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

WEDNESDAY, MARCH 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

MAYOR PRO TEM
Frank Garcia

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY CLERK
Vacant

CITY TREASURER
Mary Mariscal

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: 829 7770 3486 Passcode: 036379
OR
Please click the link below to join the webinar:
https://us02web.zoom.us/j/82977703486?pwd=YUs2YzgwQU80WnRzVzdLSTlaTnRVQT09
Passcode: 036379

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

PROCLAMATION RECOGNIZING DEVELOPMENTAL DISABILITIES AWARENESS MONTH

CITY OF MAYWOOD WOMEN'S HISTORY MONTH HONOREES

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 MARCH 9, 2022 CITY COUNCIL MEETING

2. RESOLUTION NO. 6228 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 FEBRUARY 2022

4. REVENUE REPORT FROM JULY 2021 - FEBRUARY 2022

5. AUTHORIZATION TO SOLICIT BIDS FOR GRAFFITI REMOVAL SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRAFFITI REMOVAL PROGRAM FOR FISCAL YEARS 2022-2025 WITH A TWO ADDITONAL ONE-YEAR EXTENSION PERIOD.

6. AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE MAYWOOD EXPRESS SHUTTLE TRANSIT AND THE PARATRANSIT DIAL-A-RIDE OPERATIONS FOR FISCAL YEARS 2022-2027

IX. DISCUSSION/ACTION ITEMS

7. ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2021

8. CONSIDERATION OF APPROVING RESOLUTION NO. 6229 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE ALLOCATION OF PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING

9. CONSIDERATION OF APPROVING A REIMBURSEMENT AGREEMENT WITH THE CITY OF BELL FOR SHELTER BEDS WITHIN THE SALVATION ARMY, BELL SHELTER

10. DISCUSSION OF ESTABLISHING A VOLUNTEER PROGRAM THAT WILL RECOGNIZE COMMUNITY MEMBERS WHO VOLUNTEER THEIR TIME AT CITY SPECIAL EVENTS AND PROGRAMS

11. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM WOLFPACK PTO IN THE AMOUNT OF $10,000.

X. CLOSED SESSION

Conference with Legal Counsel, Existing Litigation (Administrative Hearing), California Government Code Section 54956.9(d)(1); *Ramirez v. City of Maywood;* Los Angeles County Civil Service Commission Case No. 19-281

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 Adjourned Meeting of the Maywood City Council is Thursday, April 7, 2022 at 5:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, ______________________________, 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.

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Proclamation

Developmental Disabilities Awareness Month
March 2022

WHEREAS, developmental disabilities are conditions which affect more than six million Americans and their families; and

WHEREAS, people with developmental disabilities are defined by their own strengths, abilities, and inherent value, not by their disability; and

WHEREAS, people with developmental disabilities are entitled to the respect, dignity equality, safety, and security accorded to other members of society and are equal before the law; and

WHEREAS, people with developmental disabilities belong in the community and have fundamental moral, civil, and constitutional rights to be fully included and actively participate in all aspects of society; and

WHEREAS, people with developmental disabilities, with appropriate resources and supports, can make decisions about their own lives and must be heard on issues that affect their well-being.

NOW, THEREFORE, BE IT RESOLVED, I, Heber Marquez, Mayor of the City of Maywood and on behalf of the City Council, proclaim March 2022 as Developmental Disabilities Awareness Month in Maywood and ask all Maywood residents to support those affected by developmental disabilities.

On this 23rd day of March 2022

Heber Marquez
Mayor

AGENDA ITEM NO. 1

MINUTES

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

WEDNESDAY, MARCH 9, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:01 p.m.

II. CITY OFFICIALS

MAYOR
Heber Marquez (present)

MAYOR PRO TEM
Frank Garcia (teleconference)

COUNCIL MEMBERS
Eduardo De La Riva (present)
Ricardo Lara (present)
Jessica Torres (teleconference)

CITY CLERK
Vacancy

CITY TREASURER
Mary Mariscal (teleconference)

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (teleconference)

STAFF PRESENT:
Hrant Manuelian, Finance Director (present)
Steve Fowler, Director of Building and Planning (present)
Shirley Quiñones, 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: 847 5410 8531 Passcode: 746025
or

https://us02web.zoom.us/j/84754108531?pwd=Y1U3RDFoempRZlVxeEhkTWcyU1Z0UT09
Passcode: 746025

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

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

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

The following spoke on Agenda items:
1) David Perez (via teleconference)
2) People Exhibit One (via teleconference)
3) Gerry Mayagoitia (via teleconference)

VI. PRESENTATIONS

RECOGNITION OF SERVICE AND PRESENTATION TO FLOR AGUILUZ FOR SERVING AS CITY CLERK

Mayor Marquez recognized Flor Aguiluz for her dedication and service while serving as City Clerk.

RECOGNITION OF ANA FIGUEROA, THANKING HER FOR HER SERVICE TO THE CITY OF MAYWOOD AS THE DISTRICT CHIEF OF STAFF FOR CONGRESSWOMAN LUCILLE ROYBAL-ALLARD (CA-40)

Mayor Marquez recognized Ana Figueroa for her years of service to Maywood during her tenure as District Chief of Staff for Congresswoman Lucille Roybal-Allard (CA-40).

SHERIFF'S UPDATE

Deputy Aguayo presented crime trends and updates for the City of Maywood.

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF FEBRUARY 23, 2022 CITY COUNCIL MEETING

Motion to approve Minutes of February 23, 2022 City Council Meeting by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

2. RESOLUTION NO. 6226 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. 6226 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payment by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

3. DISCUSSION 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 make the findings under the provision of the Government Code to meet in person will present imminent risk to the health and safety of the attendees and therefore, to continue the virtual format for an additional 30 days and continue to allow the City's Legislative Bodies to hold meetings via teleconference under 54953(e)(3) by Mayor Pro Tem Garcia. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. RESOLUTION NO. 6227 APPROVING THE TERMS OF A PRIVATE PLACEMENT, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE AGREEMENT, A TRUST AGREEMENT, AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $2,600,000, AUTHORIZING CERTAIN PROFESSIONALS, AND OTHER MATTERS RELATING THERETO

Motion to adopt Resolution No. 6227 of the City Council of the City of Maywood Approving the Terms of a Private Placement, Approving the Form of and Authorizing the Execution and Delivery of a Site Lease, A Lease Agreement, A Trust Agreement, Authorizing Certain Actions in Connection with the Execution and Delivery of Certificates of Participation in the Aggregate Principal Amount not to Exceed $2,600,000, Authorizing Certain Professionals, and other matters relating thereto by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. DISCUSSION AND DIRECTION REGARDING FILLING THE CITY CLERK VACANCY PURSUANT TO GOVERNMENT CODE SECTION 36512 CAUSED BY A RESIGNATION

Direction given to staff to announce the vacancy for the City Clerk position and solicit applications through April 1, 2022.

X. CLOSED SESSION

None

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

The following spoke on Non-Agenda items:
1) People Exhibit One (via teleconference)
2) David Perez (via teleconference)
3) Gerry Mayagoitia (via teleconference)

XII. ADJOURNMENT

Meeting adjourned at approximately 8:48 p.m. to the next meeting of the Maywood City Council, Wednesday, March 23, 2022 at 7:00 p.m.

____
Heber Marquez, Mayor

ATTEST:

____
Shirley Quiñones, Deputy City Clerk

AGENDA ITEM No. 2.

RESOLUTION NO. 6228

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 $260,889.02 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 March, 2022.

____
Heber Marquez, Mayor

ATTEST: APPROVED AS TO FORM:

____
Shirley Quiñones, Deputy City Clerk

____
Roxanne Diaz, City Attorney

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

I, Shirley Quiñones , Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6228 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 March, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

____
Shirley Quiñones , Deputy City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, March 23, 2022

Accounts Payable				**Amount**
Accounts Payable prepaid warrants for payment: Checks No.				
Accounts Payable regular warrants for payment: Checks No. 089415 - 089454			$	155,044.56
		Sub-total	$	155,044.56
Wire Transfers/ACH Transactions				
03/03/22	Payroll Pay Period 2/13/22-2/26/22		$	42,519.09
03/03/22	CalPERS Health Premium March 2022		$	32,172.70
03/03/22	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - February 2022		$	22,355.58
03/04/22	8x8 Inc - Monthly Phone Maintenance		$	446.36
03/09/22	CalPERS Employer Contribution 2/13/22 - 2/26/22		$	7,031.82
03/14/22	US Bank - Analysis Service Charge		$	1,318.91
		Sub-total	$	105,844.46
		Total Demands	**$**	**260,889.02**

City of Maywood
Detail Warrants for Payment
Warrants No. 089415 to 089454

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089415		3/15/2022	Alta Environmental	5,214.50	Prof Services Feb 2022 Ms4 NPDES Permit	General Fund - 01
089416		3/15/2022	Amazon Capital Services	26.93	Tools	General Fund - 01
089417		3/15/2022	AT&T	25.17	Elevator Emergency Phone Line 02/01/22 to 02/28/22	General Fund - 01
089418		3/15/2022	Bordin Semmer LLP	4,684.62	Legal Services - August 2021 - January 2022 Mena Claim Legal Services - September 2021 - January 2022 Tarin Claim	General Fund - 01
089419		3/15/2022	Bremer, Whyte, Brown & O'Meara, LLP	1,015.45	Legal Services - October 2021 - November 2021 Gonzalez Claim	General Fund - 01
089420		3/15/2022	Brinks, Inc.	206.04	February 2022 Addiition Cash Handling Service March 2022 Cash Handling Service	General Fund - 01
089421		3/15/2022	Colantuono, Highsmith & Whatley, PC	67.26	Under Collection of Utility User Taxes	General Fund - 01
089422		3/15/2022	CoreLogic Solutions, LLC.	150.00	Property Finder for February 2022	General Fund - 01
089423		3/15/2022	Crosstown Electrical & Data, Inc.	1,937.92	Electrical Work Preventive Maintenance February 2022	Street Lighting - 62
089424		3/15/2022	Dewey Pest Control	137.00	March 2022 Pest Control	General Fund - 01
089425		3/15/2022	DIANA CHO & ASSOCIATES	4,632.50	CDBG Consult Serv January 2022 CDBG Consulting Pavement Rehab January 2022 CDBG Consulting Pavement Rehab Proj February 2022	CDBG - 16
089426		3/15/2022	Division of the State Architect	491.50	DSA Fees Collected January 2021 - December 2021	General Fund - 01
089427		3/15/2022	George Hill Company	1,426.50	City Claims/Adjuster February 2022	General Fund - 01
089428		3/15/2022	Global Equipment Company, Inc.	3,287.64	Public Works	General Fund - 01
089429		3/15/2022	Graffiti Protective Coatings	1,290.00	Graffiti Removal Bus Shelters - February 2022	General Fund - 01
089430		3/15/2022	Home Depot Commercial Acct Pro	60.98	Building Supplies	General Fund - 01
089431		3/15/2022	Infinity Technologies	3,680.00	Monthly IT Fee for month of February 2022	General Fund - 01
089432		3/15/2022	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry	General Fund - 01
089433		3/15/2022	L.B. Johnson Hardware Co.	293.81	Maintenance Public Works Supplies Supplies	General Fund - 01
089434		3/15/2022	LGP Equipment Rentals	358.32	Charging Station Upgrades Street Maintenance	General Fund - 01 Gas Tax - 04
089435		3/15/2022	Maywood Car Wash	219.69	Car Wash February 2022 (Car) Car Wash February 2022 (Gas)	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089415 to 089454

