



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

WEDNESDAY, FEBRUARY 23, 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: 867 8417 2493 Passcode: 533037

OR Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86784172493?pwd=UGtwcjc2U3pzSWtjM3NtTVFaZWZkdz09>

Passcode: 533037

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 FEBRUARY 9, 2022 CITY COUNCIL MEETING
2. RESOLUTION NO. 6223 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 THE CITY COUNCIL FOR JANUARY 2022
4. REVENUE REPORT FROM JULY 2021 - JANUARY 2022
5. RESOLUTION NO. 6224 APPROVING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS ANGELES AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL AGREEMENT
6. CONSIDERATION OF REJECTING BIDS AND AUTHORIZATION TO RE-ADVERTISE CONSTRUCTION OF RIVERFRONT PARK FITNESS COURT, PROJECT NO. 6303

IX. DISCUSSION/ACTION ITEMS

7. CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH OPTIMERE FOR PUBLIC RECORDS REQUEST SOFTWARE (NEXTREQUEST) AND APPROPRIATING \$7,200 FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE SERVICES.
8. FISCAL YEAR (FY) 21/22 MIDYEAR FINANCIAL REPORT AND CONSIDERATION OF ADOPTION OF RESOLUTION NO. 6225 TO AMEND THE FY 21/22 BUDGET

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, March 9, 2022 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, FEBRUARY 9, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:02 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (present)

CITY CLERK

Flor Aguiluz (teleconference)

MAYOR PRO TEM

Frank Garcia (teleconference)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (teleconference)

Ricardo Lara (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (teleconference)

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: 891 8652 9828 Passcode: 091757

or

<https://us02web.zoom.us/j/89186529828?pwd=dXBWQTNUUQlpKcWZBRUN4QkVsTEhCZz09>
Passcode: 091757

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

CITY OF MAYWOOD GENERAL PLAN UPDATE

Steve Fowler, Director of Building and Planning, and Alison LeFlore gave a presentation on the Updates to the City of Maywood General Plan.

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF JANUARY 20, 2022 SPECIAL CITY COUNCIL MEETING

Motion to approve minutes of the January 20, 2022 Special City Council Meeting by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

2. MINUTES OF JANUARY 26, 2022 CITY COUNCIL MEETING

Motion to approve minutes of the January 26, 2022 City Council Meeting by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

3. RESOLUTION NO. 6219 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. 6219 of the City Council of the City of Maywood

and Successor Agency to the Maywood Community Redevelopment Agency
Approving the Warrants for Payment by Lara. Second by Mayor Pro Tem Garcia.
AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

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

5. CONSIDERATION OF RESOLUTION NO. 6220 DESIGNATING DIANE R. GLADWELL AS THE ELECTIONS OFFICIAL FOR THE CITY'S GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH GLADWELL CONSULTING, INC., FOR ELECTION MANAGEMENT SUPPORT SERVICES

Motion to adopt Resolution No. 6220 Designating Diane R. Gladwell as the Elections Official for the City's General Municipal Election to be held on November 8, 2022 and authorizing the City Manager to enter into a Professional Service Agreement with Gladwell Governmental Services, Inc. by Lara. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

Item # 5 was pulled for further discussion.

6. APPROVAL OF RESOLUTION NO. 6221 DESIGNATING THE APPOINTED MAYOR AS BANK SIGNATORY AND REMOVAL OF PRIOR MAYOR FROM BANK SIGNATORY.

Motion to adopt Resolution No. 6221 Designating the appointed Mayor as Bank Signatory and removing the prior Mayor as bank signatory by Lara. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

7. CONSIDERATION OF RESOLUTION NO. 6222 APPROVING AND ADOPTING A COMPREHENSIVE PAY SCHEDULE FOR ALL FULL-TIME EMPLOYEES, PART-TIME EMPLOYEES, AND ELECTED OFFICIALS IN ACCORDANCE WITH CALPERS GUIDELINES

Motion to approve Resolution No. 6222 Approving and adopting a Comprehensive Pay Schedule for all Full-Time Employees, Part-Time Employees,

and Elected Officials in Accordance with CalPers Guidelines by Mayor Pro Tem Garcia. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez .
PASSES

X. CLOSED SESSION

Conference with Labor Negotiator; Government Code Section 54957.6; City Negotiator: City Manager; Employee Organization: Maywood Employees Association

No Reportable Action.

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 at approximately 8:29 p.m. to the next meeting of the Maywood City Council, Wednesday, February 23, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Flor Aguiluz, City Clerk

RESOLUTION NO. 6223

**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 \$791,663.81 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 23rd day of February, 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. 6223 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 23rd day of February, 2022 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, February 23, 2022

Accounts Payable

		Amount
Accounts Payable prepaid warrants for payment: Checks No. 089312 - 089337	\$	48,914.35
Accounts Payable regular warrants for payment: Checks No. 089338 - 089364	\$	637,604.81
Sub-total	\$	686,519.16

Wire Transfers/ACH Transactions

02/08/22	CalPERS Health Premium February 2022	\$	30,303.57
02/08/22	CalPERS Employer Contribution 1/16/22 - 1/29/22	\$	6,841.67
02/08/22	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - February 2022	\$	22,355.58
02/14/22	US Bank - Analysis Service Charge	\$	1,563.44
02/17/22	Payroll Pay Period 1/30/22-2/12/22	\$	44,080.39
Sub-total		\$	105,144.65

Total Demands	\$	791,663.81
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City of Maywood
Detail Warrants for Payment
Warrants No. 089264 to 089311

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089312	P	2/16/2022	Adrien Perez	69.13	Reimbursement costs for 1099 forms and envelopes	General Fund - 01
089313	P	2/16/2022	AT&T	25.50	Elevator Emergency Phone Line 01/01/22 - 01/31/2022	General Fund - 01
089314	P	2/16/2022	AT & T Long Distance	42.39	Elevator Emergency Phone Line January 2022	General Fund - 01
089315	P	2/16/2022	Brinks, Inc.	180.37	February 2022 Cash Handling Service	General Fund - 01
089316	P	2/16/2022	CalProMax Engineering, Inc.	6,857.22	6.6 KV Street Lighting Conversaion Loma Vista RETENTION release	Street Lighting - Fund 62
089317	P	2/16/2022	Occupational Health Centers of CA	225.68	Wellness Examination	General Fund - 01
089318	P	2/16/2022	CoreLogic Solutions, LLC.	150.00	Property Finder February 2022	General Fund - 01
089319	P	2/16/2022	Dave And Frank Automotive	889.78	Vehicle Maintenance	General Fund - 01
089320	P	2/16/2022	Dewey Pest Control	137.00	February 2022 Pest Control	General Fund - 01
089321	P	2/16/2022	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry	General Fund - 01
089322	P	2/16/2022	L.B. Johnson Hardware Co.	24.08	Street Maintenance	Gas Tax - Fund 04
089323	P	2/16/2022	LGP Equipment Rentals	211.95	Street Maintenance	Gas Tax - Fund 04
089324	P	2/16/2022	Mapcon Technologies, Inc.	83.00	Mapcon Building & Planning Software February 2022	General Fund - 01
089325	P	2/16/2022	Tri-City Mutual Water Company	677.25	Various Locations 01-01-2022 to 01-31-2022	General Fund - 01
089326	P	2/16/2022	Nixle dba Everbridge, Inc.	4,500.00	Nixle Engage	General Fund - 01
089327	P	2/16/2022	QDoxs	118.53	Copier Base Charge January 2022	General Fund - 01
089328	P	2/16/2022	Southern California Edison	23,261.49	Various Locations 12-23-2021 to 01-24-2022	General Fund - 01
089329	P	2/16/2022	Sparkletts Drinking Water Corp	55.60	City Hall Office Water	General Fund - 01
089330	P	2/16/2022	Staples Business Advantage	586.52	Office Supplies	General Fund - 01
089331	P	2/16/2022	The Gas Company	477.49	4323 Slauson Ave. 01/10/2022 - 02/09/2022	General Fund - 01
089332	P	2/16/2022	The Gas Company	370.88	4317 Slauson Ave. 01/10/2022 - 02/09/2022	General Fund - 01
089333	P	2/16/2022	The Gas Company	247.78	4319 Slauson Ave. 01/10/2022 - 02/09/2022	General Fund - 01
089334	P	2/16/2022	Time Warner Cable	625.60	Internet & Phone Service February 2022	General Fund - 01
089335	P	2/16/2022	U.S. Bank Corporate Payment System	8,538.79	Credit Card Expense 12/21/21-01/07/22	General Fund - 01
089336	P	2/16/2022	Vernon, City of	39.12	Slauson & Downey 11-08-2021 to 01/05/2022	Street Lighting - Fund 62
089337	P	2/16/2022	Xerox Financial Services	369.20	Lease Payment 12-15-2021 - 02-14-2022	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089264 to 089311

