



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

WEDNESDAY, JANUARY 12, 2022 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
Heber Marquez

CITY CLERK
Flor Aguiluz

MAYOR PRO TEM
Frank Garcia

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
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 regular 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: 883 9674 8196 Passcode: 454940
OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88396748196?pwd=VUxaQXFLUjh1aFp3SS9pdFM0TmNjQT09>

Passcode: 454940

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

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 DECEMBER 22, 2021 CITY COUNCIL MEETING
2. RESOLUTION NO. 6213 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. RESOLUTION NO. 6214 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023.
4. ACCEPTANCE OF 6.6 KV STREET LIGHTING CONVERSION PROJECT ON LOMA VISTA AVENUE COMPLETED BY CALPROMAX ENGINEERING, INC. AND RELATED ACTIONS
5. CONSIDERATION OF RESOLUTION NO. 6215 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS

IX. DISCUSSION/ACTION ITEMS

6. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KILEY & ASSOCIATES, LLC FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES AND FIND THAT IT IS IN THE BEST INTEREST OF THE CITY NOT TO INFORMALLY BID THE AGREEMENT.

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, January 26, 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.





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

WEDNESDAY, DECEMBER 22, 2021 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Lara called to order approximately at 7:04 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 (present)

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: 822 5948 5073 Passcode: 371766

or

<https://us02web.zoom.us/j/82259485073?pwd=dzdhcUgzQVdsdzlZZ0lsZTNxeiVHZz09>

Passcode: 371766

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)
- 2) Veronica Guardado (via teleconference)

VI. PRESENTATIONS

2021 HOLIDAY HOME DECORATING COMPETITION

Mayor Lara recognized the First Place winner Jose Cuevas and Second Place winner Marisela Moreno.

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF DECEMBER 8, 2021 CITY COUNCIL MEETING

Motion to approve the Minutes of December 8, 2021 City Council Meeting by Mayor Lara. Second by Mayor Pro Tem Marquez. 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. 6212 of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency approving the Warrants for Payment by Mayor Lara. Second by Mayor Pro Tem Marquez. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

3. REVENUE REPORT FROM JULY - NOVEMBER 2021

Motion to file and receive the Revenue Report from July - November 2021 by Mayor Lara. Second by Mayor Pro Tem Marquez. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

4. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR NOVEMBER 2021

Motion to file and receive the Monthly Cash and Investment Report for November 2021 by Mayor Lara. Second by Mayor Pro Tem Marquez. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

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 Mayor Lara. Second by Mayor Pro Tem Marquez. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

6. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM BUDDING ARTIST (BA) THROUGH THEIR FISCAL SPONSOR FULCRUM ARTS IN THE AMOUNT OF \$2,500.

Motion to approve the Community Benefit Fund application from Budding Artist (BA) in the amount of \$2,500 by Mayor Pro Tem Marquez. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

Item #6 was pulled for further discussion.

IX. REORGANIZATION OF CITY COUNCIL

7. RECOGNITION OF SERVICE AND PRESENTATION TO MAYOR LARA FOR SERVING AS MAYOR

Mayor Pro Tem Marquez presented a plaque of Recognition of Service to outgoing Mayor Lara for his year of service as Mayor.

8. NOMINATION OF MAYOR

Motion to appoint Heber Marquez as Mayor by Lara. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

9. NOMINATION OF MAYOR PRO TEM

Motion to appoint Frank Garcia as Mayor Pro Tem by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

X. DISCUSSION/ACTION ITEMS

10. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM NIMITZ MUSIC SUPPORTERS IN THE AMOUNT OF \$3,038.75

Motion to approve the Community Benefit Fund application from Nimitz Music Supporters in the amount of \$3,038.75 by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

11. CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCY BOARDS AND COMMITTEES
Motion to accept City Council appointments to outside agency boards and committees (see chart below) by De La Riva. Second by Mayor Marquez. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