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089436		3/15/2022	Maywood Mutual Water No.1	552.28	3530 E. Slauson Ave. 12/16/21 to 02/19/22 3630 E. Slauson Ave. 12/16/21 to 2/19/22 3728 E. Slauson Ave. 12/16/21 to 02/19/22 4400 E. Slauson Ave. 12/16/21 to 02/19/22 4400 E. Slauson Ave. 12/16/21 to 02/19/22 5921 Atlantic Ave. 12/16/21 to 02/19/22 5961 Atlantic Ave 12/16/21 to 02/19/22 6027 Atlantic Ave. 12/16/21 to 02/19/22 6135 Atlantic Ave. 12/16/21 to 02/19/22	General Fund - 01
089437		3/15/2022	Maywood Mutual Water Co. No.2	698.12	3409 E. Slauson Ave. 12/21/21 to 02/24/22 3626 E. 56th St/Pixley Pk 12/21/21 to 02/24/22 4301 E.Slauson Ave. 12/20/21 to 02/22/22 4323 E. Slauson Ave 12/20/21 to 02/22/22 5313 Pine Ave. 12/22/21 to 02/24/22 5515 Maywood Ave. 12/21/21 to 02/24/22 City Hall 12/20/21 to 02/22/22	General Fund - 01
089438		3/15/2022	Tri-City Mutual Water Company	1,436.45	5950 Walker Ave 02/01/22 to 02/28/22	General Fund - 01
089439		3/15/2022	Metro Transit Services	36,453.27	Public Transportation Services & Dial-a-ride Feb 2022	Prop A - 09
089440		3/15/2022	Susan Contreras dba Municipal Waste Solutions	6,317.50	Solid Waste Consulting Services February 2022	General Fund - 01
089441		3/15/2022	Nancy Rodriguez	619.26	Hotel Expense Reimbursement - PARMA Conference	General Fund - 01
089442		3/15/2022	Nichols Consutling Engineers, CHTD dba NCE	643.75	Pavement Management Project Professional Svcs	Gas Tax - 04
089443		3/15/2022	North Star Landcare	233.10	Landscape	General Fund - 01
089444		3/15/2022	County of LA Dept of Public Works	4,165.88	Maywood Sewer Repairs Balance Atlantic & Slauson	General Fund - 01
089445		3/15/2022	QDoxs	118.53	Copier Base Charge for February 2022	General Fund - 01
089446		3/15/2022	Richards, Watson & Gershon	42,178.98	Legal Services - adv. Bell Gardens, LLC. January 2022 Legal Services - NL Industries January 2022 Legal Services adv. Commercial Waste January 2022 Legal Services adv. Jose Mendoza January 2022	General Fund - 01
089447		3/15/2022	Ron's Maintenance, Inc	4,114.00	Storm Drain Maintenance	Gas Tax - 04
089448		3/15/2022	Richards, Watson & Gershon	3,451.00	General Legal Services January 2022	General Fund - 01
089449		3/15/2022	Southern California Edison	22,618.27	Various Locatiions #700405141156 02/01/22 to 02/28/22 Various Locatiions #700405141156 02/01/22 to 02/28/22 Various Locations #700405260081 02/01/22 to 02/28/22 Various Locatiions #700405141156 02/01/22 to 02/28/22	Gas Tax - 04 Street Lighting - 62
089450		3/15/2022	Sparkletts Drinking Water Corp	114.05	City Hall Office Water February 2022	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089415 to 089454

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089451		3/15/2022	Time Warner Cable	634.10	Internet & Phone Service March 2022	General Fund - 01
089452		3/15/2022	Quadient Finance, USA, Inc.	860.19	Acct # 7900011002060328 Postage Machine	General Fund - 01
089453		3/15/2022	Transtech Engineers, Inc	405.00	City Engineering Services thru 12/31/21	General Fund - 01
089454		3/15/2022	Xerox Financial Services	75.00	Lease Payment 02/15/22 to 03/14/22	General Fund - 01
			TOTAL:	$ 155,044.56		

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 3.

DATE:	March 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 FEBRUARY 2022

RECOMMENDATION:
Staff recommends that the City Council receive and file the cash and investment report for February 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 February 28, 2022, the City has approximately $9.8M invested in LAIF. The current return as of 2/28/2022 is 0.29%. In the June 24, 2020 City Council meeting, the Maywood City Council approved the City to invest in the PERS section 115 trust accounts for both the PERS pension liability and the Other Post Employment Benefits (OPEB) liability.

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

The attached report shows the cash and investments as of February 28, 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 February 28, 2022

Description	Type	Ending Balance 2/28/2022
US Bank	Cash	8,065,821.29
Local Agency Investment Fund	LAIF	9,885,128.87
CalPers California Employers' Retiree Benefit Trust (CERBT)	Section 115 Trust	1,062,283.60
CalPers California Employers' Pension Prefunding Trust (CEPPT)	Section 115 Trust	1,003,137.61
		20,016,371.37

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 4.

DATE:	March 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 - FEBRUARY 2022

RECOMMENDATION:
Staff recommends that the City Council receive and file the Revenue Report from July 2021 – February 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 – February 2022 totaled $14,830,799.40, which is 23.51% higher than the same period last year.

- *GENERAL FUND* - The total General Fund received totaled $7,583,324.10, which is 10.86% lower than the same period last year. This decrease is due to the CARES Act money that the City received last year, which were one time revenues from the federal government to offset the effect of the COVID pandemic. Additionally, there is a 40.69% decrease in Cannabis sales tax compared to last year. However, the City is on track to reach the FY 2022 budget. This decrease has been partially offset by increases in General sales tax, business license, and Vehicle License Fee revenues.

- *SPECIAL REVENUE FUND* - The total Special Revenue Fund received totaled $7,247,565.30 which is 107.07% 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 around May 2022.

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 - February 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	$174,038.65	$172,673.39	($1,365.26)	-0.78%	$325,000.00	53.13%
Property Taxes	$543,920.51	$556,098.23	$12,177.72	2.24%	$778,480.00	71.43%
Utility Users Tax	$643,060.51	$684,123.13	$41,062.62	6.39%	$900,000.00	76.01%
Transfer Tax (Real Estate)	$15,008.68	$11,973.50	($3,035.18)	-20.22%	$20,000.00	59.87%
Transient Occupancy Tax	$39,969.05	$53,327.79	$13,358.74	33.42%	$60,000.00	88.88%
Cannabis Sales Tax	$2,172,590.95	$1,288,607.23	($883,983.72)	-40.69%	$3,000,000.00	42.95%
Sales Tax Revenue	$1,134,354.58	$1,389,738.08	$255,383.50	22.51%	$2,355,904.00	58.99%
Taxes Totals	**$4,722,942.93**	**$4,156,541.35**	**($566,401.58)**	**-11.99%**	$7,439,384.00	55.87%
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	$15,659.46	$12,171.12	($3,488.34)	-22.28%	$29,500.00	41.26%
Public Works Permit Fees	$101,254.90	$101,828.00	$573.10	0.57%	$50,000.00	203.66%
Other Fees & Permits	$22,128.55	$20,084.74	($2,043.81)	-9.24%	$27,100.00	74.11%
Occupancy Permits	$15,982.50	$11,290.90	($4,691.60)	-29.35%	$13,000.00	86.85%
Building Permits	$37,489.82	$50,566.55	$13,076.73	34.88%	$60,000.00	84.28%
Compliance and Review Fees - Cannabis			$0.00	0.00%	$105,000.00	0.00%
Commercial Cannabis Renewal	$14,960.00		($14,960.00)	0.00%	$0.00	0.00%
Parking Permits	$48,821.09	$40,138.90	($8,682.19)	-17.78%	$90,000.00	44.60%
Apartment License	$17,150.83	$15,091.97	($2,058.86)	-12.00%	$20,000.00	75.46%
Business License	$172,081.94	$190,592.58	$18,510.64	10.76%	$190,000.00	100.31%
Vehicle License Fee - LA County	$1,557,095.00	$1,626,683.69	$69,588.69	4.47%	$3,173,048.00	51.27%
Licenses and Permits Totals	**$2,002,624.09**	**$2,068,448.45**	**$65,824.36**	**3.29%**	$3,802,648.00	54.39%
GENERAL FUND **Charges for Services:**	**CHARGES FOR SERVICES:** Charges to cover administrative costs for the provision of services.					
Rubbish Assessment	$45,324.86	$4,692.14	($40,632.72)	-89.65%	$15,000.00	31.28%

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			(C minus B)	*(C divided by B minus 1)*		*(C divided by G)*
Plan Check Fees	$26,547.39	$40,943.42	$14,396.03	54.23%	$45,000.00	90.99%
Rents & Concessions	$15,876.00	$15,876.00	$0.00	0.00%	$24,000.00	66.15%
Charges for Services Totals	**$87,748.25**	**$61,511.56**	**($26,236.69)**	**-29.90%**	$84,000.00	73.23%
GENERAL FUND **Fines and Forfeitures:**	**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.					
Penalties: Apt & Bus License	$3,432.75	$728.10	($2,704.65)	-78.79%	$2,500.00	29.12%
SEMC: Court Collections (DMV)	$59,741.90	$54,942.30	($4,799.60)	-8.03%	$100,000.00	54.94%
Administrative Citations	$10,700.00	$2,300.00	($8,400.00)	-78.50%	$15,000.00	15.33%
Parking Fines	$171,334.94	$168,258.66	($3,076.28)	-1.80%	$150,000.00	112.17%
Fines and Forfeiture Totals	**$245,209.59**	**$226,229.06**	**($18,980.53)**	**-7.74%**	$267,500.00	84.57%
GENERAL FUND **Leases and Concessions:**	**LEASES AND CONCESSIONS:** A rent or lease or payment for the use of a the City's property.					
Leased Property Rental Income	$31,274.57	$31,184.68	($89.89)	-0.29%	$39,345.00	79.26%
Leases and Concessions Totals	**$31,274.57**	**$31,184.68**	**($89.89)**	**-0.29%**	$39,345.00	79.26%
GENERAL FUND **Miscellaneous:**	**MISCELLANEOUS**: A General Fund revenue not covered in another revenue category.					
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	$44,239.16	$32,161.23	($12,077.93)	-27.30%	$17,000.00	189.18%
CARES Act Reimbursement	$344,534.00		($344,534.00)	0.00%	$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)			$0.00	0.00%	$0.00	0.00%
Miscellaneous Revenue Totals	**$409,700.88**	**$39,374.66**	**($370,326.22)**	**-90.39%**	$73,500.00	53.57%
GENERAL FUND **Retiree Pension Levy:**	**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	$1,008,029.37	$999,944.34	($8,085.03)	-0.80%	$1,158,911.00	86.28%
Retiree Pension Levy Totals	**$1,008,029.37**	**$999,944.34**	**($8,085.03)**	**-0.80%**	$1,158,911.00	86.28%
General Fund Revenue Totals	**$8,507,529.68**	**$7,583,234.10**	**($924,295.58)**	**-10.86%**	**$12,865,288.00**	**58.94%**
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	$383,346.59	$399,982.99	$16,636.40	4.34%	$672,770.00	59.45%
Transportation Development Act (TDA) Bikeway			$0.00	0.00%	$20,448.00	0.00%
Proposition A	$368,686.03	$473,519.18	$104,833.15	28.43%	$563,507.00	84.03%
Proposition C	$305,807.36	$393,247.63	$87,440.27	28.59%	$467,414.00	84.13%
Measure R	$229,798.75	$294,582.01	$64,783.26	28.19%	$350,561.00	84.03%
Measure M	$261,168.65	$333,154.33	$71,985.68	27.56%	$397,302.00	83.85%
Senate Bill 1 (SB 1)	$259,279.03	$277,488.12	$18,209.09	7.02%	$536,044.00	51.77%

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			(C minus B)	*(C divided by B minus 1)*		*(C divided by G)*
Community Development Block Grant (CDBG)	$69,076.00	$138,289.00	$69,213.00	100.20%	$718,020.00	19.26%
Air Quality Management District (AQMD) Grant	$9,324.63	$9,091.68	($232.95)	-2.50%	$36,375.00	24.99%
Supplemental Law Enforcement Services Fund (SLESF) Grant	$156,726.58	$161,284.85	$4,558.27	2.91%	$155,000.00	104.05%
Measure A			$0.00	0.00%	$353,000.00	0.00%
Lighting & Landscaping	$103,719.00	$101,050.97	($2,668.03)	-2.57%	$189,000.00	53.47%
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	$167,544.38	$163,050.54	($4,493.84)	-2.68%	$299,000.00	54.53%
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	**$3,500,047.00**	**$7,247,565.30**	**$3,747,518.30**	**107.07%**	**$6,516,008.00**	**111.23%**
Total Revenues	**$12,007,576.68**	**$14,830,799.40**	**$2,823,222.72**	**23.51%**	**$19,381,296.00**	**76.52%**

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 5.