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089338		2/16/2022	Alta Environmental	1,555.74	Professional Services January 2022 Ms4 nPDES Permit	General Fund - 01
089339		2/16/2022	Amazon Capital Services	1,190.96	Office Supplies	General Fund - 01
089340		2/16/2022	Active Universal Capital, LLC	6,618.24	Crossing Guard Services - January 2021	General Fund - 01
089341		2/16/2022	Beam Global	864.00	Charging Station Repairs	General Fund - 01
089342		2/16/2022	California Consulting, Inc.	3,250.00	Grant Writing Services: February 2022	General Fund - 01
089343		2/16/2022	Calmex Graphics	326.31	Business Cards City Staff	General Fund - 01
089344		2/16/2022	Colantuono, Highsmith & Whatley, PC	75.40	Under Collection of Utility User Taxes	General Fund - 01
089345		2/16/2022	County of Los Angeles Department of Animal Control	5,138.00	Animal Control Services December 2021	General Fund - 01
089346		2/16/2022	Crosstown Electrical & Data, Inc.	1,299.43	Repairs various streetlights	Street Lighting - Fund 62
089347		2/16/2022	Daily Journal Corporation	6,320.72	Publication of Official Notices	General Fund - 01
089348		2/16/2022	GWMA	555.23	Admin & Cost Sharing Harbor Toxic Upstream FY 2021/2022	General Fund - 01
089349		2/16/2022	Graffiti Protective Coatings	2,830.00	January 2022 Bus Shelter Maintenance	General Fund - 01
089350		2/16/2022	HDL Coren & Cone	2,255.07	Property Tax Service: January 2022 - March 2022	General Fund - 01
089351		2/16/2022	HdL Software, LLC	1,025.92	Quarterly Use Fee-Permit Track Software 03-01-2022 to 05-31-2022	General Fund - 01
089352		2/16/2022	Myers & Sons Hi-Way Safety, Inc.	537.65	Street Maintenance	Gas Tax - Fund 04
089353		2/16/2022	Kiley & Associates, LLC	3,900.00	Federal Legislative Advocacy Consultants	General Fund - 01
089354		2/16/2022	League of California Cities	11,002.00	2022 Membership Dues	General Fund - 01
089355		2/16/2022	Maywood Car Wash	208.07	Car Wash December 2021 (Car Wash & Gas)	General Fund - 01
089356		2/16/2022	Metro Transit Services	36,453.27	Public Transportation Services Express & Dial-A-Ride January 2022	Prop A - Fund 09
089357		2/16/2022	Municipal Waste Solutions	6,460.00	Solid Waste Consulting January 2022	General Fund - 01
089358		2/16/2022	MV Cheng & Associates Inc.	6,825.00	Senior Accountant Consultant January 2022	General Fund - 01
089359		2/16/2022	Nationwide Environmental Services	7,410.00	Street Sweeping Services January 2022	General Fund - 01
089360		2/16/2022	Richards, Watson & Gershon	46,264.26	Legal Services General December 2021	General Fund - 01
089361		2/16/2022	Sheriff's Department	428,646.48	Public Safety Services Decemeber 2021	General Fund - 01
089362		2/16/2022	South City Gas, Inc.	196.81	City Vehicle Fleet Trucks: February 2021 - July 2021	General Fund - 01
089363			SPOILED		SPOILED	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089264 to 089311

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089364		2/16/2022	Transtech Engineers, Inc	56,396.25	City Engineering Services	General Fund - 01

TOTAL:

\$686,519.16

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: February 23, 2022

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 THE CITY COUNCIL FOR JANUARY 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the cash and investment report for January 2022.

BACKGROUND:

To maintain transparency and provide information to the City Council, the City's Finance Department prepares a monthly cash and investment 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 January 31, 2022, the City has approximately \$6.8M invested in the LAIF. The current return as of 1/31/2022 is 0.24%. 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 January 31, 2022. The cash and investment balances are across all funds of the City and includes 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 the reported on date only and does not represent the City's available fund balance.

The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

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 Investment Report

City of Maywood
Cash and Investments Report
As of January 31, 2022

Description	Type	Ending Balance 1/31/2022
US Bank	Cash	11,180,877.89
Local Agency Investment Fund	LAIF	6,885,286.18
CalPers California Employers' Retiree Benefit Trust (CERBT)	Section 115 Trust	1,076,591.99
CalPers California Employers' Pension Prefunding Trust (CEPPT)	Section 115 Trust	1,016,325.84
		<u>20,159,081.90</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: February 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT FROM JULY 2021 - JANUARY 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2021 – January 2022.

BACKGROUND:

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

DISCUSSION:

The attached analysis compares prior YTD and current YTD Revenue

The total revenue received from July 2021 – December January 2022 totaled \$13,630,306.85, which is 31.03% higher than the same period last year due to an increase in special revenue funds.

- **GENERAL FUND** - The total General Fund received totaled \$6,786,499.55, which is 5.41% lower than the same period last year. Additionally, there is a 26.39% decrease in Cannabis sales tax compared to last year. However, the City is on track to reach the FY 22 budget. These decreases were partially offset by increases in business license revenue and Vehicle License Fees.
- **SPECIAL REVENUE FUND** - The total Special Revenue Fund received totaled \$6,843,807.30, which is 112.04% higher than the same period last year. The contributing factor for the difference in Special Revenue Fund is due to the payment received from the American Rescue Plan Act of 2021 (ARPA). These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19. The first of two installments was received in the amount of \$3,226,257, and the second and final installment is expected to be received in one year.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this item.

ATTACHMENT(S)