Committee	Delegate	Alternate
California Contract Cities Board of Directors	Jessica Torres	Ricardo Lara
Eco-Rapid Transit Board of Directors	Reyna Mendez	Raul Rodriguez
Gateway Cities Council of Governments	Heber Marquez	Jessica Torres
Greater LA County Vector Control District	Jessica Torres	
HUB Cities Board of Directors	Eddie De La Riva	Frank Garcia
League of California Cities; Los Angeles Division	Ricardo Lara	Eddie De La Riva
Sanitation Districts of LA County	Heber Marquez	Ricardo Lara
Southern California Association of Governments	Frank Garcia	Eddie De La Riva

XI. CLOSED SESSION

None

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

The following spoke on Non-Agenda items:

- 1) Gerry Mayagoitia (via teleconference)
- 2) David Perez (via teleconference)
- 3) Veronica Guardado (via teleconference)
- 4) Peter (via teleconference)

XIII. ADJOURNMENT

Meeting adjourned at approximately 8:25 p.m. to the next meeting of the Maywood City Council on Wednesday, January 12, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Flor Aguiluz, City Clerk

RESOLUTION NO. 6213

**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 \$799,331.63 are hereby ratified:

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

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, January 12, 2022

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 089186 - 089219	\$ 42,497.19
Accounts Payable regular warrants for payment: Checks No. 089220 - 089238	\$ 625,962.67
Sub-total	<u>\$ 668,459.86</u>

Wire Transfers/ACH Transactions

12/23/21 Payroll Pay Period 12/5/21-12/18/21	\$ 41,268.94
12/24/21 ADP Payroll Fees	\$ 401.60
01/03/22 US Bank - Merchant Fees	\$ 731.53
01/04/22 CalPERS Health Premium January 2022	\$ 31,827.03
01/04/22 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees	\$ 55,907.52
01/04/22 CalPERS Replacement Benefit Contribution	\$ 327.96
01/05/22 8x8 Inc - Monthly Phone Maintenance	\$ 407.19
Sub-total	<u>\$ 130,871.77</u>

Total Demands	<u><u>\$ 799,331.63</u></u>
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City of Maywood
Detail Warrants for Payment
Warrants No. 089186 to 089238

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089186	P	1/6/2022	Angel Villegas	698.71	Retiree Medical Reimbursement January 2022	General Fund - 01
089187	P	1/6/2022	AT&T	22.89	Elevator Emergency Phone Line 11/10/2021 - 12/09/2021	General Fund - 01
089188	P	1/6/2022	AT & T Long Distance	43.71	Elevator Emergency Phone Line November 2021	General Fund - 01
089189	P	1/6/2022	Brent Talmo	698.71	Retiree Medical Reimbursement January 2022	General Fund - 01
089190	P	1/6/2022	Bruce Leflar	1,290.56	Retiree Medical Reimbursement January 2022	General Fund - 01
089191	P	1/6/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement January 2022	General Fund - 01
089192	P	1/6/2022	Claudia Zavala	217.60	Tree Lighting Supplies Reimbursement	General Fund - 01
089193	P	1/6/2022	Dewey Pest Control	600.00	Termite Completion Sheriff's Substation	General Fund - 01
089194	P	1/6/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement January 2022	General Fund - 01
089195	P	1/6/2022	FedEx	154.52	Document Shipping - Final Payroll	General Fund - 01
089196	P	1/6/2022	FedEx Office Customer Administrative Services	830.61	Newsletter Printing: Jan/Feb/Mar 2022	General Fund - 01
089197	P	1/6/2022	Myers & Sons Hi-Way Safety, Inc.	455.24	Public Works Supplies	General Fund - 01
089198	P	1/6/2022	Innovative Fence, Inc.	497.00	Fence Maintenance	General Fund - 01
089199	P	1/6/2022	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry	General Fund - 01
089200	P	1/6/2022	L.B. Johnson Hardware Co.	172.26	Building & Street Maintenance	General Fund - 01
089201	P	1/6/2022	LGP Equipment Rentals	230.05	Equipment Rental	General Fund - 01
089202	P	1/6/2022	Quadient Leasing USA, Inc.	989.66	Postage Machine Lease: Jan 2022 to April 2022	General Fund - 01
089203	P	1/6/2022	Mapcon Technologies, Inc.	83.00	Mapcon Building & Planning Software January 2022	General Fund - 01
089204	P	1/6/2022	Maywood Mutual Water No.1	682.92	Various Locations 10/20/2021 - 12/16/2021	General Fund - 01
089205	P	1/6/2022	Tri-City Mutual Water Company	1,824.45	Various Locations 10-23-2021 to 12-16-2021	General Fund - 01
089206	P	1/6/2022	MV Cheng & Associates Inc.	1,181.25	Senior Accountant Consultant November 2021	General Fund - 01
089207	P	1/6/2022	Perez Plumbing Appliance Repair & Contractor	275.00	Buliding Maintenance	General Fund - 01
089208	P	1/6/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement January 2022	General Fund - 01
089209	P	1/6/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement January 2022	General Fund - 01
089210	P	1/6/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement January 2022	General Fund - 01
089211	P	1/6/2022	Southern California Edison	22,480.98	Various Locations 11-23-2021 to 12-22-2021	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089186 to 089238