DATE:	March 23, 2022
TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	JENNIFER VASQUEZ, CITY MANAGER
BY:	KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST
SUBJECT:	AUTHORIZATION TO SOLICIT BIDS FOR GRAFFITI REMOVAL SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRAFFITI REMOVAL PROGRAM FOR FISCAL YEARS 2022-2025 WITH A TWO ADDITONAL ONE-YEAR EXTENSION PERIOD.

RECOMMENDATION:
Staff recommends that the City Council approve the request to solicit bids for graffiti removal services for the Community Development Block Grant (CDBG) Graffiti Removal Program (60141-22) for Fiscal Years (FY) 2022-2025 with two additional one-year extension periods.

BACKGROUND:
The City of Maywood receives approximately $421,488 annually in CDBG funds through a program established by the United States Department of Housing and Urban Development (HUD). These funds provide housing, economic and community development opportunities which primarily benefit persons of low-and-moderate-income levels and/or aid in the prevention or elimination of blighted conditions.

On January 26, 2022, the Maywood City Council approved the overall CDBG Program budget for FY 2022-2023 including the Graffiti Removal Program with an anticipated budget of $84,298.

DISCUSSION:
The Graffiti Removal Program provides for the removal of graffiti from public areas and private property that is visible from the public right-of-way. CDBG funds pay for a portion of the graffiti removal contractor services. The current graffiti removal services contract is with Graffiti Protective Coatings, Inc., (GPC), and will end on June 30, 2022.

A Request for Proposals will be issued to obtain proposals for graffiti removal services covering July 1, 2022, through June 30, 2025. The term of the contract may be extended upon request and approval by the City on an annual basis for an additional two (2) years until June 30, 2027.

The estimated procurement schedule is as follows:

03/25/2022:	Release of Requests for Proposals
04/25/2022:	Proposal Due Date
05/03/2022:	Proposal Review/Evaluation
06/08/2022:	Award of Contract (City Council Action)

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no fiscal impact involved with this authorization to solicit bids for graffiti removal services. Once a contract is awarded, budget appropriations will be made. Funding for the Graffiti Removal Program is provided by the CDBG Program and State Gas Tax Funds.

ATTACHMENT(S)
1. Professional Services Agreement Graffiti Removal
2. Request for Proposals for Graffiti Removal Services

CITY OF MAYWOOD
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of ____________, 2022 by and between the **City of Maywood**, a municipal organization organized under the laws of the State of California with its principal place of business at 4319 East Slauson Avenue, Maywood, California 90270 ("City") and **__________________________** , a graffiti removal company with its principal place of business at ____. ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Graffiti Removal services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the CDBG Graffiti Removal Program, No. 601410-22 project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 <u>General Scope of Services</u>. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional graffiti removal services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 <u>Term</u>. The term of this Agreement shall be from July 1, 2022 to June 30, 2023, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Additionally, there shall be four (4) one-year options to renew the Agreement for FY 2023-2024, FY 2024-2025, FY 2025-2026, and FY 2026-2027 with the mutual written consent of both parties.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: _______________.

3.2.5 City's Representative. The City hereby designates Jennifer Vasquez, City Manager, or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Barry Steinhart, General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Contractor shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Project or the Services including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.2.12.2 Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in paragraph 3.2.12.1 is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor hereby agrees to indemnify, hold harmless and defend (with counsel selected by the City) City, its officers, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in paragraph 3.2.12.1, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

3.2.12.3 Training. In addition to the standard of care requirements set forth in paragraph 3.2.8, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.2.12.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.2.12.1 as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed ___________________________________ dollars. **($__________)** without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City and based upon the approved rates of Los Angeles County Auditor-Controller.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Benefits. Contractor will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered to others by the City.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. Contractor shall maintain all such records and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. This Agreement, or any part thereof, may be terminated by mutual consent of the Parties in writing or by either Party upon thirty (30) days written notice and delivery by certified mail or by personal delivery. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. City may terminate this Agreement, or any part thereof, without cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

City:

City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
Attn: Jennifer Vasquez, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 Conflicts of Interest.

3.7.1. Disclosure and Compliance. Contractor agrees that any conflict or potential conflict of interest shall be full disclosed prior to execution of contract and contractor shall comply with all applicable federal, sate and county laws and regulations governing conflict of interest in accordance with 24 CFR Part 84 Sec. 84.42.

3.8 Political Activity/Lobbying Certification.

3.8.1. Contractor may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

3.9 County Lobby Certification.

3.9.1. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

4. Federal and County Contract Provisions

4.1 Equal Employment Opportunity: During the performance of this Agreement, the Contractor agrees as follows The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

4.2 The CONTRACTOR will, in all solicitation of advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.

4.3 The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.4 The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of Secretary of Labor.

4.5 The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

4.6 In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.7 The CONTRACTOR will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5.0 Non-Discrimination.

5.1 Executive Order 11246. During the performance of this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer: recruitment or recruitment advertising: layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth the provisions of this nondiscrimination clause.

5.2 Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Both Parties agree to abide by this provision of the Civil Rights Act in carrying out this Agreement.

5.3 Age Discrimination. The prohibition against discrimination on the basis of age under The Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to this Agreement.

5.4 Housing and Community Development. Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

6.0 Section 3 Requirements.

6.1 Low-Income Opportunities. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.

7.0 Other CDBG Requirements.

7.1 Contractor agrees to abide by all applicable federal laws and regulations applicable to projects involving CDBG funding.

8.0 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County code, Chapter 2.206.

9.0 Other CDBG Requirements.

9.1 Contractor agrees to abide by all applicable federal laws and regulations applicable to projects involving CDBG funding.

[*Signatures on Next Page*]

CITY OF MAYWOOD	**[INSERT NAME OF CONTRACTOR]**
By: ____________________________ Heber Marquez, Mayor	By: ________________________________

Attest:

____
Flor Aguiluz, City Clerk

Approved as to Form:

____
Roxanne Diaz, City Attorney

EXHIBIT "A"

SCOPE AND SCHEDULE OF SERVICES

EXHIBIT "B"

COMPENSATION

City of Maywood

Request for Proposals

for

Graffiti Removal Services

Date of Issuance: March 25, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN

4:00 PM, April 25, 2022

DELIVER OR MAIL TO:
City of Maywood
City Clerk's Office
4319 E. Slauson Avenue
Maywood, CA 90270

TABLE OF CONTENTS

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to Provide qualified contractors to provide graffiti removal services on private and public property within City limits. The City wishes to obtain the removal of graffiti from various surfaces on private residential, commercial, and industrial structures and City structures throughout the City under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

II. BACKGROUND

The City of Maywood is a General Law City, with a Council/Manager form of government. Founded in 1924, the City has a land area of approximately 1.18 square miles and is the third-smallest incorporated city in Los Angeles County. Maywood is bordered by the cities of Bell on the south, Vernon on the north and west, Huntington Park on the southwest, and Commerce on the east.

The City of Maywood receives Committee Development Block Grant (CDBG) funds through a program established by the United Stated Department of Housing and Urban Development (HUD). These funds provide housing, economic and community development opportunities which primarily benefit persons of low- and moderate-income levels and/or aid in the prevention or elimination of blighted conditions.

III. GENERAL REQUIREMENTS

A. Respondents shall have at least five (5) years of consecutive experience in the Graffiti removal services industry.

B. The proposed term of the contract under this RFP shall be for three years with the option to renew for two additional one-year periods at the discretion of the City.

C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.

D. In accordance with Labor Code Section 1770 et seq., the services to be provided by the successful proposer is a "public work" and thus required to pay and comply with the prevailing wage requirements of the California Labor Code as described in Attachment 2. Said attachment shall be incorporated into the awarded contract. In addition, the successful proposer shall be required to submit a payment bond in the form approved by the City Attorney concurrently with the signing of the contract. The surety who provides the bond must be authorized by the Insurance Commissioner to transact business of insurance in the State of California. Wage decisions can be found https://www.dir.ca.gov/oprl/DPreWageDetermination.htm

E. The selected individual/Contractor will have previous graffiti removal experience that shows the Contractor can provide professional, first-class workmanship. This individual/Contractor should have knowledge of the proper preparation of all stucco, masonry, metal, wood, or other exterior surfaces that would result in the bonding of the applied paint and obstruct the visibility of graffiti. Contractor is required to have experience within the last 3 years in graffiti removal or related industrial clearing work or service contract. At the time of the proposal submittal, the Contractor shall provide, in writing, references from individuals who will be able to confirm this. Five years of graffiti removal experience is preferred.

F. The City shall select an Individual/Contractor based on a combination of factors, such as: responsiveness and comprehensiveness of the Proposer with respect to this Request for Proposals (RFP); technical background and experience; the number and nature of exceptions taken to the agreement (Attachment 1); previous work performed for other public agencies; information obtained from references; and cost.

   1. In addition, the following factors will be considered:
      a. Completeness of the proposal and ability of the Proposer to comply with the mandatory requirements proposed under this RFP.
      b. Whether the Contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference.
      c. Experience implementing similar programs.
      d. Proven knowledge of and Compliance with Federal Community Development Block Grant (CDBG) Program requirements.
      e. Recommendations from prior clients and record of performance on previous contracts or services.
      f. Ability to communicate effectively with diverse population, particularly English and Spanish language speakers; and
      g. Cost reasonableness

G. LIST HERE ANY OTHER MINIMUM GENERAL REQUIREMENTS

   1. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
   2. Proposals are to be submitted in the same envelope, clearly marked with the Contractor’s name, address and phone number. Only one proposal per Contractor will be considered.
   3. The proposing Contractor shall submit the following information with the package, including the same information on subcontractors.

IV. SCOPE OF SERVICES

A. The selected Respondent shall provide the following scope of services including any tasks to be performed by subcontractors and as follows:

General Description of Scope of Work
The City of Maywood is seeking an individual/Contractor qualified to provide graffiti removal services within the City. Services to be provided under this Proposal include, but not necessarily limited to, the following:

Graffiti Removal
Contractor shall furnish at his/her own expense, all labor, equipment and materials necessary for the satisfactory performance of graffiti removal as set forth herein. Contractor shall remove graffiti from all private residential, commercial, and industrial structures. Contractor shall inspect all referrals to determine the method to be used for the graffiti removal. Methods of removal may include chemical removal, water blasting or other pressurized removal systems, matching existing painted surfaces or other eradication procedures as approved by the City. Contractor shall determine the most effective method(s) for removal of the graffiti at each location. The method(s) of removal will vary depending upon the type of graffiti and condition of the surface. Contractor must use care to avoid damages to existing improvements (e.g., buildings, windows, doors, walls, etc.). Existing improvements damaged by the Contractor shall be repaired at the Contractors sole expense to the satisfaction of the City.