1. July 2021 - January 2022 - City of Maywood FY2021-22

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
GENERAL FUND						
Taxes:	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Franchise & Collectors Fee	\$68,665.20	\$153,922.08	\$85,256.88	0.00%	\$325,000.00	47.36%
Property Taxes	\$525,328.25	\$526,408.20	\$1,079.95	0.21%	\$778,480.00	67.62%
Utility Users Tax	\$542,167.51	\$603,054.84	\$60,887.33	11.23%	\$900,000.00	67.01%
Transfer Tax (Real Estate)	\$15,008.68	\$11,973.50	(\$3,035.18)	-20.22%	\$20,000.00	59.87%
Transient Occupancy Tax	\$31,907.05	\$49,906.72	\$17,999.67	56.41%	\$60,000.00	83.18%
Cannabis Sales Tax	\$1,471,807.95	\$1,083,446.90	(\$388,361.05)	-26.39%	\$3,000,000.00	36.11%
Sales Tax Revenue	\$917,245.47	\$1,101,767.47	\$184,522.00	20.12%	\$2,355,904.00	46.77%
Taxes Totals	\$3,572,130.11	\$3,530,479.71	(\$41,650.40)	-1.17%	\$7,439,384.00	47.46%
GENERAL FUND						
Licenses & Permits:	FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.					
Compliance Program Fee			\$0.00	0.00%	\$45,000.00	0.00%
Residential & Building Permits	\$14,538.56	\$8,123.82	(\$6,414.74)	-44.12%	\$29,500.00	27.54%
Public Works Permit Fees	\$83,848.40	\$88,615.50	\$4,767.10	5.69%	\$50,000.00	177.23%
Other Fees & Permits	\$18,530.25	\$14,092.42	(\$4,437.83)	-23.95%	\$27,100.00	52.00%
Occupancy Permits	\$14,162.40	\$9,557.10	(\$4,605.30)	-32.52%	\$13,000.00	73.52%
Building Permits	\$34,070.93	\$31,953.68	(\$2,117.25)	-6.21%	\$60,000.00	53.26%
Compliance and Review Fees - Cannabis			\$0.00	0.00%	\$105,000.00	0.00%
Commercial Cannabis Renewal	\$14,960.00		(\$14,960.00)	-100.00%	\$0.00	0.00%
Parking Permits	\$46,361.09	\$38,508.90	(\$7,852.19)	-16.94%	\$90,000.00	42.79%
Apartment License	\$14,866.25	\$13,835.25	(\$1,031.00)	-6.94%	\$20,000.00	69.18%
Business License	\$109,794.98	\$160,323.18	\$50,528.20	46.02%	\$190,000.00	84.38%
Vehicle License Fee - LA County	\$1,557,095.00	\$1,626,683.69	\$69,588.69	0.00%	\$3,173,048.00	51.27%
Licenses and Permits Totals	\$1,908,227.86	\$1,991,693.54	\$83,465.68	4.37%	\$3,802,648.00	52.38%
GENERAL FUND						
Charges for Services:	CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.					
Rubbish Assessment	\$37,799.04	\$2,787.15	(\$35,011.89)	0.00%	\$15,000.00	18.58%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$24,386.87	\$30,188.30	\$5,801.43	23.79%	\$45,000.00	67.09%
Rents & Concessions	\$13,891.50	\$13,891.50	\$0.00	0.00%	\$24,000.00	57.88%
Charges for Services Totals	\$76,077.41	\$46,866.95	(\$29,210.46)	-38.40%	\$84,000.00	55.79%
GENERAL FUND FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$1,434.25	\$476.00	(\$958.25)	-66.81%	\$2,500.00	19.04%
SEMC: Court Collections (DMV)	\$52,178.64	\$43,224.36	(\$8,954.28)	0.00%	\$100,000.00	43.22%
Administrative Citations	\$9,000.00	\$2,200.00	(\$6,800.00)	-75.56%	\$15,000.00	14.67%
Parking Fines	\$145,118.94	\$136,099.66	(\$9,019.28)	-6.22%	\$150,000.00	90.73%
Fines and Forfeitures Totals	\$207,731.83	\$182,000.02	(\$25,731.81)	-12.39%	\$267,500.00	68.04%
GENERAL FUND LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
Leases and Concessions:						
Leased Property Rental Income	\$27,562.60	\$28,684.68	\$1,122.08	4.07%	\$39,345.00	72.91%
Leases and Concessions Totals	\$27,562.60	\$28,684.68	\$1,122.08	4.07%	\$39,345.00	72.91%
GENERAL FUND MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
Miscellaneous:						
Good Corporate Citizen Program			\$0.00	0.00%	\$40,000.00	0.00%
Interest Income	\$20,927.72	\$7,213.43	(\$13,714.29)	-65.53%	\$16,500.00	43.72%
Miscellaneous Revenue	\$39,364.15	\$28,119.33	(\$11,244.82)	-28.57%	\$17,000.00	165.41%
CARES Act Reimbursement	\$344,534.00		(\$344,534.00)	-100.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)			\$0.00	0.00%	\$0.00	0.00%
Miscellaneous Revenue Totals	\$404,825.87	\$35,332.76	(\$369,493.11)	-91.27%	\$73,500.00	48.07%
GENERAL FUND RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
Retiree Pension Levy:						
Retiree Pension Levy	\$978,330.00	\$971,441.89	(\$6,888.11)	-0.70%	\$1,158,911.00	83.82%
Retiree Pension Levy Totals	\$978,330.00	\$971,441.89	(\$6,888.11)	-0.70%	\$1,158,911.00	83.82%
General Fund Revenue Totals	\$7,174,885.68	\$6,786,499.55	(\$388,386.13)	-5.41%	\$12,865,288.00	52.75%
SPECIAL REVENUE FUND SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.						
Gas Tax	\$339,124.05	\$352,051.51	\$12,927.46	3.81%	\$672,770.00	52.33%
Transportation Development Act (TDA)			\$0.00	0.00%	\$20,448.00	0.00%
Bikeway						
Proposition A	\$322,057.71	\$402,590.93	\$80,533.22	25.01%	\$563,507.00	71.44%
Proposition C	\$267,136.66	\$334,146.52	\$67,009.86	25.08%	\$467,414.00	71.49%
Measure R	\$200,856.99	\$250,463.84	\$49,606.85	24.70%	\$350,561.00	71.45%
Measure M	\$228,060.41	\$283,291.10	\$55,230.69	24.22%	\$397,302.00	71.30%
Senate Bill 1 (SB 1)	\$221,088.96	\$234,593.93	\$13,504.97	6.11%	\$536,044.00	43.76%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Community Development Block Grant (CDBG)	\$58,935.00	\$83,898.00	\$24,963.00	0.00%	\$718,020.00	11.68%
Air Quality Management District (AQMD) Grant	\$9,324.63	\$9,091.68	(\$232.95)	0.00%	\$36,375.00	24.99%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$156,190.32	\$157,617.74	\$1,427.42	0.91%	\$155,000.00	101.69%
Measure A			\$0.00	0.00%	\$353,000.00	0.00%
Lighting & Landscaping	\$91,711.70	\$88,497.05	(\$3,214.65)	0.00%	\$189,000.00	46.82%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$1,185,570.00	\$1,226,567.00	\$40,997.00	3.46%	\$1,226,567.00	100.00%
Sewer Fund	\$147,528.07	\$144,741.00	(\$2,787.07)	-1.89%	\$299,000.00	48.41%
Grant/Reimb (Fed/State/County)		\$50,000.00	\$50,000.00	0.00%	\$531,000.00	9.42%
Local Fiscal Recovery Fund		\$3,226,257.00	\$3,226,257.00	0.00%	\$0.00	0.00%
Special Revenue Totals	\$3,227,584.50	\$6,843,807.30	\$3,616,222.80	112.04%	\$6,516,008.00	105.03%
Total Revenues	\$10,402,470.18	\$13,630,306.85	\$3,227,836.67	31.03%	\$19,381,296.00	70.33%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: February 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: RESOLUTION NO. 6224 APPROVING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS ANGELES AND AUTHORIZING THE MAYOR TO EXECUTE THE RENEWAL AGREEMENT

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 6224 and authorize the Mayor to execute the renewal of the General Service Agreement (GSA) between the City of Maywood and the County of Los Angeles for the period of July 1, 2022, through June 30, 2027.

BACKGROUND:

The County of Los Angeles provides several miscellaneous public services utilized on an as-needed basis requested by Municipalities. The services include but are not limited to such operations as “as-needed” time-limited predatory animal control, prosecution of city ordinances, direct assessment collection, and an assortment of public works services.

The City of Maywood is currently contracted with the County of Los Angeles and has entered its last agreement with the County in 2012 and 2017, with renewal executed every five years.

DISCUSSION:

As-needed services such as animal control have covered the City of Maywood residents, and the agreement has been suitable and without incidents. The current GSA between the City and the County is scheduled to expire on June 30, 2022. To ensure the continuation of services, the County of Los Angeles has requested renewal of GSA for an additional (5) year period. The City Council shall execute the agreement no later than the last day of May 2022.

The new General Service Agreement (GSA) is for a five-year period starting from July 1, 2022, through June 20, 2027. The agreement is subject to approval by the Board of Supervisors.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The General Service Agreement (GSA) rates for services are determined by the County Auditor-Controller annually effective on July 1 of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

There is no fiscal impact with the approval of this item as these services have been budgeted for already. No additional budget amendments are needed.

ATTACHMENT(S)

1. 2022 General Service Agreement - Maywood -Attachment No. 2

RESOLUTION NO. 6224

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD APPROVING THE GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS
ANGELES AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT RESOLUTION NAME**

WHEREAS; The City of Maywood is currently contracted with the County of Los Angeles and has entered its last agreement with the County in 2012 and 2017, with renewal executed every five years; and

WHEREAS; The County of Los Angeles provides several miscellaneous public services utilized on an as-needed basis requested by Municipalities. The services include but are not limited to such operations as “as-needed” time-limited predatory animal control, prosecution of city ordinances, direct assessment collection, and an assortment of public works services; and

WHEREAS; The County of Los Angeles services include but are not limited to such operations as “as-needed” time-limited predatory animal control, prosecution of city ordinances, direct assessment collection, and an assortment of public works services; and

WHEREAS; ensures the City desire of the continuation of services. The County of Los Angeles has requested renewal of GSA for an additional five-year period. The City Council shall sign no later than the last day of May 2022.