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089212	P	1/6/2022	Sprint	572.54	Cell Phone Service: 11/24/2021 to 12/23/2021	General Fund - 01
089213	P	1/6/2022	Staples Business Advantage	25.54	Office Supplies	General Fund - 01
089214	P	1/6/2022	Stericycle , Inc	600.95	Destruction of Obsolete Documents	General Fund - 01
089215	P	1/6/2022	The Gas Company	15.29	4319 Slauson Ave. 11/08/2021 - 12/09/2021	General Fund - 01
089216	P	1/6/2022	U.S. Bank Corporate Payment System	1,146.86	Credit Card Expense 11/17/21-12/14/21	General Fund - 01
089217	P	1/6/2022	ULINE INC.	392.69	Building Maintenance	General Fund - 01
089218	P	1/6/2022	Vernon, City of	70.59	Slauson & Downey 11-03-2021 to 12-06-2021	General Fund - 01
089219	P	1/6/2022	Xerox Financial Services	1,178.24	Lease Payments 11-30-2021 - 12-29-2021	General Fund - 01
089220		1/6/2022	Amazon Capital Services	129.51	Office Supplies for Community Services	General Fund - 01
089221		1/6/2022	Active Universal Capital, LLC	3,481.47	Crossing Guard Services - September 2021	General Fund - 01
089222		1/6/2022	California Consulting, Inc.	3,250.00	Grant Writing Services: December 2021	General Fund - 01
089223		1/6/2022	Colantuono, Highsmith & Whatley, PC	66.14	Under Collection Utility User Taxes	General Fund - 01
089224		1/6/2022	Crosstown Electrical & Data, Inc.	1,983.44	Preventive Maintenance December 2021	Street Lighting - Fund 62
089225		1/6/2022	Dapeer, Rosenblit & Litvak, LLP	120.70	Code Enforcement Legal Services November 2021	General Fund - 01
089226		1/6/2022	Expert Building Maintenance LLC	8,222.50	City Hall/Police Station/Parks December 2021 Additional Janitorial Services December 2021	General Fund - 01
089227		1/6/2022	Flor Aguiluz	300.00	January 2022 City Clerk Stipend	General Fund - 01
089228		1/6/2022	HdL Software, LLC	4,006.92	Code Enforcement Software Annual Fee 01-01-2022 - 12-31-2022	General Fund - 01
089229		1/6/2022	Infinity Technologies	3,680.00	Monthly IT Fee for Services December 2021	General Fund - 01
089230		1/6/2022	Kimley-Horn and Associates, Inc.	4,924.02	Local Roadway Safety Plan Consultant Contract	General Fund - 01
089231		1/6/2022	Mary Mariscal	50.00	January 2022 Treasurer Stipend	General Fund - 01
089232		1/6/2022	Modern Glass & Mirror Works	225.00	Building Maintenance	General Fund - 01
089233		1/6/2022	Nationwide Environmental Services	7,410.00	Street Sweeping Services December 2021	Sewer Fund - 35
089234		1/6/2022	Phoenix Group Information Systems	12,104.13	November 2021 Citation Processing FTB Intercept Letters November 2021 Parking Citation Processing November 2021 Permit Processing Fees	General Fund - 01
089235		1/6/2022	County of LA Dept of Public Works	55,833.95	Maywood Sewer Repairs Atlantic & Slauson	General Fund - 01
089236		1/6/2022	Sheriff's Department	428,646.48	Pubile Safety Services October 2021	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089186 to 089238