Materials and Equipment

1. **Preparation -** The Contractor shall properly prepare all stucco, masonry, metal, wood, or other exterior surfaces in a manner that will result in an acceptable bonding of the applied paint and deter the visibility of graffiti. (No lead-based paints shall be used.)

2. **Application Quality -** The materials shall be applied in such a manner as will ensure smooth, even, uniform coats free of dirt, drips, ridges, waves, drops, runs, brush marks, sags, and laps. If any of these existed before, they shall be properly corrected and prepared before painting. When completed, the painting shall represent a first class, workmanlike appearance.
3. **Application Process -** Paint shall be applied under dry, dust-free conditions and shall not be applied when the temperature is below forty (40) degrees Fahrenheit. All primer and intermediate coasts of paint shall be unscarred and completely integral as well as completely dry at the time of the application of each succeeding coat.
4. **Equipment -** The Contractor shall have an aerosol spray unit (minimum 2500 p.s.i.), and a standard extension ladder on the Contractor vehicle and such other equipment as may be necessary to perform graffiti removal (e.g. brushes, etc.). The Contractor shall have the ability to remove graffiti from

difficult locations. The Contractor must have extension ladders on every vehicle and twenty-four (24) hour a day seven (7) days a week access to a bucket truck with a minimum extension height of forty (40) feet.

5. **Manufacturer Directions -** Manufacturer's recommendations for mixing, thinning, applying, type of exposure, surface to be covered, and type of surface wear to which the paint will be subjected shall be explicitly followed.
6. **Paint Match -** The Contractor shall verify, to the satisfaction of the City, its method for matching paint. All repainted surfaces shall reasonably match wall color to the satisfaction of the Director of Building and Planning or designee.

Response and Removal Time

The Contractor shall provide a 24-hour turnaround from time of notification and/or survey and shall provide "emergency" services (removal of vulgar, racial, or pornographic images, etc.) within approximately one hour of notification. A 48-hour turnaround time may be acceptable, at the City's discretion, to provide color-matching if necessary.

- Contractor shall also survey the City for graffiti as specified by the City.

Contractor Responsibility

The Contractor is to assume the responsibility for all work including tenant and property owner relations.

Right of Entry

1. **Private Property -** Authorization shall be secured from the property owner or authorized agent to enter onto private property and perform graffiti removal services. The Contractor and/or City must obtain written approval to enter and release of liability prior to starting the graffiti removal.
2. **Public Right-of-Way Property -** Authorization shall be given by the Building and Planning Department for the removal of graffiti on public property.
3. **Commercial Signage -** Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this contract, for replacing any original lettering, pictures, etc., on commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with diligence to remove the graffiti with as little damage to the commercial sign as possible.

Cleanup

All finished surfaces of the building shall be left clean and reasonably dust free. At completion of work, Contractor shall clean all exposed surfaces soiled by the work; repair all damaged caused by the work at no extra cost to the property owner of the City of

Maywood; remove all debris of the work from the job site; and leave the entire installation ready for use.

Air and Water Pollution
The Contractor shall be required to conform to all current regulations of the South Coast Air Quality Management District (AQMD). The Contractor is also required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency (EPA) in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Act), and the National Pollutant Discharge Elimination System (NPDES) requirements. Suitable Best Management Practices (BMPs) shall be applied to prevent any chemical, debris, or any non-storm water discharges from being entering the storm drain system (storm drains and gutters).

Compliance with Laws
The services requested in this Proposal will be funded in part under the Community Development Block Grant Program (CDBG). Contractor, its agents, and employees shall comply with all laws, ordinances, rules, and regulations of the Federal, State, the County of Los Angeles, the City of Maywood and all governing bodies having jurisdiction applying to work done under the agreement. This shall include Federal Regulations related to Equal Opportunity Employer.

Retention of Financial Records
Contractor agrees to maintain financial records and accounts to assure proper accounting for all CDBG Program funds and to support all program expenditures for a period of five (5) years. These records and accounts shall include, but not be limited to, the following:

1. A double-entry General Ledger that supports the costs charged to the CDBG Program;
2. Records documenting procurement of goods and services;
3. Lease of Rental Agreements;
4. Invoices;
5. Billing Statements;
6. Cancelled Checks;
7. Timecards signed by employees and supervisors;
8. Personnel Authorized Records;
9. Payrolls Registers;
10. Payroll Tax Records;
11. Bank Statements;
12. Bank Reconciliations; and
13. Documentation to support the allocation of costs.

Public Relations and Safety

The Contractor shall at all times conduct services with the utmost courtesy to the public. All employees of the Contractor shall wear clean clothing in the performance of duties, and equipment shall be clean and maintained in a safe operating manner. All equipment shall be subject to inspection by the Director of Building and Planning or his/her designee.

Photographic Documentation

Before removing graffiti, the Contractor shall photograph graffiti for documentation purposes. Upon removal of the graffiti, the Contractor shall take an additional photograph of the same area (before and after photos). Digital photos of the abated sites and an accompanying photo disk are to be provided along with the monthly billing statement.

Daily Logs

Daily logs shall be maintained identifying graffiti removal sites by census tract and block group. Monthly program reports shall be submitted within five (5) days of the end of the month. Information on total graffiti removal in square feet and number of sites shall be provided. Should accomplishment target not be met for the reporting period, steps to remedy the situation shall be provided by the Contractor along with an implementation schedule.

Term

The term of this contract shall be for a period of three fiscal years, July 1, 2022, through June 30, 2025. This Agreement may be extended upon request and approval by the City on an annual basis for two additional one-year periods until June 30, 2027.

Compensation

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under the executed Agreement. Contractor shall submit to City a monthly itemized statement of Services rendered by Contractor. The statement shall describe the Services provided, the percent of work complete by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

Prior to contract award, at the discretion of the City, Proposer must demonstrate graffiti removal to City Staff at a designated location, at no cost to the City.

V. SCHEDULE

	Deadlines
Release of Requests for Proposals	*March 25, 2022*
Submittal of Questions	April 1, 2022, by 3:00 pm
Response to Questions	April 8, 2022, by 5:00 pm
Proposal Due Date	April 25, 2022 by 4:00 pm
Proposal Review/Evaluation	May 3, 2022
Optional Interview (if required)	May 9, 2022
Tentative award of contract	June 2022
Tentative Start date	July 1, 2022

* These dates are anticipated and may change.

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at www.cityofmaywood.org. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All respondents interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes, or responses to written inquires and will be distributed to all interested contractors. To get on the list please email steve.fowler@cityofmaywood.org or call, (323) 562-5700.

VII. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: Steve Fowler at steve.fowler@cityofmaywood.org. The date and time when questions must be submitted are shown in "Section V-Schedule" of this RFP. Questions with their answers will be posted on the City website by the date and time set forth in this RFP.

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide four (4) copies of the of the proposal (three bound and one unbound), single sided.

All proposal submittals shall be mailed or delivered and received by the City no later than April 25, 2022, at 4:00 p.m. addressed as follows:

City of Maywood

City Clerk's Office
4319 Slauson Avenue
Maywood, CA 90270

For delivery purposes, the City Clerk's phone number for the City is (323) 562-5714. In addition to the submission of the hard copies of the proposal, Respondents shall also submit one electronic copy (searchable PDF format) by the same date and time to NAME AND EMAIL ADDRESS.

IX. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
    a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. It must also have any qualifying statements or comments regarding the proposal and identification of any sub consultants and their responsibilities. The letter should be signed by an individual who can bind the Respondent contractually. The signed letter should also include a paragraph stating that the Contractor is unaware of any conflict of interest in performing the proposed work.
    b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
    c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
2. Table of Contents

a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Experience and Qualifications

   a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.

   b. At a minimum, Respondent should have at least five (5) years of consecutive experience

   c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.

   d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.

   e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.

   f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.

4. Approach to Scope of Services

   a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished. .

   b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.

   c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

1. Detailed Cost Proposal

a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services, and a "not to exceed" amount for reimbursables.

b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.

c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.

COST PROPOSAL

Please complete the following:

REMOVAL OF GRAFFITI FROM PRIVATE AND PUBLIC PROPERTY:

Using the Contractor's complete schedule of graffiti removal fees, enter the cost per location for each of the following removal methods.

Type	Minimum Cost	Additional Cost Over Minimum Cost
Sandblasting	$________________ For________ sq.ft	$________________________/sq.ft.
Water blasting	$________________ For________ sq.ft	
Water blasting with baking soda	$________________ For________ sq.ft	
Painting – "matching paint" **Chemical/Solvents**	$________________ For________ sq.ft	
Other (describe):		

Please complete the following schedule of fees:

		Cost per sq. ft.	Charged in increments of	Minimum Charge per location
A.	Non-Porous Surface			
B.	Painted Surface			
C.	Porous Surface			
D.	Emergency Call Out			

Definitions of the terms used above:

Non-Porous Surface	**Glass windows, mirrors, metal, street signs, poles, baked enamel, traffic control boxes, etc.**
Painted Surface	Previously painted surfaces such as stucco, block walls, tilt ups, fences, etc.
Porous Surface	Natural unpainted surfaces such as block walls, concrete walls, curbs, sidewalks, etc.
Emergency Call Out	Sending a work crew out of schedule

I hereby certify that I have the authority to offer this cost proposal to the City of Maywood for the services identified in this RFP. I further certify that I have the authority to bind myself/this company in an agreement should I be successful in my Proposal.

NAME OF PROPOSER

SIGNATURE

PRINT NAME

X. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 2) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter, however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

XI. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
    a. **Quality and completeness of proposal**:
    Principal - The account manager, or contact person, assigned to the City will be a consideration in the selection. Qualifications and prior experience in similar programs and activities must be demonstrated in the proposal. Once selected, the account manager, or contact person, assigned to the project or contract shall not be changed without prior written consent of the City. An organizational chart, if applicable, shall be submitted with the proposal.
    Proposal Review - Each proposal will be reviewed to determine if it meets the RFP requirements. Failure to meet the requirements of

the RFP will be cause for rejection. The City will consider the following in selecting a contractor.

b. **Qualifications and experience of proposer, including experience and qualifications of key personnel and staff:**

Qualifications - This portion should include a description of the qualifications of the assigned staff and sub-contractors, relevant technical experience, and the availability of the staff for the services provided. After selection of a Contractor by the City, no substitution of key staff or subcontractors may occur without the written approval of the City. A list of related projects should be included with the name of the contract person and the telephone number for which the Contractor has recently or currently provides services as outlined under the Scope of Work.

Safety and Equipment Operating Procedures Manual - A copy of the Safety and Equipment Operating Procedures Manual shall be submitted with the proposal. Summarize training provided to employees who are responsible for graffiti abatement.

Bi-lingual speaking Capacity - The ability to effectively community in English and Spanish is desirable.

Preference for hiring local residents - Should the selected individual/Contractor require the hire of new employees as a result of a graffiti removal services contract with the City, the selected individual/Contractor agrees to conduct outreach in the City and give preference for qualified applicants residing in the City. The selected individual/Contractor will provide evidence of job recruitment efforts.

c. **Similar experience and expertise in the type of work required, with the City or with other public agencies:**

Experience - The selected individual/Contractor will have previous graffiti removal experience that shows the Contractor can provide professional, first-class workmanship. This individual/Contractor should have knowledge of the proper preparation of all stucco, masonry, metal, wood, or other exterior surfaces that would result in the bonding of the applied paint and obstruct the visibility of graffiti. Contractor is required to have experience within the last 3 years in graffiti removal or related industrial clearing work or service contract. At the time of the proposal submittal, the Contractor shall provide, in writing, references from individuals who will be able to confirm this. Five years of graffiti removal experience is preferred.