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

Section 1. That the City Council of the City of Maywood authorizes the renewal of the General Service Agreement (GSA) between the City of Maywood for an additional (5) year period from July 1, 2022, through June 20, 2027.

Section 2. The City Council hereby authorizes the Mayor to execute the attached General Services Agreement which extends the Agreement for an additional five (5) year period.

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

PASSED, APPROVED AND ADOPTED THIS 23rd day of February 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. 6224 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 February day of 23rd, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2022, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Maywood, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2027, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2027, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2027, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2022.

The City of Maywood.

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Senior Deputy

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: February 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ZIAD MAZBOUDI, CONTRACT CITY ENGINEER

SUBJECT: CONSIDERATION OF REJECTING BIDS AND AUTHORIZATION TO RE-ADVERTISE CONSTRUCTION OF RIVERFRONT PARK FITNESS COURT, PROJECT NO. 6303

RECOMMENDATION:

It is recommended that the City Council rejects all bids and authorize staff to re-advertise the project for bids.

BACKGROUND:

On December 9, 2020, the City Council adopted a resolution for the filing of a grant application for Measure A grant funds from the Los Angeles County Regional Park and Open Space District as part of the Measure A annual allocation funds. The funds were to construct an outdoor fitness court and install approximately 28 separate units of outdoor fitness equipment at Riverfront Park. The fitness equipment has already been purchased using grant funds awarded by the California Natural Resources Agency and City General Funds.

The project includes the removal and disposal of grass and soil, forming and pouring fitness court slab and access sidewalk, excavating and constructing shade structure footings, adjusting the sprinkler system, installation of fitness court anchors/hold down, installing fitness court wall and equipment, spraying floor marking and applying decals, installing electrical conduits and wires and constructing bollard footings and installing bollards.

On January 6, 2022, staff advertised Notice Inviting Bids (NIB) on the City's website and on the local newspaper. Bids were due on January 25, 2022 at 2:00 P.M.

DISCUSSION:

On January 25, 2022 at 2:00 P.M., a total of two (2) bids were received as shown below:

Company Name	Bid Amount
Williamson Development Group	\$174,020
MLC Constructors, Inc.	\$232,894

As shown on the above bid tabulation, Williamson Development Group submitted the lowest bid amount. Following the bid analysis, it was determined that Williamson Development Group did not meet some of the City's criteria hence did not qualify as the lowest responsive and responsible bidder. The second bid submitted was for \$232,894 is much higher than the budget for the project.

Staff is requesting the City Council's authorization to reject bids and re-advertise the project.

LEGAL REVIEW:

The City Attorney has review this report.

FISCAL IMPACT:

Funds in the amount of \$236,763 have been programmed in the CIP for this project. Programmed funds include \$140,725 from Measure A and \$96,038 from California Natural Resources Agency grants.

Programmed funds include cost of City furnished material (outdoor fitness equipment), construction costs and other soft costs. Staff will return to Council after receiving construction bids to establish construction budget.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: February 23, 2022

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 ENTERING INTO AN AGREEMENT WITH OPTIMERE FOR PUBLIC RECORDS REQUEST SOFTWARE (NEXTREQUEST) AND APPROPRIATING \$7,200 FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE SERVICES.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Optimere for Public Records Request software (NextRequest); authorize the City Manager to execute the agreement in the form approved and negotiated by the City Attorney; and approve the appropriation of \$7,200 of ARPA funds for the services.

BACKGROUND:

The City Clerk's office is charged with responding to all California Public Records Act (PRA) requests submitted to the City. Over the past several years, the number of requests has steadily increased, with internal self-tracking no longer being sufficient to timely respond to requests. Many of these requests ask for an expansive range of communications that must be identified by individual employees and elected officials and then reviewed in detail for responsiveness to requests and extraction of privileged or confidential information. Furthermore, during the COVID-19 pandemic shutdown, staff responded primarily through electronic means. This trend is continuing and provides a safe way for the city to respond to requests.

In an effort to more efficiently respond electronically and keep up with this trend, the City's Clerk's Office researched companies that provide public records management solutions. Staff sought proposals and demonstrations from three software service companies: GovQA, NextRequest (now Optimere), and JustFOIA. After reviewing the cost proposals, staff determined that NextRequest was the most cost-effective, user-friendly option, and would reduce the amount of staff time required to manage public records requests. The software will also support archival and purging procedures, provide a public-facing portal that will identify similar requests, accommodate invoicing, and provide workflow tools to manage the responses.

DISCUSSION:

A recent study conducted by Granicus found that agencies' PRA costs averaged \$685. A workflow software program can reduce that cost to approximately \$17 per request. With staff on track to respond to an estimated 144 requests in 2020, that is an annual cost of \$98,640, reduced to \$2,448, resulting in an annual savings of \$96,192.

On March 10, 2021, President Joe Biden signed into law the American Rescue Plan Act (ARPA) that provided

a \$1.9 trillion stimulus to the United States economy. Through the passage of ARPA, the City will be allocated approximately \$6 million in two equal installments of about \$3 million (the first allocation was already received and the second will be received in May 2022).

The permitted uses of the funds, as stated in the law, are prescribed and limited as follows:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

These funds must be obligated before December 31, 2024, and projects completed, and funds spent by December 31, 2026.

The cost for the first year is \$7,200. This includes three (3) additional months free of service, and a one-time implementation fee of \$1,500, which will be waived. Renewal pricing is subject to a 3% annual increase. The use of Public Record Act (PRA) software would allow staff to quickly process and respond to requests for records, as statutory by California State Law, quickly and efficiently.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

A budget adjustment is needed in the ARPA special revenue fund for \$7,200. The purchase of this software will be made using the ARPA funds. There is no impact on the General Fund. The ARPA funds have been received. However, the expenses have not been budgeted, so a budget amendment is needed.

F.Y. 21-22 Impact: \$7,200	Current F.Y. Budget: \$0
Fund Impacted: ARPA funds	Budget adjustment requested: \$7,200
Source of funds: ARPA funds	Updated Account Budget: \$7,200
Account Number: 38-614-5125	For fiscal year: FY 21/22

ATTACHMENT(S)

1. NextRequest_ArchiveSocial Order Form (2021) - EXISTING AS CUSTOMER (2)
2. Terms and Conditions_NextRequest - Master Service Agreement (4.6.21)



Proud Maker of ArchiveSocial, Monsido, and NextRequest

NextRequest/ArchiveSocial for Maywood

Prepared for: [Client.FirstName][Client.LastName], Maywood

Prepared by: CoreyAndrade (NextRequest/ArchiveSocial)

Date: February 18, 2022

What do I get with NextRequest?	<u><i>An all-in-one platform for managing records requests</i></u> across your entire agency. It's an annual subscription and includes: • Workflow Tools • Document Hosting & Management • Dashboards and Custom Reporting • Request Diversion • Regular Product Improvements and Feature Updates •
Security?	We protect your information using: • SOC 2 Security Audit • Encryption and Threat/Uptime Monitoring • See a full overview at: nextrequest.com/security. •
Technical Requirements?	NextRequest is entirely web based and software-as-a-service • Everything in the cloud - no downloads or installations • Works on all modern web browsers



Proud Maker of ArchiveSocial, Monsido, and NextRequest

NextRequest/ArchiveSocial & Maywood

Current Date: February 18, 2022 (valid for 60 days from Current Date)

Customer	Maywood	Term Start	March 1, 2022
Address	4219 Slauson Ave, Maywood, CA, [Client.PostalCode]	Term End	May 31, 2023
Contact	Shirley Quinones	Invoicing	Annually (Due 6/1/22)

Name	Price	QTY	Subtotal
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Proud Maker of ArchiveSocial, Monsido, and NextRequest