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089237		1/6/2022	Stantec Planning & Landscape Architecture	70,536.41	Project Management Housing Element	General Fund - 01
089238		1/6/2022	SWRCB	20,992.00	Index NO. 458177 SWRCB Annual Permit Fee 07/01/21-06/30/22 Index NO: 462417 SWRCB Annual Permit Fee 10/01/21-09/30/22	General Fund - 01
TOTAL:				\$668,459.86		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: January 12, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: RESOLUTION NO. 6214 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6214 approving the Successor Agency to the Former Maywood Redevelopment Agency Recognized Obligation Payment Schedule for the period of July 1, 2022 through June 30, 2023 and the Administrative Budgets for the six-month fiscal periods from July 1, 2022 through December 31, 2022 and from January 1, 2023 through June 30, 2023, and taking certain related actions.

BACKGROUND:

The former Redevelopment Agency for Maywood Community Redevelopment Agency ("Former Agency") was formed, pursuant to the Community Redevelopment law (California Health and Safety Code section 33000et seq.).

Pursuant to Assembly Bill No. 1X26, as modified by Assembly Bill No. 1484 enacted on June 27, 2012, and as further modified by Senate Bill No. 107 enacted September 22, 2015, which added or amended Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code ("Dissolution Act"), the Former Agency was dissolved on February 1, 2012 and the Successor agency to the Redevelopment Agency for Maywood Community ("Successor Agency") was vested with all authority, rights, powers, duties and obligations of the Former Agency.

The Successor Agency staff has prepared the Recognized Obligation Payment Schedule for the period of July 1, 2022 through June 30, 2023 ("ROPS FY 22-23"), which is attached as Exhibit "A" to Resolution No. 6214 for the Board's approval. No new enforceable obligations were included in ROPS FY 22-23 that were not included in the previously adopted ROPS.

The Successor Agency staff is also required to prepare an administrative budget for each six-month period corresponding to the ROPS fiscal year period (July 1, 2022 through December 31, 2022 (Administrative Budget 22-23A), and January 1, 2023 through June 30, 2023 (Administrative Budget 22-23B). Collectively, the Administrative Budgets are set forth in Exhibit B to Resolution No. 6214 and are also for the Board's approval.

DISCUSSION:

Under Resolution No. 6214, the Successor Agency's governing board represents and warrants that it examined all the items on the ROPS FY 22-23 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing enforceable obligations, or the expeditious wind-down of the affairs of the Former Redevelopment Agency by the Successor Agency.

Pursuant to Section 34177 and 34180(g) of the Health and Safety Code, the ROPS FY 22-23 and FY 22-23 Administrative Budget must be submitted to the Countywide Oversight Board for the Countywide Oversight Board's approval.

Staff recommends adoption of Resolution No. 6214, a Resolution of the Successor Agency for the former Redevelopment Agency of the City of Maywood Redevelopment Agency Approving the Recognized Obligation Payment Schedule and Administrative Budget for the period July 1, 2022 through June 30, 2023 and taking related actions in connection therewith.

LEGAL REVIEW:

The City Attorney has review this report.

FISCAL IMPACT:

The preparation and submittal of the Recognized Obligation Payment Schedule is for the purpose of allowing the Successor Agency to pay its enforceable obligations for the period of July 1, 2022, to June 30, 2023. The administrative budget is required and provides for the Successor Agency's administrative costs for the two six-month periods during fiscal year 2022-2023.