Compliance with Federal CDBG Program Requirements - Demonstrated experience in administering CDBG Program funded activities for a period of five (5) years. Compliance with applicable

Federal Requirements including, but not limited to, financial record keeping, and reporting.

d. **Demonstrated understanding of the scope of services requested as well as capacity of respondent**

e. **References**

f. **Financial stability of proposer**

g. **Cost to the City**

h. **Oral interviews, if applicable.**

i. **Any other factors determined by the City to be relevant to the performance of these services.**

Appropriate Licenses or certifications - Contractor is required to have in full force and affect all licenses and permits required by the applicable laws to perform graffiti removal services within the City of Maywood. Contractor must possess and maintain a valid State of California C-33 Painting License during the term of the contract. The employer ID number and Contractor License number shall be submitted with the proposal. The individual or Contractor must obtain all required City of Maywood licenses.

1. Response to requested Scope of Services and this RFP;
2. Type and amount of equipment;
3. Number and experience of personnel;
4. **Professional Services Agreement -** The Director of Building and Planning will request a professional services agreement subject to negotiation of precise work program, terms of payment and other City requirements from the Contractor found most qualified. Nothing in this RFP should imply a contractual obligation for employment.
5. **Contract Approval and Execution -** The agreement will be presented to the City Council for approval and execution by the City Manager as outlined in Chapter 4 of Title 3 of the Maywood Municipal Code.
6. **Acceptance of Conditions -** This section will be a statement offering the Contractor's acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the Contractor's behalf must be stated in the proposal. Unless specifically noted by the Contractor, the City will assume that the proposal is in compliance with all aspects of the RFP.

XIV. INSURANCE

The following are the legal and insurance requirements of the City of Maywood for the selected Contractor:

A. **Time for Compliance -** Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

B. **Minimum Requirements -** Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

   a. **Minimum Scope of Insurance -** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

   b. **Minimum Limits of Insurance -** Contractor shall maintain limits no less than: (1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

XV. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XVI. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVII. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 6.

DATE: March 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE MAYWOOD EXPRESS SHUTTLE TRANSIT AND THE PARATRANSIT DIAL-A-RIDE OPERATIONS FOR FISCAL YEARS 2022-2027

RECOMMENDATION:
Staff recommends that the City Council authorize the issuance of a request for proposals for the Maywood Express Shuttle transit and the paratransit Dial-A-Ride service.

BACKGROUND:
The City of Maywood's Dial-A-Ride program provides its senior residents who are sixty-two (62) years of age and disabled residents with a curb-to-curb paratransit transportation service. The program was developed to assist the Senior and Disabled population with a one-way trip service consisting of the pickup and transportation of eligible residents from all locations within the City limits of Maywood and sites within a (2) two-mile radius of the City’s boundaries with the exclusion of non-essential retail uses. In addition, qualified residents can be picked up and transported to the following locations:

- Brian Crest Nursing center in Bell Gardens
- Downey Dialysis in Downey
- East Los Angeles Doctors Hospital in Los Angeles
- Health Care Partners in Downey
- Kaiser Permanente Hospitals and medical offices in Bellflower and Cudahy
- Martin Luther King Hospital in Los Angeles
- Medical offices in Bellflower and Downey
- PIH medical offices in Downey
- Rancho Los Amigos in Downey
- St. Francis Medical offices in Lynwood
- US Veterans Center in Commerce
- Locations in Maywood within the geographical boundaries are west of Maywood Avenue, east of Slauson Avenue, south of Atlantic Avenue, and north of Atlantic Avenue.

The Dial-A-Ride service operates a total of twenty-two (22) locations outside the City Limits of Maywood.

The City of Maywood also provides the Maywood Express Shuttle, a no-cost local transit program offered to its residents that have been in operation since November of 2013 and have been an essential part of the community, transporting residents of Maywood and adjacent communities. The fixed-route shuttle consists of a city-wide single route system currently maintained and operated by Metro Transit Service LLC.

The single fixed-route system makes stops at twenty-one (21) local locations within the city boundaries. The Maywood Express shuttle operates six days a week, Monday through Friday, between the hours of 7:00 am and 5:00 pm, and Saturdays from 7:00 am and 5:00 pm, excluding holidays.

DISCUSSION:

In June 2017, the City entered into a five-year agreement operation contract with no options to extend yearly with the current transit contractor, Metro Transit Service, LLC. The terms of the original agreement specified that the contractor would perform an assortment of operations such as providing vehicles, a driver, fuel, administrative services, and maintenance services required to operate the paratransit and transit services. The original agreement included a monthly rate fee of $32,083.33 and four pre-authorized annual compensation increases of 1% of the contractor's prior-year non-wage/operation cost and California minimum wage.

In April 2020, the City exercised its option to amend the service agreement with Metro Transit Service, LLC to cover additional operational costs. Further, the City agreed to a yearly 4% increase and a monthly flat-fee compensation of $33,703.10 until the end of the contract. The increase was effective January 2021, and the City transit services increased from their monthly base fee by 4% on January 1, 2022. The Dial-A-Ride and the Express Shuttle transit services represent an 8% increase over the last two years of service.

Although the quality of the current transportation services provided by Metro Transit Service, LLC has been satisfactory for the last 5-years, it is prudent the City explores competitive bidders. Issuing a request for proposal (RFP) for the City’s transit operations verifies reasonable cost and service levels for contracts requiring such a high level of funding.

LEGAL REVIEW:

The City Attorney has review this report.

FISCAL IMPACT:

There is no fiscal impact in authorizing the Request for Proposal for the Maywood Express Shuttle Transit and the Dial-A-Ride operations. The City utilizes its LA Metro, Proposition A Local Return funds for this program.

ATTACHMENT(S)

1. RFP FOR MAYWOOD EXPRESS TRANSIT AND PARATRANSIT DIAL A RIDE

City of Maywood

Request for Proposals

Maywood Express Shuttle Transit and Paratransit (“Dial-A-Ride”) Operations

Date of Issuance: March 31, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN

5:00 PM, April 21, 2022

DELIVER OR MAIL TO:
City of Maywood
City Clerk’s Office
Attn: Shirley Quinones
4319 E. Slauson Avenue
Maywood, CA 90270

TABLE OF CONTENTS

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to select a contractor with an excellent record of accessible service delivery and demonstration of innovations and added-value service approach to this contract, over and above the specified requirements specified herein. As such, each proposer must recognize these specifications to be the minimum necessary for successful service delivery of the Maywood Express Shuttle Fixed Route Transit and Paratransit (“Dial-A-Ride”) operations.

The City of Maywood requests to attain a **Monday - Saturday Fixed-Route Transit (FRT) and Monday – Sunday Paratransit Dial-A-Ride (DAR) services under a Professional Services Agreement.** The City will award no more than one contract on a not-to-exceed basis.

The Request for Proposal (RFP) is requesting a separate cost proposal for Maywood Express fixed-route transit and paratransit Dial-A-Ride Services for a period of a five (5) year service contract with two (2) one-year options to extend.

Proposers may respond to this RFP in the following way:

- Proposals submitted by one Contractor to provide both fixed-route transit and paratransit services within their company

- Proposals submitted by partnerships between multiple Contractors to jointly provide the fixed-route transit and paratransit services. Under this scenario, only one prime Contractor with Subcontractor(s) will provide a portion of the work.

II. BACKGROUND

The City of Maywood is a General Law City with a Council and City Manager form of government. At 1.18 square miles, Maywood is the third-smallest incorporated city in Los Angeles County, which lies by the major (I-710) freeway and is located next to the east of Los Angeles. Incorporated in 1924, Maywood is a small Gateway City in Los Angeles County with a residential community population of approximately 27,000.

The City of Maywood transit services needs is met by local services provided by the Los Angeles County Metropolitan Transportation Authority (Metro), local fixed-route service, and Contracted paratransit Dial-A-Ride services contracted by the City of Maywood.

The Request for Proposal (RFP) is for contractual Fixed-Route Transit and Paratransit (Dial-A-Ride) services.

FIXED ROUTE SERVICE DESCRIPTION

In the year 2016, the Maywood Community Transit, formerly known as the "Maywood Express," began its Monday – Saturday fixed-route transit operations with a route system servicing in the following stop sections:

1. Slauson Ave At Loma Vista (in front of Jack in the Box)
2. Slauson Ave at Fishburn Ave
3. Atlantic Blvd at Slauson Ave (in front of Food 4 Less Market)
4. 61st St at Clarkson Ave (near Vista Adult Day Care Center)
5. Slauson Ave at Mayflower Ave
6. Heliotrope Ave near Slauson Ave (Iglesia Del Nazareno)
7. 60th St at Woodlawn Ave
8. 60th St at Walker Ave
9. Alamo Ave at Slauson Ave (next to Riverfront Park)
10. 58th St at Heliotrope Ave (Maywood YMCA)
11. 57th St at Atlantic Blvd
12. 57th St and King Ave
13. 57th St at Fishburn Ave
14. 57th St at Corona Ave
15. Corona Ave at 55th St
16. 52nd St at Corona Ave (in front of a convenience store)
17. 52nd St at Loma Vista Ave
18. Maywood Ave at 53rd St
19. Maywood Ave at 56th St (at Benito Juarez Park)
20. 56th St at Pixley "Bunny" Park
21. 57th St at Carmelita Ave

DIAL-A-RIDE - PARATRANSIT SERVICE DESCRIPTION

The City of Maywood has operated a paratransit Dial-A-Ride service since 2016. Dial-A-Ride is a Seniors and Americans with Disabilities Act (ADA) paratransit service. Maywood's Dial-A-Ride is currently a paratransit service serving the residents of the City of Maywood with curb-to-curb transportation service. Service is available to Maywood residents who are at least 62 years of age or disabled residents of any age. Wheelchair-accessible vans and paratransit vehicles are used to meet program needs.

The services will commence starting on July 16, 2022, with the original term of the contract valid through June 30, 2027. The City will reserve the right to discontinue the program without cause on thirty (30) days' notice.

III. GENERAL REQUIREMENTS

A. PROPOSALS

In addition to addressing the Scope of Services section, proposals must also include all required information, policies, procedures, manuals, forms, etc., as outlined in the RFP.

Background and Experience of the Contractor
Discuss the overall capabilities of the company. Include a brief description of the company's history, key personnel, staff responsibilities, organizational chart, and recent relevant experience as it applies to the Scope of Services.

This section should establish Proposer's experience and experience of personnel that will properly perform the scope of work. Identify key personnel to be assigned and their experience (detailed).

Proposed Personnel and Project Team
The Contractor shall include an organizational chart showing the names of all proposed management staff. This shall include a "Project Manager/Administrator" who may be the City's central contact person on day-to-day operations for both the fixed-route and paratransit services. The Fixed Route transit and Paratransit Manager(s) or "Project Manager/Administrator" shall be fully and solely dedicated to this contract for the term of the contract.

Employee Training
Describe all employee training programs including the driver, maintenance, management, reservationist, dispatch, road supervisor, and safety training. The proposal must include one complete copy of the driver training program and safety program.

Maintenance Program/Strategy
In this section, Contractors should discuss their Five-Year Maintenance Plan and strategy including:

- Responding to road calls;
- Warranty coverage/inventory management;
- Recruitment of vehicle maintenance staff; and
- Provide written maintenance procedures and ability to ensure compliance throughout the contract

- Describe vehicle servicing and cleaning procedures, requirements, and schedule. Provide a sample schedule and checklist of vehicle servicing and detailing

Maintenance of Equipment

Describe how vehicle maintenance will be performed at the Contractor's facility during the contract's first two years. Outline which works will be in-house and which work will be performed in another manner. Provide descriptions for the type of equipment to be used for maintenance.