NextRequest Standard License (monthly pricing, billed annually) • Unlimited Staff users • Up to 10 Admin-Publisher users • Up to 2 TB of storage • Core Features: • Public Request Portal • Public Reading Room • Premier Security Package • Premium Email Monitoring Suite • Email notifications • Automatic Reminders • Task assignment and tracking • Time Tracking • Invoicing • Review and Redaction Features: • Redaction with unlimited users • RapidReview (Batch and Draft Redaction) • OCR (Optical Character Recognition) • IT & Compliance Features: • Retention • Single Sign-On • Custom URL • Online Payments (with approved payments processor) • SOC 2 Type II Audit • CJIS & HIPAA Compliance (with BAA)	\$699.00	15	\$10,485.00
3 Free Months of Service	-\$699.00	3	-\$2,097.00
Social Media and Web Archiving Bundle Discount Bundle discount for Social Media and Web Archiving by ArchiveSocial, up to \$99/mo	-\$99.00	12	-\$1,188.00



Proud Maker of ArchiveSocial, Monsido, and NextRequest

Standard Set Up & Onboarding (One-time) • Dedicated Onboarding Specialist • Kickoff Call • Up to 1 dedicated training session (90 minutes) • Go-Live Project Plans • Weekly Group Training Webinars • In-app Training • Video Tutorials • Knowledge Base Articles • Service Level Agreement	\$1,500.00	1	\$1,500.00
Setup Waiver	-\$1,500.00	1	-\$1,500.00

Subtotal **\$7,200.00**

Total \$7,200.00

Service Agreement

Welcome to NextRequest! This Service Agreement ("Agreement") includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the existing Terms of Service previously agreed upon between the customer and ArchiveSocial.

Renewals

Pricing may be subject to a standard 3% annual increase to account for application improvements, new features and inflation.

Maywood	NextRequest Co.
Signature:	Signature:
Name & Title:	Name & Title:
Date:	Date:

Accounts Payable Info			Will issue PO?
Name:	Email:	Phone:	Yes: ☐ No: ☐

Download our W-9 at: nextrequest.com/w-9 (password: foiasoftware)

**NextRequest
Master Service Agreement
Version 4.0 (April 6, 2021)**

This Master Service Agreement ("MSA"), together with the order form ("Order Form") executed between NextRequest and Customer, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and Customer. The Order Form, together with this MSA is referred to as the "Agreement" or "Service Agreement".

"NextRequest" means NextRequest Co., a Delaware Corporation with principal offices at 460 Brannan St. #77208 San Francisco, CA 94107 and "Customer" means the entity or person identified as such in the Order Form. Each of NextRequest and Customer may each be referred to as a "Party" and together as the "Parties".

1. Defined Terms

- 1.1. "Business Day" or "Business Hours" means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
- 1.2. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including information that is marked or otherwise conspicuously designated as confidential, and for NextRequest only, scripts and other tools used in the Service. Information that is (i) independently developed by either Party, without reference to the other's Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be "Confidential Information" of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
- 1.3. "Customer Content" means any content (including without limitation data, text, audio, video, or images) that Customer provides or transfers to NextRequest for processing, storage or transmission in connection with Customer's use of the Service, including without limitation, public records requests Customer receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that Customer provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. Customer Content does not include Usage Data collected from Customer or Requesters.
- 1.4. "Customer User" means a person authorized by Customer, such as a Customer employee, to use the Service on Customer's behalf. Customer User does not include Requesters.
- 1.5. "Hourly Services" means hourly support or training services to be provided by NextRequest under an applicable Order Form.
- 1.6. "Intellectual Property" or "IP" means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.
- 1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory,

excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking; (v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

- 1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.
- 1.9. "Requester Content" means information provided directly to NextRequest a Requester. Requester Content does not include Usage Data collected from Requesters.
- 1.10. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.
- 1.11. "Service" means NextRequest's integrated web-based service, which assists customers in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by Customer. The details of the Service subject to this Agreement are set forth in the Order Form.
- 1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.
- 1.13. "Service Providers" means third-party providers of services that are part of the Service.
- 1.14. "Usage Data" means information other than Customer Content or Requester Content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from NextRequest's or its Service Providers' monitoring of Customer's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that NextRequest may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

2. Services

- 2.1. **NextRequest Service.** During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for Customer the Service further described in the Order Form.
- 2.2. **Service Level Agreement.** NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.
- 2.3. **Other Services.** If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or customer support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.
- 2.4. **Excluded Services.** Unless expressly provided in the Order Form, NextRequest is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.
- 2.5. **Security.** The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in

NextRequest's Security Policy ("Security Policy"), which is available at <https://www.nextrequest.com/compliance/security-policy>.

3. Intellectual Property and Licenses.

- 3.1. **Service.** The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between Customer and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to Customer. During the Term and conditioned upon Customer's compliance with all provisions of this Agreement, NextRequest hereby authorizes Customer to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. Customer shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.
- 3.2. **Customer Content.** As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Content. Customer grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit Customer Content, in all media now known or later developed, for the purpose of providing the Services.
- 3.3. **Requester Content.** Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest [Terms of Service](#). As set forth in the Terms of Service, Requester grants to Customer a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.
- 3.4. **Feedback and improvements.** Any suggestions provided by Customer in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to Customer and Customer hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use Customer Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of Customer Content.

4. Customer Obligations and Restrictions

- 4.1. **Security.** Customer will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any Customer User, employee of Customer, any person Customer authorizes to use the Service, any person to whom Customer has given access to the Service, and any person who gains access to Customer Content or the Service as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer. Customer's user names, passwords, other login information or personal information may be stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.
- 4.2. **Compliance with Laws.** Customer is solely responsible for Customer Content and will comply with all laws applicable to Customer's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest shall not be liable

for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer acknowledges and agrees that the Service, including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with NextRequest. Customer agrees that if Customer uses the Service to process Sensitive Information, any such use is at Customer's own risk and NextRequest will have no liability to Customer or any third party arising out of or relating to such use. Customer will indemnify NextRequest and its Service Providers against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to such use. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing.

- 4.3. **Acceptable Use Policy.** Customer shall not use the Service (i) to send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (v) monitor data or traffic on the Service without permission; (vi) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (vii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (viii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (ix) to impersonate another person; (x) for any high risk use where failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems or weaponry systems; or (x) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If Customer becomes aware of any actual or threatened activity prohibited under this section, Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. Customer is responsible for any act or omission of any Customer User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.
- 4.4. **Service Policies and Privacy.** Customer acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. Customer acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at <https://www.nextrequest.com/privacypolicy>, which applies to information and data collected with respect to Requesters and Customers, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to Customer Content, but does not apply to Customer Content itself. Customer acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at <https://www.nextrequest.com/termsofservice> which may be updated from time to time.
- 4.5. **Deletion of Customer Content.** The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content ("**Deleted Content**"), such Customer Content is removed from databases accessible to Customer, Requester and/or the general public so that Customer no longer has access to Deleted Content. However, copies and backups of Deleted Content may continue to be stored on NextRequest's or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will NextRequest provide Customer with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify Customer to the extent allowed by applicable law.

4.6. **Removal of Customer Content, Suspension of Service**

4.6.1. NextRequest reserves the right to remove or prohibit any Customer Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.

4.6.2. NextRequest may suspend or terminate Customer's use of the Services if NextRequest reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of NextRequest, its Service Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event of that Customer's use of the Services is suspended or terminated pursuant to this Section 4.6.2, Customer shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.

4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester Content.

4.6.4. If NextRequest or a Service Provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give Customer advance notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.

4.6.5. If Customer Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and Customer believes such Customer Content was wrongly removed as a result of a copyright infringement notice, Customer may notify NextRequest as provided in section 6.3 of the Terms of Service.

5. **Customer Representations and Warranties.** Customer represents, warrants, and covenants that:

5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;

5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;

5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;

5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against Customer in accordance with its terms;

5.5. It has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;

5.6. Customer has the legal right and authority to provide Customer Content to NextRequest, and to make such Customer Content and Requester Content publicly available through the Service.

5.7. Customer's disclosure to the Services of any Customer Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.

6. **Fees and Invoicing.**

6.1. **Fees, Invoicing.** Customer will pay all fees stated in the Order Form within 30 days of receiving an invoice from NextRequest.

6.2. **Payments Processing.** This section applies to Customers who use NextRequest's online payment tools and integrations (the "Payments Module"). The Payments Module and related integrations is made available through agreement(s) with Stripe, Inc., the terms of which are available at <https://stripe.com/us/legal>. By electing to use the Payments Module, Customer agrees to abide by the relevant terms of NextRequest's agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted and prohibited uses. Transactions processed using the Payments Module are handled directly between Requesters, Customer and Customer's Payment processor (for example, Stripe). NextRequest does not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to NextRequest is a record of the transaction including invoice information and the amount of the transaction.