ATTACHMENT(S)

1. ROPS FY22-23
2. Item 1 - Admin Budget

RESOLUTION NO. 6214

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT
AGENCY OF THE CITY OF MAYWOOD APPROVING THE
PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE
FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023 (ROPS
22-23) PURSUANT TO HEALTH AND SAFETY CODE SECTION
34177 AND APPROVING THE PROPOSED ADMINISTRATIVE
BUDGETS FOR THE SIX-MONTH FISCAL PERIODS FROM JULY 1,
2022 THROUGH DECEMBER 31, 2022 AND FROM JANUARY 1,
2023 THROUGH JUNE 30, 2023, AND TAKING CERTAIN RELATED
ACTIONS**

WHEREAS, pursuant ABx 1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Redevelopment Agency to the City of Maywood was dissolved as of February 1, 2012, and the City of Maywood elected to serve as the Successor Agency to the former Redevelopment Agency of the City of Maywood ("Successor Agency"); and

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts; and

WHEREAS, the First Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency and

WHEREAS, pursuant to Health and Safety Code Section 34177(o), the Successor Agency must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2022 through June 30, 2023 ("ROPS 22-23") and submit ROPS 22-23 to the oversight board of the Successor Agency (the "Oversight Board") for approval; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(B), at the same time that the Successor Agency submits ROPS 22-23 to the Oversight Board for approval, the Successor Agency must submit a copy of such ROPS to the State Department of Finance (the "DOF"), the County administrative officer, and the County Auditor-Controller; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(C) and Section 34177(o)(1), the Successor Agency must: (i) submit the Oversight Board-approved ROPS 22-23 to the DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2022, and (ii) post a copy of the Oversight Board-approved ROPS 22-23 on the Successor Agency's website; and

WHEREAS, pursuant to Health and Safety Code Section 34177(j), the Successor Agency must prepare a proposed administrative budget for each six-month fiscal period (commencing each January 1 and July 1) and submit each proposed administrative budget to the Oversight Board for approval; and

WHEREAS, each proposed administrative budget shall include all of the following: (1) estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period; (2) proposed sources of payment for the costs identified in (1); and (3) proposals for arrangements for administrative and operations services provided by the City of Maywood or another entity; and

WHEREAS, pursuant to Health and Safety Code Section 34177(k), the Successor Agency is required to provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for each six-month fiscal period; and

WHEREAS, there has been presented to this Board for approval, the Successor Agency's proposed administrative budgets for the six-month fiscal periods from July 1, 2022 through December 31, 2022 ("Administrative Budget 22-23A")

and from January 1, 2023 through June 30, 2023 (“Administrative Budget 22-23B”) (collectively the “Administrative Budgets”).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. ROPS 22-23, substantially in the form attached hereto as Exhibit A, is hereby approved. The Executive Director of the Successor Agency, in consultation with the Successor Agency’s legal counsel, may modify ROPS 22-23 as the Executive Director or the Successor Agency’s legal counsel deems necessary or advisable.

Section 3. This Board hereby represents and warrants to the Oversight Board that it examined all of the items on ROPS 22-23 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing enforceable obligations, or the expeditious wind-down of the affairs of the former Redevelopment Agency of the City of Maywood by the Successor Agency.

Section 4. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved ROPS 22-23 on the Successor Agency’s Internet website (being a page on the Internet website of the City of Maywood).

Section 5. The officers and the other Staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and making adjustments to ROPS 22-23 pursuant to the DOF’s instructions, and any such actions previously taken are hereby ratified and confirmed.

Section 6. The Administrative Budgets, substantially in the form attached hereto as Exhibit B, are hereby approved.

Section 7. The Executive Director of the Successor Agency, in consultation with the Successor Agency’s legal counsel, may modify the Administrative Budgets as the Executive Director or the Successor Agency’s legal counsel deems necessary or advisable.

Section 8. Staff is hereby authorized and directed to submit the proposed Administrative Budgets to the Oversight Board for approval.

Section 9. The officers and other staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution and the Administrative Budgets and any such actions previously taken are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED THIS 12th day of JANUARY, 2022.