Backup Transit Shuttle

Indicate the make and model of a backup transit shuttle, if any, the Contractor proposes to use to ensure uninterrupted fixed-route transit services while maintenance is performed on City shuttles. The City is to approve the proposed transit shuttle and verify insurance coverage before placement into service.

Paratransit Operation Plan

Overall Operation Plan:

- Please provide a detailed description of how your company proposes to provide the City's Dial-A-Ride service.

Dispatching/Software:

Describe how vehicles will be dispatched. List any software/hardware to be used for dispatching. If the system uses Global Positioning System (GPS), please mention the type of GPS technology used and whether real-time GPS data can be provided to the City.

Facility/Fueling Description

The Proposer shall provide a detailed description of their proposed facility(s) where all vehicles are to be maintained, fueled, and stored during the term of the contract. Include the facility's address and describe the facility's size and features, maintenance capabilities, storage capacity and the number of vehicles to be stored there, administrative office space, security, and any other significant features.

Implementation/Transition Plan

The Proposers shall submit an implementation/transition and operational plan and schedule. These step-by-step plans shall include, at minimum, the following: staffing, personnel training, vehicle maintenance and storage, fueling, cleaning, and washing, uniforms, farebox collection, licensing and permits, insurance, road calls, accidents/incidents, documentation, and reporting. Also include any procedures relating to the collection, recording, depositing, and reporting of all cash receipts.

B. STATEMENT OF COMPLIANCE/ SUGGESTED CHANGES

Contractors must submit a Statement of Compliance with the RFP, the Draft Agreement terms and conditions, and if any, a listing of exceptions and suggested changes. A description of any cost implication for suggested changes must also be included. The Statement of Compliance must declare either:

1. This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
2. This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception or suggested change, the contractor must include:

- Reasons for submitting the proposed exception or change.
- Any impact the change or exception may have on contract costs, scheduling, or other considerations.

C. LATE SUBMITTALS

It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked before the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposals. Proposals may not be submitted by facsimile or electronic mail.

D. RESPONSIVENESS

All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP issued by the City may reject the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion to waive minor administrative errors.

E. LEGAL AUTHORIZATION

All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.

F. INSURANCE COVERAGE

If a Proposer is selected, all insurance documentation will be provided to the City before the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

G. SUB-CONTRACTORS

Proposer shall identify any sub-contractors and describe the responsibilities that will be assigned to them about this service. The same level of references and background information required for Proposers shall be required of any sub-contractors.

H. ACCEPTANCE OF CONDITIONS

Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the Sample Contract Services Agreement, which shall be submitted with the proposal.

I. PUBLIC RECORD

All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the Proposer to withhold such records. Insofar as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. Concerning information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates, and the like that may be outlined in a proposal shall not constitute proprietary information nor shall any information readily available to the public or any other information not regarded as proprietary and confidential under federal or state law.

J. RIGHT TO REQUEST ADDITIONAL INFORMATION

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

K. ADDITIONAL SERVICES

The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.

L. CONFLICT OF INTEREST

By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer, or employee of tile City, during the time of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated, or future material benefit arising therefrom.

M. ADDITIONAL SERVICES

The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.

N. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS

<u>Confidential Information</u>

City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California

Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. The city will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following the City's issuance of the notice of intent to disclose; {ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees to indemnify, defend, and hold harmless the City, and its elected and appointed officials, officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to the City's representative regarding this RFP process. The City shall not be responsible for, nor be bound by any oral instructions, interpretations, or explanations issued by the City.

Certification

By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope, and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement, or connection with any other Proposer submitting a proposal for this RFP and is in all respects fair and without collusion or fraud so that all proposals will result from free, open, and competitive proposing among all Proposers.

Assignment and Guarantee

No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations.

Financial Responsibility for Proposal Cost

The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.

Reserving Rights

The City reserves the right to reject any proposals received as a result of this RFP. The city's potential award of a contract will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the Proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, quality of service, work history, and other factors which the City may consider relevant and important in determining which proposal is best for the City.

Discrimination

The Proposer or Contractor and all Sub-Contractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

Equal Opportunity

During the performance of the contract, Proposer agrees to the following:
Proposer shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all federal, State of California, County of Los Angeles, and City of Maywood laws and ordinances related to employment practices. Proposer shall not discriminate against any employee or applicant for employment based on race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Proposer.

1. The Proposer agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the Proposer, shall state that Proposer is an Equal Opportunity Employer.

Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend, and pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees, and agents from any liability of any nature or kind concerning the preparation or presentation of a proposal in response to this RFP.

Gratuity Prohibition

Proposer shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City to influence consideration of this proposal.

IV. SCOPE OF SERVICES

The selected Respondent shall provide the following scope of services as follows:

1. DEFINITIONS

For this Request, the following words are defined as follows:

i. **Fare** - Shall mean the fare paid by the customers to the Fixed Route Transit/Paratransit Service driver for the trip. The program is currently free to the riders. The city will set the fares.
ii. **Trip** - Shall mean the transport of a customer or customers from origin to destination, where the destination is defined as the point at which the customer or customers exit the vehicle

2. FIXED TRANSIT ROUTE OPERATIONS

The Contractor shall provide all facilities, equipment, supplies, services, and personnel necessary to operate the Maywood Express Fixed Route transit services unless specifically identified in this document.

Schedules

The fixed-route transit service operates per the printed schedule provided by the City. Schedules are printed with departure times at “time points” along the route. Schedules/Maps are attached. **(Exhibit A)**

Adjustments

Adjustments may include (but are not limited to) expanding or decreasing service hours, days of service, increasing or decreasing service areas, adjusting fares, and/or requiring reservations.

The contractor is required to make changes as requested within thirty (30) calendar days of the receipt of the notice. If the contractor cannot or elects not to make the changes requested, or costs cannot be agreed on, the City shall have the option of canceling the contract.

Hours of Operation

Fixed-route transit service operates IN THE CITY during the following hours:

Monday - Friday: 7:00 a.m. - 5:00 p.m.

Saturday: 7:00 a.m. - 3:00 p.m.

Sunday: The Maywood Express Shuttle does not operate on these days.

***The fixed-route transit service shall operate fifty-two weeks per year, excluding all holidays.**

Service Holidays

Fixed-route transit services do not operate on the following holidays:

- New Year's Day (first day of January)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (twenty-fifth day of December)

Required Driver Services (Fixed Route Transit)

In addition to operating the vehicle and performing a pre-trip inspection of the vehicle prior to operation, including cycling of the wheelchair ramp, fixed-route drivers are required to perform the following functions:

- Operate wheelchair lift and secure wheelchair passengers;
- Accurately input and maintain detailed passenger and trip information using daily run/trips sheet;
- When one or more individuals are standing at a City shuttle stop, drivers are to stop and announce the stop location and route – Passengers are not required to flag the driver down;
- Change destination sign information as needed;
- Hand out and collect on-board passenger surveys;
- Hand out service notifications and promotional gifts;
- Fill schedule holders daily before pullout; and
- Other data collection as necessary.

Charter Service

The contractor may, from time to time, be requested to provide special transportation services in addition to those described in this RFP. The Contractor shall provide this service under the same terms and conditions of the contract unless agreed to otherwise. The Contractor will not be allowed to use any vehicles for charter service unless directed to do so by the City. Examples of the City's possible approved charter services are:

- Transporting residents or employees during a declared emergency
- City of Maywood sponsored events

3. DIAL-A-RIDE - PARATRANSIT OPERATIONS

The Contractor shall provide all facilities, equipment, supplies, services, and personnel necessary to operate Dial-A-Ride service unless specifically identified in this document. (Approved Satellite Points) are attached. (Exhibit B)

Hours of Operation

Fixed-route transit service operates IN THE CITY during the following hours:

Monday - Friday:	7:00 a.m. - 5:00 p.m.
Saturday:	10:00 a.m. - 5:00 p.m.
Sunday:	6:00 a.m. – 3:00 p.m.

***The Dial-A-Ride service shall operate fifty-two weeks per year, including all holidays.**

Required Driver Services (Paratransit)

In addition to taking the passenger to and from their destination and performing a pre-trip safety inspection of vehicles, Dial-A-Ride drivers are required to perform the following functions:

- Help passengers with disabilities in and out of the vehicle
- Secure mobility devices, air tanks, and other disability-related equipment
- Ensure riders' safety belts are secure
- Operate wheelchair lift and secure wheelchair passengers
- Collect fares
- Input and maintain an accurate trip log(s)
- Submit timely "Unusual Occurrence Reports" to the City, after each out-of-ordinary incident occurring while in-service
- Hand out service notifications, passenger surveys, and promotional gifts
- Other data collection as needed

4) UNIVERSAL SERVICE CONDITIONS FOR PARATRANSIT AND TRANSIT

Eligible Users

The dial-a-ride service shall be available to City of Maywood residents who are: (a) At least sixty-two (62) years of age; or (b) disabled or (c) already enrolled in the Maywood Transportation Services Program as of June 2016. The term disabled is intended to include all who are unable to use public transit because of illness, injury, age, or other certified permanent disability. The shuttle service shall be available to all Maywood residents. (Trips to and from the YMCA are free to residents). Each participant is entitled to a maximum of 20 trips per month.

Maywood Express shuttle provides transportation services to all Maywood residents regardless of age and transit services for visitors from adjacent cities.

Identification

Each eligible resident who signs up to use the Dial-A-Ride service shall have a uniquely numbered identification card bearing his/her name.

Swipe Cards

The contractor will propose a swipe card system or conventional voucher Program. The cost of the swipe card system and/or administrator; the voucher program shall be built into the contractor's administrative charge, price per trip, and/or revenue hour service rate.

Dedicated Telephone Number

The contractor will maintain a dedicated telephone number for the exclusive use of the City of Maywood Fixed Route Transit/Paratransit Service. The contractor will have its dispatchers and other staff answer the line with the words "Maywood Dial-A-Ride" or (Program Name).

Calling for a Ride

When a resident embarks on a Transit/Paratransit Transportation Service trip, he or she must telephone for a ride and report their identification number to the dispatcher. When the traveler begins the ride, the resident must show the driver their identification card to confirm their eligibility. Failure to identify himself or herself as an eligible user of the Transit/Paratransit Service will cancel the trip.

Response Time

A Fixed Route Transit/Paratransit Service vehicle will arrive sometime during a thirty-minute "response window" that starts ten minutes after the client calls. Most trips shall arrive within 30-40 minutes.

Pick-Up and Drop-Off Standards

Vehicles will offer curb-to-curb service for ambulatory senior rides and door-to-door service for the disabled. In curb-to-curb cases, vehicles will arrive during a thirty-minute response window. In instances where riders cannot walk out to the curb but can walk as far as a driveway that is accessible to a vehicle, the driver will pull into the driveway to pick them up. In door-to-door instances, drivers will, if necessary, help disabled riders negotiate their exit from their dwellings by taking such actions as holding open a door, stepping a short way inside the dwelling to help with a wheelchair, or carrying a small package or handbag. Drivers are not expected to carry groceries into a dwelling.

Reservation Service

Patrons may reserve a trip up to a day in advance, specifying the time of pick-up and destination for a one-time-only trip. Recurring trips must be called in and confirmed the day before needed

Subscription Service

Patrons may schedule a standing pick-up for the same time daily or weekly. The contractor shall maintain a list of said appointments at its dispatch facility. In the event of contract termination, said list shall be provided to the City.

Aides for the Senior/Disabled

An aide may accompany each senior/disabled rider and shall not pay a fare. When reporting service data, the contractor shall report aides separately from eligible registered users.