- 6.3. **Expenses.** If Customer purchases Hourly Services, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by Customer.
- 6.4. **Taxes.** Customer is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by Customer will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order.
7. **Confidential Information**
- 7.1. **Duty to Protect Confidential Information.** Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.
- 7.2. **Return of Confidential Information.** Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 3.7 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.
- 7.3. **Notification Obligation.** If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.
8. **Publicity. In the event that customer has indicated a Publicity Contact on the Order Form,** NextRequest will request Customer's consent to use Customer's name and logo in NextRequest promotional or marketing materials by contacting the Customer Publicity Contact. If Customer does not respond to NextRequest's request within fourteen (14) days, or declines to identify a Publicity Contact, Customer agrees that NextRequest may publicly disclose Customer's use of the Service and may use Customer's name and logo to identify Customer as its customer in promotional or marketing materials, including press releases.
9. **Term and Termination**
- 9.1. **Term.** The term of this agreement begins on the earlier of (1) acceptance of this Agreement by Customer or (2) the first date on which NextRequest begins providing Services to Customer and ends on the later of (a) the last day of the Initial Term as set forth in the Order Form, (b) the last date of any renewal term, or (c) the last date on which NextRequest provides Services to Customer. Unless NextRequest receives notice of termination from Customer 60 days or more before the expiration of the initial term (or any renewal term), the Agreement will renew automatically on the terms set forth herein for an additional term of one year at NextRequest's then-current rates.
- 9.2. **Termination for Convenience.** Customer may terminate for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.
- 9.3. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.
- 9.4. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to Customer shall terminate immediately, and Customer shall immediately cease all use of the Service. If Customer has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest shall refund Customer a prorated amount of any amount already paid. Upon

termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

10. **Changes to Services.** In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that NextRequest may cease supporting old versions or releases of the Service at any time; provided that NextRequest will make commercially reasonable efforts to give Customer prior notice of any major changes to the Service.

11. **Intellectual Property Infringement and Indemnification**

11.1. **NextRequest's Obligations for IP Infringement.** If any action is instituted by a third party against Customer based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest's sole obligation will be at its option and expense to (a) procure for Customer the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to Customer for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (or any component part thereof) after it has been modified by Customer without NextRequest's prior written consent. This Section 12.1 states NextRequest's sole liability to Customer, and Customer's exclusive remedy against NextRequest for infringement claims.

11.2. **Customer's Indemnification of NextRequest.** Unless prohibited under applicable law given Customer's status as a public entity, Customer agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of: (a) Customer's breach of this Agreement, including without limitation of any of Customer's warranties or representations or NextRequest's Acceptable Use Policy or (b) any claim alleging that NextRequest has infringed or secondarily infringed on the intellectual property or proprietary right of a third party as a result of Customer Content or Customer's use of the Service, whether or not Customer was aware of the allegedly infringing conduct and whether or not the conduct is actually infringing.

12. **Disclaimers and Limitations on NextRequest's Liability**

12.1. NextRequest is not responsible to Customer or any third party for unauthorized access to Customer Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.

12.2. **Disclaimer of Warranty.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUTOMER'S REQUIREMENTS, (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.

12.3. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL NEXTREQUEST OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a) LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE

SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF NEXTREQUEST AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

- 12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

13. General

- 13.1. **State Agency Piggybacking.** NextRequest agrees to allow Customer and other public agencies in the State of [CUSTOMER'S STATE] to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon NextRequest in a mutually executed Order Form.
- 13.2. **Governing Law.** Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of California, without respect to conflict-of-laws principles.
- 13.3. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in San Francisco, California. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within 30 days after receipt of such notice.
- 13.4. **Arbitration Award.** The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.
- 13.5. **Notice.** Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date.
- 13.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to Customer under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.
- 13.7. **Force Majeure.** Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

- 13.8. **Modifications.** Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties, agreement by email being sufficient. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Service will not become part of this Agreement.
- 13.9. **Entire Agreement.** The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.
- 13.10. **Precedence.** If there is a conflict between the Order Form and this Agreement, then this Agreement will control.
- 13.11. **Unenforceable Provisions.** If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.
- 13.12. **No Waiver.** Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
- 13.13. **No Partnership.** The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.
- 13.14. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 13.15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

NextRequest Service Level Agreement

This Service Level Agreement ("SLA") defines the support obligations of NextRequest Co., a Delaware corporation ("NextRequest") to Customer, a purchaser of NextRequest's service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider ("Hosting Provider"), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance ("Uptime"). If NextRequest fails to meet the Uptime, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our System Security Plan. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and Customer's data is hosted in the United States.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer's request and begin work on the issue:

Severity Level (Priority)	Definition	Initial Response Time and Channel
Critical Service is inoperative	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days (phone or email)
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	1 Business Day (phone or email)

Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day (email)
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day (email)

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The Customer will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours during a Business Day of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Service Agreement has been signed is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.

3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the Customer's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 30 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to Customer
99.9% to 99.0%	3
89.9.0% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 ("Customer Responsibilities") of this SLA.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: February 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: FISCAL YEAR (FY) 21/22 MIDYEAR FINANCIAL REPORT AND CONSIDERATION OF ADOPTION OF RESOLUTION NO. 6225 TO AMEND THE FY 21/22 BUDGET

RECOMMENDATION:

Staff recommends that the Maywood City Council:

- 1) Receive and file this report and
- 2) Adopt Resolution No. 6225, A Resolution of the City of Maywood Amending the Fiscal Year 2021-2022 Budget.

BACKGROUND:

The Midyear Budget report summarizes the status of the City's FY 21-22 budget at the halfway point of the fiscal year. The report includes adjustments to revenues and expenditures approved by the City Council after the adoption of the budget.

DISCUSSION:

Original & Current FY 21-22 General Fund Budget

The FY 21-22 budget was adopted on June 9, 2021 with a General Fund estimated fund balance of \$4,585,640. After the budget was adopted, several items occurred that had not been included. Therefore, subsequent budget resolutions were adopted by the Council. These budget adjustments were for a total of \$741,248.48 in the General Fund. **(See Attachment #1)**. This mid-year budget accounts for all those items that are needed to adjust the budget.

The General Fund ending balance for FY 20-21 was better than expected by \$1,782,158 and ended at \$6,172,423 compared to the estimate of \$4,390,265. The majority of the increase is due to better-than-expected Cannabis Sales Tax, General Sales Tax, Rubbish Assessments, and Property Tax revenues. Below is an updated ending fund balance chart; it takes into account the actual ending balance from FY 2020-2021, budget amendments made during the first 6 months of the current fiscal year, and any additional budget amendments proposed.

Updated FY 21-22 General Fund Balance

	Fy 21-22 Adopted Budget	FY 21-22 Mid- Year Proposed Budget
Beginning Balance	4,390,265	6,172,423
Revenues	12,865,288	13,039,993
Expenditures	13,708,913	14,524,375
Net Transfers	1,039,000	1,039,000
Ending Fund Balance	4,585,640	5,727,041

At this mid-point of the fiscal year, staff has reviewed the first 6 months (July - December) of activity and proposes a new full-time position in public works, a series of further amendments, and re-classifications for the FY 21-22 General Fund budget.

The chart below provides the breakdown of the General Fund balance by several different components. It is estimated that on June 30, 2022, there will be \$28,855 in Nonspendable fund balance. Nonspendable is for prepaid items such as insurance premiums. These are paid upfront and expensed monthly and therefore are nonspendable. The restricted fund balance, which is cash held with a fiscal agent for bond compliance, will be \$266,074 on June 30, 2002. The reserve fund balance, which is equal to 20% of the current year's expenditures as noted in our reserve "rainy day" policy, is estimated to be \$2,904,875 at year-end. Finally, the remaining balance, which is unassigned and does not have restrictions, is estimated to be \$2,527,237 at year-end.