Heber Marquez, 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. 6214 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 12th day of January, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Maywood

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 927,136	\$ 299,207	\$ 1,226,343
F RPTTF	876,886	248,957	1,125,843
G Administrative RPTTF	50,250	50,250	100,500
H Current Period Enforceable Obligations (A+E)	\$ 927,136	\$ 299,207	\$ 1,226,343

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Maywood
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$17,955,246		\$1,226,343	\$-	\$-	\$-	\$876,886	\$50,250	\$927,136	\$-	\$-	\$-	\$248,957	\$50,250	\$299,207
5	Successor Agency Staff Administrative Costs	Admin Costs	07/01/2015	12/31/2023	City of Maywood	Administrative Costs-Staff		100,500	N	\$100,500	-	-	-	-	50,250	\$50,250	-	-	-	-	50,250	\$50,250
12	Series 2017A-1Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	08/01/2037	Wells Fargo Bank	Series 2017A-1Tax Allocation Bonds		17,624,779	N	\$1,105,791	-	-	-	859,958	-	\$859,958	-	-	-	245,833	-	\$245,833
13	Series 2017A-2Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	08/01/2037	Wells Fargo Bank	Series 2017A-2Tax Allocation Bonds		223,967	N	\$14,052	-	-	-	10,928	-	\$10,928	-	-	-	3,124	-	\$3,124
14	Series 2017B-Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	08/01/2037	Wells Fargo Bank	Series 2017B-Tax Allocation Bonds		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
15	Bank Trustee Admin Fee	Fees	10/18/2017	08/01/2037	Wells Fargo Bank	Series 2017-Tax Allocation Bonds		6,000	N	\$6,000	-	-	-	6,000	-	\$6,000	-	-	-	-	-	\$-

Maywood
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
5	
12	
13	
14	
15	

EXHIBIT B

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY
ADMINISTRATIVE BUDGET
(July 1, 2022 to June 30, 2023)
ROPS FY 22-23

SALARIES AND BENEFITS	\$ 71,500
PROFESSIONAL SERVICES	
Legal Services:	\$ 25,000
Auditing Services	4,000
TOTAL	\$ 100,500

Note: The Administrative Budget covers costs incurred by the City of Maywood and professional services for the operations to the Successor Agency of the Maywood Community Redevelopment Agency.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: January 12, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF 6.6 KV STREET LIGHTING CONVERSION PROJECT ON LOMA VISTA AVENUE COMPLETED BY CALPROMAX ENGINEERING, INC. AND RELATED ACTIONS

RECOMMENDATION:

It is recommended that the City Council: (i) accept project completion for the 6.6 KV Street Lighting Conversion on Loma Vista Project as performed by Calpromax Engineering, Inc. for a total amount of \$137,144.33; (ii) authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and (iii) authorize the City Manager to release a retention payment of \$6,857.22 to Calpromax Engineering, Inc. within 35 days following recordation of the Notice of Completion.

BACKGROUND:

On March 10, 2021, the City Council awarded a public works contract totaling \$124,545 to Calpromax Engineering, Inc. for the 6.6 KV Street Lighting Conversion on Loma Vista Project. The City Council also authorized a contingency allowance of up to 15% of the awarded contract amount (\$18,682). Total established construction budget including contingency is \$143,227.

Construction activities were completed by the Contractor, and confirmed by the City Engineer. The work was completed well within the approved budget.

DISCUSSION:

The work included the removal and replacement of existing street light poles, fixtures with new street light poles and fixtures, installation of service pedestal and related appurtenances along Loma Vista Avenue between North City Limit (Fruitland Ave) and South City Limit (Slauson Avenue).

The project converted the street lighting system from high voltage series circuit to energy efficient low voltage circuit with LED fixtures. The new street lighting system consisting of 18 new street lights will result in ongoing significant energy savings of over 65% and reduce maintenance efforts.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action as the project budget was approved at the March 10, 2021 City Council meeting for a total amount of \$143,227.