Service Area

Eligible City residents may be picked up and transported within all incorporated areas of the City of Maywood and sites within a 2-mile radius of the City's borders with the exception of sites outside the city primarily used for non-essential retail uses. In addition, residents may be picked up from or transported to:

1) Kaiser Medical, 9333 Rosecrans Ave., Bellflower
2) Kaiser Medical, 7825 Atlantic Ave, Cudahy, CA 90201
3) Medical Offices, 9400 Rosecrans Ave., Bellflower
4) Briar Crest Nursing Center, 5648 E. Gotham St., Bell Gardens
5) US Veterans Center, 5400 E. Olympic Blvd., Commerce
6) Medical Offices, 8043 2nd Street, #105, Downey
7) PIH Medical Offices, 11411 Brookshire Ave., Downey
8) PIH Medical Offices, 11480 Brookshire Ave., Downey
9) PIH Health Hospital, 11500 Brookshire Ave., Downey
10) Medical Offices, 11525 Brookshire Blvd., Downey

11) Medical Offices, 8317 Davis St., Downey
12) Health Care Partners, 8311 Florence Ave., Downey
13) Downey Dialysis Center, 8630 Florence Ave., Downey
14) Kaiser Medical, 9333 E. Imperial Hwy., Downey
15) Kaiser Medical, 9449 Imperial Hwy., Downey
16) Care More Medical Group, 9040 Telegraph Rd, Downey
17) East Los Angeles Doctors Hospital, 4060 Whittier Blvd., LA
18) Martin Luther King Hospital, 1670 E. 120th St. L.A.
19) St. Francis Medical Center, 3630 E. Imperial Hwy., Lynwood
20) St. Francis Medical, 3621 Martin Luther King Blvd., Lynwood
21) Rancho Los Amigos, 7601 E. Imperial Hwy, Downey, Ca
22) Lynwood Medical, 3737 Martin Luther King Blvd, Lynwood

NOTE: The City may add/delete Satellite Facilities or Disallowed Sites at its discretion from time to time.

Maywood Express Transit and Paratransit Fares

The Dial-A-Ride charges a $1.00 fee for the trip. The Maywood Express is a no-cost program for its residents and adjacent cities. The City may change the fares at its discretion as needed.

Billing

The contractor will charge as proposed within the cost proposal. The contractor will invoice the City in detail and the City will have 30 days to pay any undisputed cost.

Shared Rides

The contractor will make every reasonable effort to create shared rides to minimize congestion and other costs to the City.

Management Reports

The contractor shall furnish a report with each month's billing giving standard boarding, trip, revenue, and cost statistics. The number of trips shall be reported separately from the number of riders transported. Additionally, any operational problems, accidents, incidents, passenger complaints, and any actions taken regarding the events. The contractor shall furnish additional reports regarding the service at the City's request.

- The Contractor shall notify the City of all accidents, both by telephone (within one hour) and in writing (by the close of the next business day). A fully investigated incident report outlining the details of each incident or accident including photos of any damage and cost estimates for all necessary repairs shall be provided within 72 hours of the accident.

FTA Required Reporting

Contractor shall conduct Fixed Route Transit/Paratransit services each year as directed by the Federal Transit Administration (FTA} National Transit Database (NTD), to statistically compute valid passenger mile data including generating NTD reports as required. The contractor shall ensure that all reported NTD data meets FTA requirements and definitions. The contractor shall adhere to the most recent NTD data collection procedures.

Complaint/Customer Service Program

Contractor employees must treat all customers with courtesy; avoid any argument and exercise patience, forbearance, and self-control under all conditions. Details regarding Customer/Complaint Programs are as followed:

- All complaints must be responded to by the Contractor within five (5) days of the time the complaint is received. The response shall be a form, which specifically addresses the complaint and explains the reason for the events, which caused the complaint.
- Contractor must investigate customer complaints, determine their validity, and respond to the customer. To adequately investigate customer complaints, the Contractor must provide sufficient resources to investigate each complaint, to determine whether the complaint is valid or not, and to respond to the customer appropriately within five (5) days.
- A copy of each letter sent by the Contractor responding to complaints, or complaint form used to respond by telephone, shall be sent to the City of Maywood.

Responsibility of Contractor

The contractor shall provide all management and operational functions necessary for the success of the Maywood Fixed Route Transit/Paratransit Service. The contractor must provide all vehicles, dispatch, drivers, insurance, fuel, and vehicle maintenance.

Records and Audits

The City, or any of its duly authorized representatives, upon reasonable written notice, shall have access, for audit and investigation, to any original books, documents, papers, and records of the Contractor which pertain to the service contract. The following record-keeping and audit control must be met:

- Contractor shall maintain financial records and reports relating to funds received during the contract
- Contractor shall maintain books, records, documents, and other accounting procedures and practices which reflect all costs of any nature expended in the performance during the contract
- Records shall be subject to audit or inspection by duly authorized City, County, State, or Federal personnel
- All financial records directly related to the work performed in this contract shall be made available to the City upon request

The retention of records by the contractor, as mentioned in the Southern California Region, is for four (4) years after the final payment under the contract.

Flag Downs

Flag downs by passengers are not allowed at any time.

5) QUALIFICATIONS OF CONTRACTOR

A contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service.

The contractor must:

1. Be a transportation organization experienced in the provision of transit, shuttle, or social service transportation services.
2. List the major relevant projects in which your firm has participated in either a lead or a support role; state the degree of involvement. A minimum of three (3) references from current clients or clients served within the last three years is required for review.
3. Furnish brief resumes of the designated project manager and key project personnel.
4. Be a privately owned transportation company.
5. Be financially sound.
6. Provide two years of financial statements.
7. Be able to commit enough vehicles to the Maywood Fixed Route Transit /Paratransit Service to be able to handle the highs and

lows of the demand without subcontracting. The contractor can propose to sub-contract wheelchair van trips.

6) LIAISON

The contractor shall coordinate closely with the City and relevant municipalities, agencies, and interest groups on all city transportation program matters and operation status. Under no circumstances shall Contractor represent or speak on behalf of the City. The contractor shall attend meetings with the City as requested. A contractor may be required to make presentations at community or service club-type meetings.

7) DRIVER QUALIFICATIONS

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public helpfully and courteously, bilingual in Spanish, basic information about the route and the City of Maywood, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the *Americans with Disabilities Act.*

- Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securement systems, as well as other equipment which they may be expected to use in Fixed-Route and Dial-A-Ride Services.
- Vehicle operators may not request or in any way solicit tips from customers. Tips may be accepted if offered; however, any operator receiving more than one complaint about solicitation of tips will be removed from the program.

All drivers performing the Fixed Route Transit and Paratransit Service shall meet the following minimum qualifications:

1. Be legally licensed to operate in Maywood per requirements listed in theMaywood Municipal Code.
2. Not have been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
3. Be alert, clean, careful, courteous, sober, drug-free, and competent in drivingskills.
4. Able to handle complaints and problems as required.

5. Be dressed in an acceptable professional uniform, clean and neat appearances (i.e., white shirt, long dark pants, no open-toed sandals, and no tank tops).
6. Meet all City, County, State, and Federal requirements.

8) DRUG TESTING

The Contractor shall conduct an ongoing drug and alcohol testing program which shall meet state and federal standards and is consistent with the requirements in the Maywood Municipal Code and may include a driving test, test on incident or accident, test on reasonable suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms. A list of testing laboratories shall be provided to the city and all employees tested.

9) SAFETY

The contractor shall have an ongoing safety program that promotes and rewards safe driving. Please attach a description of a comprehensive safety plan that the proposer has adopted and that demonstrates the proposer's commitment to safe transportation. The Contractor shall provide the name of a person trained and designated as the safety coordinator who shall report to the City as requested on safety issues and accident statistics as requested.

10) VEHICLE CLEANING MANAGEMENT

The contractor is required to maintain the inside and outside appearance of vehicles in a neat, safe, and operable condition. Such cleaning shall include the removal of dirt, debris, and graffiti. All vehicles used in revenue service must be cleaned daily. The interior shall be swept, dusted, and wiped down. Any damage to seat upholstery shall be repaired as soon as possible. Any bodily “releases” must be thoroughly cleaned and sanitized before vehicles can be returned to revenue service. Contractor is also to adhere to federal, state, and local health orders as well as Centers for Disease Control and Prevention (CDC) guidelines regarding health and safety threats.

- The City of Maywood may, at its discretion, perform with or without prior notice to Contractor inspections of vehicles to ensure proper cleaning and vehicle maintenance procedures are being employed.

11) VEHICLE MAINTENANCE AND EQUIPMENT

All vehicles and vehicle equipment shall be maintained by the Contractor in good repair and a condition satisfactory to the City. The contractor shall assume all responsibility for the proper maintenance of the vehicles. It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition.

The Contractor, at its sole cost and expense, shall provide lubricants, parts, repairs, paint, supplies, labor, road-call services, and all other necessary equipment required for the maintenance and operation of the vehicles and equipment utilized in providing contracted transit and paratransit services.

The following Maintenance and Equipment conditions are as followed:

a) Vehicles shall be easily recognized and marked as the Maywood Dial-A-Service and Maywood Express name.
b) Vehicles shall be maintained on ***preventative maintenance inspections*** and ***regular preventative maintenance inspections***. Servicing shall occur at a minimum of every 5,000 miles.
c) Inspection of all service vehicles shall be completed after its daily service to ensure all lights are functioning, all seating is secure, and that all tires, wheels, lugs, air brake systems.
d) The contractor should specify its preventative maintenance program for all its service vehicles. (i.e., Wheelchair lift, mechanical, electrical. Hydraulic or other operating systems)
e) Vehicle maintenance records shall be kept for at least one (1) year and/or as required by the California Highway Patrol. The contractor shall provide copies of the completed preventative maintenance checklists to the City.

    1) Wheelchair-accessible vehicles shall be available within the same service parameters as regular shuttle service. The wheelchair-accessible vehicles **shall meet all requirements** of the ***1990 Americans with Disabilities Act (ADA)*** and all applicable amendments thereto. (Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts)
    2) Each vehicle shall be equipped with a mobile data terminal or tablet for receiving rider information.
    3) The proposer shall submit sample design layouts of typical vehicles to be used in the proposed service.
    4) Maintenance records shall be made available to the City upon request.

12) <u>DISPATCHING</u>

The contractor shall provide a dedicated telephone number, which shall be answered with the words "Maywood Dial-A-Ride" or (Name of Fixed-Route Transit and Paratransit Service)". The contractor shall provide dispatching twenty-four (24) hours per day. The dispatchers will be courteous and patient with all customers.

13) <u>DESIGNATED PROJECT MANAGER</u>

The contractor commits to maintaining throughout the term of the contract a project manager. Should the Contractor s project manager no longer be available to administer the contract, the City of Maywood reserves the right to terminate the contract immediately.

14) <u>PAYMENT</u>

The contractor shall invoice the City monthly, submitting all management reports along with its invoice. The City shall pay the contractor within a reasonable time from receipt of invoice, in a manner consistent with the City's normal accounts payable practices.

15) <u>PLANNING AND MARKETING</u>

The successful proposer shall participate with the City in the design and implementation of changes in the service's operating characteristics. Recognizing the Proposer's expertise, the successful proposer shall be requested to inform the City of any observations regarding modifications to the service routing, scheduling, marketing, etc. for purposes of improving the service.

It is noted that marketing costs should be included in the proposer's cost for this contract. The City will not address marketing efforts separately and no additional compensation will be allowed.

16)<u>FEES PERMITS TAXES AND CERTIFICATES</u>

The Contractor shall have the sole. obligation to pay all, license fees, assessments, and taxes, including but not limited to use, sales, property, or other taxes, plus penalties and interest which may be imposed on the contractor as a result of the work under the contract.