Fund Balance Breakdown

Fund Balance	As of 12/31/21	Estimated at 6/30/22
Nonspendable	173,131	28,855
Restricted	266,074	266,074
Reserved	2,523,532	2,904,875
Unassigned	651,389	2,527,237
	3,614,126	5,727,041

Summary FY 21-22 General Fund Revenue

The following chart summarizes the current year's actual revenues through December, the current year's budget, and updated revenue expectations for the General Fund. In total, we expect the General Fund will receive \$174,705 more than previously estimated.

	Current Fiscal Year to Date Revenue	Adopted Budget FY 2021-22	Revised FY 2021- 22 Revenue Budget	Change in Budget
Taxes	2,445,473	7,439,384	7,439,384	-
Licenses & Permits	200,078	3,842,648	3,892,648	50,000
Charges for Services	40,180	84,000	84,000	-
Fines and Forfeitures	179,830	267,500	367,500	100,000
Leases and Concessions	23,894	39,345	39,345	-
Miscellaneous	30,052	33,500	58,205	24,705
Retiree Pension Levy	192,765	1,158,911	1,158,911	-
General Fund Revenue Totals	3,112,271	12,865,288	13,039,993	174,705

Discussion of FY 21-22 Expected Revenue Variances in the General Fund

Taxes - We do not expect any major changes to the budget for taxes. The City remains on target to reach the adopted budget amounts for the year.

Licenses and Permits – Slight increase in Licenses and Permits due to increased issuance and collection of Public Works permit fees. We expect this trend to continue.

Charges for Service – We do not expect any major changes to the budget for Charges for Service.

Fines and Forfeitures – The increase in Fines and Forfeitures is due to the increased revenues being received from parking citations.

Miscellaneous – There is a slight increase here due to some donations and dividends/rebates earned from our workers' compensation insurance and other insurance rebates which are not budgeted as they can fluctuate and are not reliable revenues from year to year.

Proposed amendments to General Fund Expenditures

Staff is requesting a full-time public works employee, amendments, and re-classifications to the adopted budget that would add a total of \$153,211 to the General Fund expenditure budget. The details along with justifications are listed in Exhibit B. Below is a summary of the changes by the department to the General Fund.

Department	Total Budget-Adopted	Total Budget - Revised	YTD Actuals July-Dec	Remaining Budget- Revised	% of Total Budget Used - Adopted	Proposed Budget	Increase/(Decrease)
601 City Council	131,012	131,012	45,076	85,936	34%	131,262	250
602 City Administration	406,309	406,309	179,241	227,068	44%	406,309	-
603 City Clerk	142,832	142,832	29,177	113,655	20%	142,832	-
604 Finance	590,264	611,264	272,726	317,538	46%	640,064	28,800
608 HR/Risk Management	651,123	651,123	227,146	423,977	35%	722,587	71,464
614 General Government Services	6,443,232	7,027,865	2,546,832	3,896,400	40%	7,086,365	58,500
645 Building and Planning	857,853	914,468	332,981	524,872	39%	867,398	(47,070)
648 Public Works	2,742,866	2,742,866	417,211	2,325,655	15%	2,783,593	40,727
681 Community Services	185,070	185,070	61,823	123,247	33%	185,610	540
Fund 14 Pension/Retirement Fund	1,558,355	1,558,355	1,558,355	-	100%	1,558,355	-
	13,708,916	14,371,164	5,670,568	8,038,348	41%	14,524,375	153,211

City Council – Increase in the budget by \$250 for additional supplies (i.e. business cards).

City Administration – No adjustments needed.

City Clerk - No adjustments needed.

Finance – Increase in the budget by \$28,800 for a temporary employee needed to cover the resignation of the Fund Accountant.

HR/Risk Management - Increase in the budget by \$71,464, mainly needed for the wages and benefits of the newly hired HR Manager.

General Government – Increase in the budget by \$55,000 due to a reclass of budget from Building and Planning for processing fees. The processing fees are paid by the General Government department and not Building and Planning. There will be an equal decrease in the Building and Planning department. An additional \$3,500 in the budget is needed for some equipment purchases that had not been included in the budget.

Building and Planning – Decrease in the budget by \$47,070, due to the reclass to General Government for

processing fees as noted above. This was offset by an increase of \$7,780 for temp services.

Public Works – Increase in the budget by \$40,227, for increased membership costs and additional equipment and repairs needed to city buildings. Professional membership costs have increased slightly as compared to the previous year. Repairs were done to retrofit park light poles to LED lights which required additional rental equipment to perform the repairs.

Additionally, staff is also proposing to add a full-time public works employee. The City currently has budgeted three part-time public works employees. Only one of these positions is currently filled. In order to meet our staffing needs, to support an increase in City-sponsored special events and the reopening of our parks, we are in need of a public works employee who can work the full-time hours. As we complete the fiscal year, the department will review the need to budget three part-time public works employees in the next fiscal year.

Community Services – Increase in the budget by \$540 for software and professional memberships for organizations like California Parks and Recreation Society.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

If the City Council approves the resolution, the General Fund budget expenditures will increase by \$153,211. The FY 20-21 results were better than budgeted. Therefore, the General Fund balance is expected to increase by \$1,141,401 as compared to the adopted budget.

ATTACHMENT(S)

1. Amendment No. 1 Budget Amendments Approved by Council
2. Attachment No. 2 Budget Amendments Expenditures
3. Attachment No. 3 Budget Amendments Revenues

RESOLUTION NO. 6225

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA,
AMENDING THE FISCAL YEAR 2021-2022 BUDGET**

WHEREAS, THE City Council adopted the Fiscal Year 2021-2022 budget on June 9, 2021 for the General Fund of the City via Resolution No. 6182; and

WHEREAS, a Midyear analysis of FY 21-22 has been performed and staff recommends additional expenditure appropriations based upon the most current information available; and

WHEREAS, the City Council has determined it necessary to amend the FY 21-22 budget.

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

Section 1. The following amendments to the City's FY 21-22 budget are hereby approved and Staff is hereby directed to make the appropriate revisions to the City's FY 21-22 budget:

Account Code	Account Title	Increase
601 City Council		
5120	Office Supplies	250
604 Finance		
5434	Temp Services	28,800
608 HR/Risk Management		
5001	Wages	56,000
5150	Medicare Expense	600
5151	Social Security	650
5470	Group Insurance	4,500
5500	PERS Expense	3,200
5120	Office Supplies	500
5141	New Recruit Expense	2,200
5271	Membership Dues	814
5290	Meeting, Mileage & Conference	3,000
5405	Legal Services	(20,000)
5430	Contractual Service	20,000
614 General Government		
5630	Dump Charges	(90,000)
5751	Processing Fees & Charges	55,000
5920	Office Equipment	3,500
645 Building and Planning		
5151	Social Security	150
5434	Temp Services	7,780
5751	Processing Fees & Charges	(55,000)
648 Public Works		

5001	Salaries	12,500
5150	Medicare Expense	175
5430	Contractual Service	90,000
5470	Group Insurance	2,860
5500	PERS Expense	921
5670	Uniform Allowance	1,300
5020	Street Light Maintenance	1,000
5031	Fees and Fines	111
5271	Membership Dues	3,660
5510	Equipment Rental	3,000
5560	Building Repairs and Maintenance	5,200
5920	Office Equipment	10,000
681 Community Services		
5125	Computer Software	100
5271	Membership Dues	440
Total General Fund Request		153,211

Section 2. This Resolution shall be effective immediately upon its passage and approval.