ATTACHMENT(S)

1. Notice of Completion 6.6 KV Street Lighting Conversion on Loma Vista

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MAYWOOD
4319 E Slauson Ave
Maywood, CA 90270

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Maywood
3. The full address of the owner is: 4319 E Slauson Ave, Maywood, CA 90270
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
NONE		

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on November 30, 2021. The work was: 6.6 KV Street Lighting Conversion on Loma Vista Project

8. The name of the contract, if any, for such work of improvement was
Calpromax Engineering, Inc March 10, 2021
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

9. The property on which the work of improvement was completed is in West Covina, County of Los Angeles, State of California, and is described as follows: City owned facility

10. The street address of the property is None
(IF NO STREET ADDRESS HAS BEEN OFFICIALY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

_____, City Manager
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the _____ of _____, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: January 12, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6215 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6215 Approving Applications for Specified Grant Funds and authorize the City Manager to execute documents related to the applications.

BACKGROUND:

The State Budget for the Fiscal Year included two "specified" grants to the City of Maywood. The first grant is in the amount of \$800,000 for community facilities, parks, or recreational facilities construction, acquisition, or improvements; and the second grant is in the amount of \$350,000 for an accessible playground pursuant to the federal Americans with Disabilities Act.

DISCUSSION:

Staff has been working with the California State Parks Department's Office of Grants and Local Services (OGALS) to secure these funds.

The attached Authorizing Resolution serves two purposes:

1. It is the means by which the City Council agrees to the terms of the contract; it provides confirmation that the grantee has the funding to complete, operate and maintain projects associated with the contract; and
2. Designates a position title (City Manager) to represent the City on all matters regarding projects associated with the contract. The incumbent in this position is referred to as the authorized representative.

The authorized representative can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the authorized representative to submit a letter (on letterhead) or email to the OGALS delegating authority.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The adoption of the proposed Resolution will secure \$1,150,000 for City parks.

ATTACHMENT(S)

RESOLUTION NO. 6215

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD
COMMUNITY REDEVELOPMENT AGENCY APPROVING
APPLICATION(S) FOR SPECIFIED GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Maywood, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY RESOLVES, DECLARES, DETERMINES, AND ORDERS AS FOLLOWS:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
5. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED AND ADOPTED THIS 12th day of January, 2022.

Heber Marquez, 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. 6215 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 12th day of January, 2022 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: January 12, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KILEY & ASSOCIATES, LLC FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES AND FIND THAT IT IS IN THE BEST INTEREST OF THE CITY NOT TO INFORMALLY BID THE AGREEMENT.

RECOMMENDATION:

Staff recommends the City Council approve a professional services agreement with Kiley & Associates, LLC in the form negotiated and approved by the City Manager and City Attorney, find that it is in the best interest of the City not to informally bid the agreement and approve the budget amendment as set forth in the agenda report.

BACKGROUND:

With the changes in the leadership in Washington, DC, many public entities are engaging with lobbyist firms to provide federal legislative advocacy services in order to assist such public entities to apply for grants and other discretionary funding as well as provide services to advance the entity's legislative priorities. Maywood has had recent success in obtaining grants and funds at the local and state level. However, there are several City priorities that would benefit from having a federal lobbyist to advocate for the City.

Kiley & Associates was founded in 2009 and has a seasoned team of professionals with decades of presence in Washington. They provide legislative advocacy services for cities, states, and communities and have strong California connections and extensive experience in representing government entities, including cities in the Southeast such as the cities of South Gate and Lynwood. They also represent the City of Carson. Kiley & Associates also has a good understanding of our community. For example, following the Delta Airlines fuel release incident in 2020 over certain areas in the Southeast, Kiley & Associates worked with congressional staff and the Federal Aviation Administration to secure financial reimbursements as well as set up meetings between city and federal officials. They have also assisted our neighboring cities with addressing issues of trash on railroad land and helped one city navigate federal agencies such as the Department of Housing and Urban Development in seeking flexibility in the use of funding during the COVID crisis.

DISCUSSION:

The proposed professional services agreement will engage Kiley & Associates to assist Maywood in developing a federal funding and policy agenda so the City can be focused on its outreach for grant funding. In addition, the firm will monitor and keep the City informed regarding federal legislation and appropriations, and policy developments. Last, they will help the City establish an active presence with our federal

representatives, which will be even more important because redistricting will eliminate the 40th congressional district which included the southeast. The agreement is for a 24-month term at a flat rate of \$3,900 a month. This is comparable for cities of our size.

