262	10/01/43	20,585.98	1,769.60	22,355.58
218	02/01/40	19,845.14	2,510.44	22,355.58	263	11/01/43	20,603.14	1,752.44	22,355.58
219	03/01/40	19,861.67	2,493.91	22,355.58	264	12/01/43	20,620.31	1,735.27	22,355.58
220	04/01/40	19,878.22	2,477.36	22,355.58	265	01/01/44	20,637.49	1,718.09	22,355.58
221	05/01/40	19,894.79	2,460.79	22,355.58	266	02/01/44	20,654.69	1,700.89	22,355.58
222	06/01/40	19,911.37	2,444.21	22,355.58	267	03/01/44	20,671.90	1,683.68	22,355.58
223	07/01/40	19,927.96	2,427.62	22,355.58	268	04/01/44	20,689.13	1,666.45	22,355.58
224	08/01/40	19,944.57	2,411.01	22,355.58	269	05/01/44	20,706.37	1,649.21	22,355.58
225	09/01/40	19,961.19	2,394.39	22,355.58	270	06/01/44	20,723.62	1,631.96	22,355.58

**PAYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND
THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY**
PAYMENT SCHEDULE

Pmt #	Pmt Date	Principal	Interest	Total Pmt	Pmt #	Pmt Date	Principal	Interest	Total Pmt
271	07/01/44	\$20,740.89	\$1,614.69	\$22,355.58	316	04/01/48	\$21,533.11	\$822.47	\$22,355.58
272	08/01/44	20,758.18	1,597.40	22,355.58	317	05/01/48	21,551.05	804.53	22,355.58
273	09/01/44	20,775.47	1,580.11	22,355.58	318	06/01/48	21,569.01	786.57	22,355.58
274	10/01/44	20,792.79	1,562.79	22,355.58	319	07/01/48	21,586.98	768.60	22,355.58
275	11/01/44	20,810.11	1,545.47	22,355.58	320	08/01/48	21,604.97	750.61	22,355.58
276	12/01/44	20,827.46	1,528.12	22,355.58	321	09/01/48	21,622.98	732.60	22,355.58
277	01/01/45	20,844.81	1,510.77	22,355.58	322	10/01/48	21,641.00	714.58	22,355.58
278	02/01/45	20,862.18	1,493.40	22,355.58	323	11/01/48	21,659.03	696.55	22,355.58
279	03/01/45	20,879.57	1,476.01	22,355.58	324	12/01/48	21,677.08	678.50	22,355.58
280	04/01/45	20,896.97	1,458.61	22,355.58	325	01/01/49	21,695.14	660.44	22,355.58
281	05/01/45	20,914.38	1,441.20	22,355.58	326	02/01/49	21,713.22	642.36	22,355.58
282	06/01/45	20,931.81	1,423.77	22,355.58	327	03/01/49	21,731.32	624.26	22,355.58
283	07/01/45	20,949.25	1,406.33	22,355.58	328	04/01/49	21,749.43	606.15	22,355.58
284	08/01/45	20,966.71	1,388.87	22,355.58	329	05/01/49	21,767.55	588.03	22,355.58
285	09/01/45	20,984.18	1,371.40	22,355.58	330	06/01/49	21,785.69	569.89	22,355.58
286	10/01/45	21,001.67	1,353.91	22,355.58	331	07/01/49	21,803.85	551.73	22,355.58
287	11/01/45	21,019.17	1,336.41	22,355.58	332	08/01/49	21,822.02	533.56	22,355.58
288	12/01/45	21,036.69	1,318.89	22,355.58	333	09/01/49	21,840.20	515.38	22,355.58
289	01/01/46	21,054.22	1,301.36	22,355.58	334	10/01/49	21,858.40	497.18	22,355.58
290	02/01/46	21,071.76	1,283.82	22,355.58	335	11/01/49	21,876.62	478.96	22,355.58
291	03/01/46	21,089.32	1,266.26	22,355.58	336	12/01/49	21,894.85	460.73	22,355.58
292	04/01/46	21,106.90	1,248.68	22,355.58	337	01/01/50	21,913.09	442.49	22,355.58
293	05/01/46	21,124.49	1,231.09	22,355.58	338	02/01/50	21,931.35	424.23	22,355.58
294	06/01/46	21,142.09	1,213.49	22,355.58	339	03/01/50	21,949.63	405.95	22,355.58
295	07/01/46	21,159.71	1,195.87	22,355.58	340	04/01/50	21,967.92	387.66	22,355.58
296	08/01/46	21,177.34	1,178.24	22,355.58	341	05/01/50	21,986.23	369.35	22,355.58
297	09/01/46	21,194.99	1,160.59	22,355.58	342	06/01/50	22,004.55	351.03	22,355.58
298	10/01/46	21,212.65	1,142.93	22,355.58	343	07/01/50	22,022.89	332.69	22,355.58
299	11/01/46	21,230.33	1,125.25	22,355.58	344	08/01/50	22,041.24	314.34	22,355.58
300	12/01/46	21,248.02	1,107.56	22,355.58	345	09/01/50	22,059.61	295.97	22,355.58
301	01/01/47	21,265.73	1,089.85	22,355.58	346	10/01/50	22,077.99	277.59	22,355.58
302	02/01/47	21,283.45	1,072.13	22,355.58	347	11/01/50	22,096.39	259.19	22,355.58
303	03/01/47	21,301.19	1,054.39	22,355.58	348	12/01/50	22,114.80	240.78	22,355.58
304	04/01/47	21,318.94	1,036.64	22,355.58	349	01/01/51	22,133.23	222.35	22,355.58
305	05/01/47	21,336.70	1,018.88	22,355.58	350	02/01/51	22,151.68	203.90	22,355.58
306	06/01/47	21,354.48	1,001.10	22,355.58	351	03/01/51	22,170.14	185.44	22,355.58
307	07/01/47	21,372.28	983.30	22,355.58	352	04/01/51	22,188.61	166.97	22,355.58
308	08/01/47	21,390.09	965.49	22,355.58	353	05/01/51	22,207.10	148.48	22,355.58
309	09/01/47	21,407.91	947.67	22,355.58	354	06/01/51	22,225.61	129.97	22,355.58
310	10/01/47	21,425.75	929.83	22,355.58	355	07/01/51	22,244.13	111.45	22,355.58
311	11/01/47	21,443.61	911.97	22,355.58	356	08/01/51	22,262.66	92.92	22,355.58
312	12/01/47	21,461.48	894.10	22,355.58	357	09/01/51	22,281.22	74.36	22,355.58
313	01/01/48	21,479.36	876.22	22,355.58	358	10/01/51	22,299.78	55.80	22,355.58
314	02/01/48	21,497.26	858.32	22,355.58	359	11/01/51	22,318.37	37.21	22,355.58
315	03/01/48	21,515.18	840.40	22,355.58	360	12/01/51	22,336.97	18.61	22,355.58
					TOTAL				\$6,950,508.00 \$1,097,500.80 \$8,048,008.80