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

PASSED, APPROVED AND ADOPTED THIS 23rd day of February, 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. 6225 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 23rd day of February 2022 by the following roll call vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

Council Date**Budget Amendment**

July 14, 2021 Increase \$31,390 to account 01-645-5430

July 14, 2021 Increase \$3,000 to account 01-614-5430

July 28, 2021 Increase \$21,000 to account 01-604-5430

October 13, 2021 Increase \$79,000 for two positions

Increase \$25,225 to account 01-645-5125 and Increase \$8,469 to account 16-

November 10, 2021 645-5125

November 24, 2021 Increase \$562,133.48 to account 01-614-5958

January 12, 2022 Increase \$19,500 to account 01-614-5430

Description	01 -General Fund
PSA with NV5 for Storm Sewer System item #7	31,390.00
California Consulting Grant Writing Services item #9	3,000.00
HdL PSA for Business License Taxes item #4	21,000.00
Community Development Analyst and Human Resources Manager Item #9. CD Analyst \$64,272 annual started January, HR Manager \$80,000 started October. Reclass from PW coordinator \$67,282.	79,000.00
PSA with Comcate for B&P software	25,225.00
Agreement with CJPIA item #10	562,133.48
PSA with Kiley and Assoc. Federal Legislative Advocacy	19,500.00
Total	741,248.48

Midyear Financial Report

Requested Budget Amendments

Exhibit 2

Account Code	Account Title	Increase	Justification
601 City Council			
5120	Office Supplies	250	Additional office supplies needed for Council including Business Cards.
604 Finance			
5434	Temp Services	28,800	Temporary employee needed to cover for the Fund Accountant position which was vacated in November 2021.
608 HR/Risk Management			
5001	Wages	56,000	To budget for the new Human Resources manager position that was filled.
5150	Medicare Expense	600	To budget the benefits for the new Human Resources Manager position that was filled.
5151	Social Security	650	To budget for the new Human Resources manager position that was filled.
5470	Group Insurance	4,500	To budget the benefits for the new Human Resources Manager position that was filled.
5500	PERS Expense	3,200	To budget the benefits for the new Human Resources Manager position that was filled.
5120	Office Supplies	500	Office Supplies needed for the new HR Manager position.
5141	New Recruit Expense	2,200	Budget needed for background checks, and advertising for open positions the City may have throughout the year.
5271	Membership Dues	814	Membership Dues needed for the new HR Manager position.
5290	Meeting, Mielage & Conference	3,000	Training/conferences for the HR Manager position to stay up to date with HR best practices and laws.
5405	Legal Services	(20,000)	Budget reclass between legal services and contractual for the claims adjuster.
5430	Copntractual Service	20,000	Budget reclass between legal services and contractual for the claims adjuster.
614 General Government			
5630	Dump Charges	(90,000)	Street sweeping services reclassified from 5630 Dump Charges to 648-5430 Contractual Services.
5751	Processing Fees & Charges	55,000	Processing fees were partially budgeted under 648 Public Works. The budget is \$55,000 is being reclassified from 648 to 614.
5920	Office Equipment	3,500	Additional items were purchased, including picnic table for employees so that breaks/lunch can be enjoyed out side and help with social distancing.
645 Building and Planning			
5151	Social Security	150	Budget needed for part time employees that do not fall under CalPERS.
5434	Temp Services	7,780	Temp Services for Building and Planning for front counter.
5751	Processing Fees & Charges	(55,000)	Processing fees were partially budgeted under 648 Public Works. The budget is \$55,000 is being reclassified from 648 to 614.
648 Public Works			
5001	Salaries	12,500	To budget for a full time Public Works Maintenance Worker for the remainder of the year.
5150	Medicare Expense	175	To budget for a full time Public Works Maintenance Worker for the remainder of the year.
5430	Contractual Service	90,000	Street sweeping services reclassified from 614-5630 Dump Charges to 614-5430 Contractual Services.
5470	Group Insurance	2,860	To budget for a full time Public Works Maintenance Worker for the remainder of the year.
5500	PERS Expense	921	To budget for a full time Public Works Maintenance Worker for the remainder of the year.
5670	Uniform Allowance	1,300	Based on usage through the first half of the year additional budget is needed for Public Works uniform llowance.
5020	Street Light Maintenance	1,000	Repairs to lights at Benito Juarez Park.

5031	Fees and Fines	111	Backflow Inspection fee for LA County
5271	Membership Dues	3,660	Additional budget needed as actual amounts were higher than budgeted for. No new memberships just increases to the fee charged. Increases were from Gateway Water and SWRCB.
5510	Equipment Rental	3,000	Additional maintenance and repairs performed that required a boom lift rental.
5560	Building Repairs and Maintenance	5,200	Retrofit Light Poles to LED.
5920	Office Equipment	10,000	There were some unexpected HVAC repairs done at City Hall. Also the City installed COVID dividers to assist with social distancing protocol. The COVID dividers were funded through the CARES Act.
681 Community Services			
5125	Computer Software	100	Adobe Software needed.
5271	Membership Dues	440	Additional budget needed for memberships to community service related organizations.
Total General Fund Request		153,211	

	Current Fiscal Year to Date Revenue	Adopted Budget FY 2021-22	Proposed Mid-Year FY 2021-22 Revenue Budget
<u>GENERAL FUND</u>			
Taxes:			
Franchise & Collectors Fee	\$ 88,135	\$ 325,000	\$ 325,000
Property Taxes	\$ 128,137	\$ 778,480	\$ 778,480
Utility Users Tax	\$ 483,595	\$ 900,000	\$ 900,000
Transfer Tax (Real Estate)	\$ 8,007	\$ 20,000	\$ 20,000
Transient Occupancy Tax	\$ 30,548	\$ 60,000	\$ 60,000
Cannabis Sales Tax	\$ 772,872	\$ 3,000,000	\$ 3,000,000
Sales Tax Revenue	\$ 934,180	\$ 2,355,904	\$ 2,355,904
Taxes Totals	\$ 2,445,473	\$ 7,439,384	\$ 7,439,384

<u>GENERAL FUND</u>			
Licenses & Permits:			
Compliance Program Fee	\$ -	\$ 45,000	\$ 45,000
Good Corporate Citizen Program	\$ -	\$ 40,000	\$ 40,000
Residential & Building Permits	\$ 7,350	\$ 29,500	\$ 29,500
Public Works Permit Fees	\$ 75,501	\$ 50,000	\$ 100,000
Other Fees & Permits	\$ 8,569	\$ 27,100	\$ 27,100
Occupancy Permits	\$ 8,960	\$ 13,000	\$ 13,000
Building Permits	\$ 23,968	\$ 60,000	\$ 60,000
Commercial Cannabis Applications	\$ -	\$ 105,000	\$ 105,000
Parking Permits	\$ 43,169	\$ 90,000	\$ 90,000
Apartment License	\$ 281	\$ 20,000	\$ 20,000
Business License	\$ 32,281	\$ 190,000	\$ 190,000
Vehicle License Fee - LA County	\$ -	\$ 3,173,048	\$ 3,173,048
Licenses and Permits Totals	\$ 200,078	\$ 3,842,648	\$ 3,892,648

GENERAL FUND

	Current Fiscal Year to Date Revenue	Adopted Budget FY 2021-22	Proposed Mid-Year FY 2021-22 Revenue Budget
Charges for Services:			
Rubbish Assessment	\$ 2,787	\$ 15,000	\$ 15,000

	Current Fiscal Year to Date Revenue	Adopted Budget FY 2021-22	Proposed Mid-Year FY 2021-22 Revenue Budget
Plan Check Fees	\$ 25,486	\$ 45,000	\$ 45,000
Rents & Concessions	\$ 11,907	\$ 24,000	\$ 24,000
Charges for Services Totals	\$ 40,180	\$ 84,000	\$ 84,000

GENERAL FUND

Fines and Forfeitures:

Penalties: Apt & Bus License	\$ 431	\$ 2,500	\$ 2,500
SEMC: Court Collections (DMV)	\$ 41,085	\$ 100,000	\$ 100,000
Administrative Citations	\$ 2,000	\$ 15,000	\$ 15,000
Parking Fines	\$ 136,314	\$ 150,000	\$ 250,000
Fines and Forfeitures Totals	\$ 179,830	\$ 267,500	\$ 367,500

GENERAL FUND

Leases and Concessions:

Leased Property Rental Income	\$ 23,894	\$ 39,345	\$ 39,345
Leases and Concessions Totals	\$ 23,894	\$ 39,345	\$ 39,345

GENERAL FUND

Miscellaneous:

Interest Income	\$ 3,371	\$ 16,500	\$ 16,500
Miscellaneous Revenue	\$ 26,682	\$ 17,000	\$ 41,705
Miscellaneous Revenue Totals	\$ 30,052	\$ 33,500	\$ 58,205

GENERAL FUND

Retiree Pension Levy:

Retiree Pension Levy	\$ 192,765	\$ 1,158,911	\$ 1,158,911
Retiree Pension Levy Totals	\$ 192,765	\$ 1,158,911	\$ 1,158,911

General Fund Revenue Totals	\$ 3,112,271	\$ 12,865,288	\$ 13,039,993
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