Section 3-4.13(e) provides authority to the City to enter into this Agreement when the City Council finds that it is in the best interest of the City that informal bidding not be utilized. Staff believes that with Kiley & Associates knowledge of the Southeast and the relationships they have established in Washington on behalf of our neighboring cities, it is in the best interests of the City to engage their firm for federal advocacy services. Accordingly, City Council concurrence is required by a 4/5th vote.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

This is a new contract that had not been budgeted for previously. There will be a budget amendment for the remaining 5 months of the current fiscal year. At the monthly rate of \$3,900 per year, a budget amendment of \$19,500 is needed for FY 21-22.

F.Y. 21-22 Impact: \$19,500	Current F.Y. Budget: \$139,000
Fund Impacted: General Fund	Budget adjustment requested: \$19,500
Source of funds: General Fund	Updated Account Budget: \$158,500
Account Number: 01-614-5430	For fiscal year: 2021-2022

ATTACHMENT(S)

1. Kiley and Associates

RESOLUTION NO.

RESOLUTION NAME

RESOLUTION BODY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated January 12, 20202 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Kiley & Associates ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent Consultant to perform federal legislative advocacy services.

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

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

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Jayson Braude (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from January 15, 2022 for a 24-month period January 14, 2024, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, a flat monthly fee of \$3,900 ("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 \$93,600, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties.

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

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the

Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

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

5. Independent Consultant. Consultant is, and shall at all times remain as to City, a wholly independent Consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

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

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response

to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

A. Indemnities.

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

to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subconsultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subconsultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

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

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

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

9. Insurance.

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

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

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

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

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

10. Mutual Cooperation.

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

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

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

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

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant

for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

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

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

If to Consultant:
Attn: Gregory Kiley
Kiley & Associates, LLC
313 4th Street NE
Washington, DC, 20002

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

Consultant: Kiley & Associates, LLC

By: _____
Heber Marquez
Mayor of the City of Maywood

By: _____
Gregory Kiley, President

ATTEST:

By: _____
Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

In support of the City of Maywood objectives, Consultant shall perform research, analysis, and writing, as well as federal and legislative advocacy, to improve the city's position with respect to U.S. Government project support and other programs, and to facilitate information exchange with key executive and legislative branch decision makers as more specifically described in Consultant's proposal attached to this Exhibit A. In addition, Consultant shall perform specific tasks to include but not be limited to as follows:

Task 1: Develop Federal Funding and Policy Agenda

Consultant, in consultation with the City to formulate a realistic Agenda to achieve the City's short- and long-term objectives. This will include establishing project priorities and determining potential federal funding sources. Key policy issues, critical legislation and regulations will be identified. The Agenda will change from time to time depending on City's needs.

Task 2: Create federal government outreach and funding program

A plan that reflects the City priorities, projects and initiatives will be developed and will include outreach to grant funding within specific foundations and within the Federal Government.

Task 3: Lobbying

Consultant will lobby the executive branch, selected delegations and any targeted Congressional authorizing and appropriations committees to advance the City priorities.

Task 4: Monitoring and Coordination

Consultant will monitor and keep the City informed regarding federal legislation, appropriations and policy developments. Consultant will track federal and private grants that align with the City priorities and assist City staff with the refinement of applications to improve their potential for success. Monitoring will include the National League of Cities, the National Association of Counties and the U.S. Conference of Mayors. Consultant will keep City staff informed regarding the monitoring process and those opportunities identified that are consistent with the City's priorities.

Task 5: Requests, Testimony and Correspondence

Consultant will draft programmatic appropriation requests, provide congressional testimony, suggest amendments and report language and will provide correspondence for Members of Congress, their staff and congressional committees on behalf of the City. Consultant will provide position papers and background materials as necessary.

Task 6: Reporting

Detailed reports will be provided to the City detailing legislative action in Washington, relevant hearing schedules, and relevant grant announcements. Consultant will report relevant information that has been identified industry publications.