- The Contractor **<u>must</u>** obtain a business license from the city.
- The Contractor **<u>must</u>** obtain any adjoining City that requires a license within the service parameters

17) <u>INSURANCE REQUIREMENTS</u>

With respect to performing work under this agreement. The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the

City Clerk's office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements.

Contractor shall maintain insurance from a company acceptable to City as described below:

A. ***Worker's Compensation insurance*** with State of California statutory limits and employer's liability insurance with limits of not less than $1,000,000.00 per accident and $1,000,00.00 per disease.
B. ***Comprehensive general liability insurance*** with a combined single limit of no less than $1,000,000.00 per occurrence.
C. ***Comprehensive auto liability insurance*** with a combined single limit of no less than $1,000,00.00 per occurrence. Such insurance shall:
    - Include coverage of all vehicles used in this service.
    - Name the City, its elected and appointed officials, officers, employees, and agents as additional insured.
    - Be primary for all purposes.
    - Contain standard cross-liability provisions.

The proposer or contractor shall:

1. Furnish a statement of insurance with the proposal describing to what extent they meet these requirements by types and amounts of coverage or provide copies of certificates of insurance already in place which meet the minimum requirements;
2. Furnish properly executed certificates of insurance to City prior to the start of work under this agreement such certificates shall evidence all coverage required above and provide that such insurance shall not be materially changed, terminated, or allowed to expire except **thirty (30) days** prior written notice to City; and
3. Maintain such insurance from the time work first starts until completion of the work under this agreement.

18) <u>REQUIRED FORMS</u>

The proposal shall be valid for ninety (90) calendar days from the submittal date. If this offer is accepted within that period, the Proposer agrees to furnish all services and items as stipulated in the Request for Proposal (RFP) and any accompanying addenda.

The Maywood Fixed Route Transit and Paratransit passengers shall pay a set fare per trip. The proposer would invoice the City for each trip at the municipally approved cab meter rate in effect at that time plus the administration charge.

Failure to submit all required forms and certifications duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

V. SCHEDULE

	Deadlines
Release of Requests for Proposals	March 31, 2022
Submittal of Questions	April 08, 2022, by 3:00 pm
Response to Questions	April 14, 2022, by 5:00 pm
Proposal Due Date	April 21, 2022, by 5:00 pm
Proposal Review/Evaluation	Week of April 25, 2022
Optional Interview (if required)	Week of May 02, 2022
Tentative award of contract	May 2022
Tentative Start date	July/August 2022

* These dates are anticipated and may change.

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at www.cityofmaywood.org. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All respondents interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes or responses to written inquires and will be distributed to all interested contractors. To get on the list please email shirley.quinones@cityofmaywood.org.

VII. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: **Administrative Analyst, Miguel Leon, miguel.leon@cityofmaywood.org**. The date and time when questions must be submitted are shown in “Section V-Schedule” of this RFP. Questions with their answers will be posted on the City website by the date and time set forth in this RFP.F

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements, and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide one electronic copy and (3) three copies of the proposal (two bound and one unbound), single-sided.

All proposal submittals shall be mailed or delivered and received by the City no later than April 21, 2022, at 5:00 p.m. addressed as follows:

City of Maywood
City Clerk's Office
Attention: Shirley Quinones
4319 Slauson Avenue
Maywood, CA 90270

For delivery purposes, the City Clerk's phone number for the City is (323) 562-5714. In addition to the submission of the hard copies of the proposal, Respondents shall also submit one electronic copy (searchable PDF format) by the same date and time to NAME AND EMAIL ADDRESS.

IX. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization, and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
    a. Provide a cover letter including the Respondent's name, address, and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
    b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated

representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").

c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.

2. Table of Contents

a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Experience and Qualifications

a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor, and capacity) available to provide services under this RFP from the first day at the start of the work.

b. Provide a summary of Respondent's qualification and experience with providing the requested service for a municipality. At a minimum, Respondent should have at least three (3) years of consecutive experience.

c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include the name of the organization, contact name, telephone number, and email address.

d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training, and related experience and their proposed roles for this contract.

e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.

f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.

4. Approach to Scope of Services

a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.

b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.

c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

1. Detailed Cost Proposal

a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e., unit, hourly or flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services.

b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.

c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.

X. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 2) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance with such terms unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

XI. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e., visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be caused to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the city, its departments, its officers, employees, or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery, or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, request and consider additional information from any proposer, and waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provide the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City’s final selection will not be dictated by any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high-quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
   a. Quality and completeness of proposal
   b. Qualifications and experience of the proposer, including experience and qualifications of key personnel and staff
   c. Similar experience and expertise in the type of work required, with the City or with other public agencies
   d. Demonstrated understanding of the scope of services requested as well as the capacity of respondent
   e. References
   f. Financial stability of proposer
   g. Cost to the City
   h. Oral interviews, if applicable.
   i. Any other factors determined by the City to be relevant to the performance of these services.

XIV. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XV. AWARD OF CONTRACT

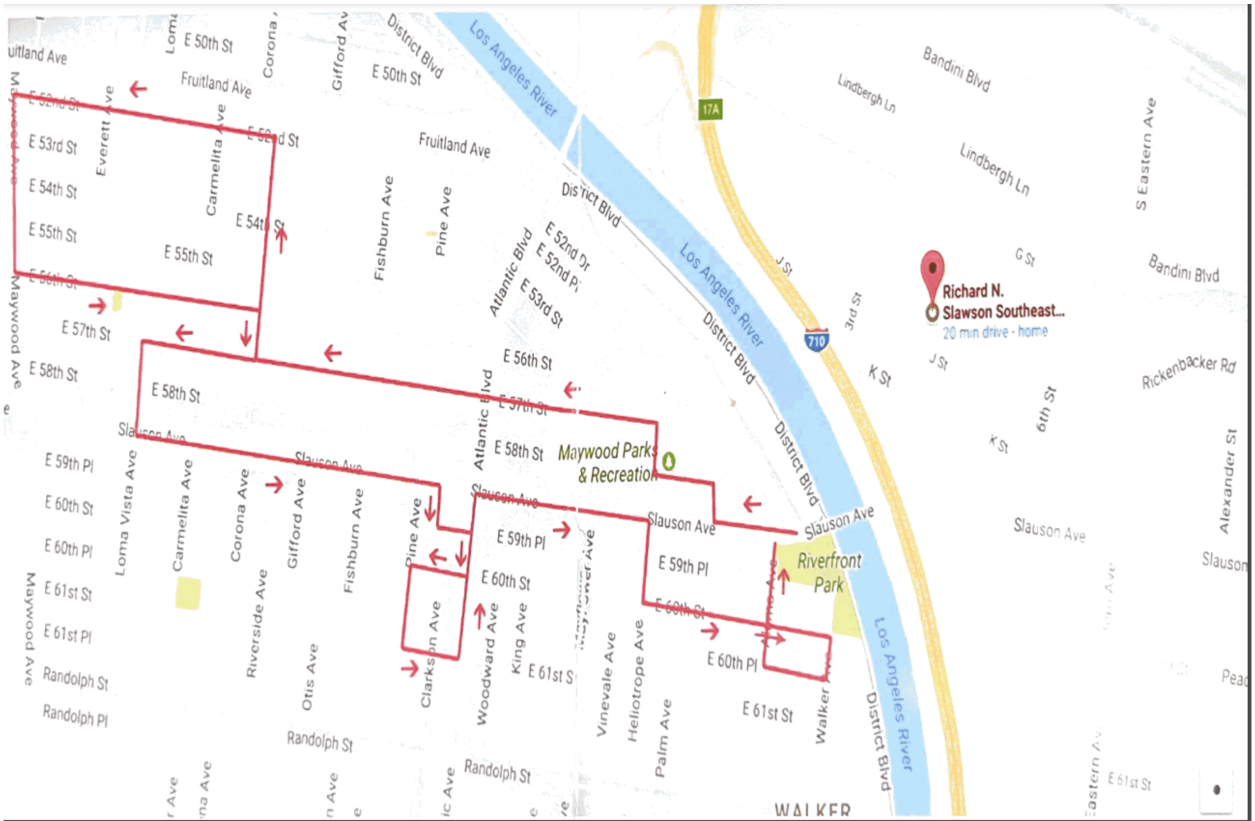
Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations or a recommendation of an award by the evaluation committee or any other party does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVI. ATTACHMENTS

Attachment 1. Maywood Express Transit Route Map
Attachment 2. Dial- A-Ride Approved Satellite Points

ATTACHMENT 1

Maywood Express Transit Route Map



Maywood Express fixed-route transit system servicing in the following stop sections:

1. Slauson Ave At Loma Vista (in front of Jack in the Box)
2. Slauson Ave at Fishburn Ave
3. Atlantic Blvd at Slauson Ave (in front of Food 4 Less Market)
4. 61st St at Clarkson Ave (near Vista Adult Day Care Center)
5. Slauson Ave at Mayflower Ave
6. Heliotrope Ave near Slauson Ave (Iglesia Del Nazareno)
7. 60th St at Woodlawn Ave
8. 60th St at Walker Ave
9. Alamo Ave at Slauson Ave (next to Riverfront Park)
10. 58th St at Heliotrope Ave (Maywood YMCA)
11. 57th St at Atlantic Blvd
12. 57th St and King Ave
13. 57th St at Fishburn Ave
14. 57th St at Corona Ave
15. Corona Ave at 55th St
16. 52nd St at Corona Ave (in front of a convenience store)
17. 52nd St at Loma Vista Ave
18. Maywood Ave at 53rd St
19. Maywood Ave at 56th St (at Benito Juarez Park)
20. 56th St at Pixley "Bunny" Park
21. 57th St at Carmelita Ave

ATTACHMENT 2

Dial-A-Ride Approved Satellite Points

1) Kaiser Medical, 9333 Rosecrans Ave., Bellflower
2) Kaiser Medical, 7825 Atlantic Ave, Cudahy, CA 90201
3) Medical Offices, 9400 Rosecrans Ave., Bellflower
4) Briar Crest Nursing Center, 5648 E. Gotham St., Bell Gardens
5) US Veterans Center, 5400 E. Olympic Blvd., Commerce
6) Medical Offices, 8043 2nd Street, #105, Downey
7) PIH Medical Offices, 11411 Brookshire Ave., Downey
8) PIH Medical Offices, 11480 Brookshire Ave., Downey
9) PIH Health Hospital, 11500 Brookshire Ave., Downey
10) Medical Offices, 11525 Brookshire Blvd., Downey
11) Medical Offices, 8317 Davis St., Downey
12) Health Care Partners, 8311 Florence Ave., Downey
13) Downey Dialysis Center, 8630 Florence Ave., Downey
14) Kaiser Medical, 9333 E. Imperial Hwy., Downey
15) Kaiser Medical, 9449 Imperial Hwy., Downey
16) Care More Medical Group, 9040 Telegraph Rd, Downey
17) East Los Angeles Doctors Hospital, 4060 Whittier Blvd., LA
18) Martin Luther King Hospital, 1670 E. 120th St. L.A.
19) St. Francis Medical Center, 3630 E. Imperial Hwy., Lynwood
20) St. Francis Medical, 3621 Martin Luther King Blvd., Lynwood
21) Rancho Los Amigos, 7601 E. Imperial Hwy, Downey, Ca
22) Lynwood Medical, 3737 Martin Luther King Blvd, Lynwood

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 7.

DATE:	March 23, 2022
TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	JENNIFER VASQUEZ, CITY MANAGER
BY:	HRANT MANUELIAN, FINANCE DIRECTOR
SUBJECT:	ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2021

RECOMMENDATION:
Staff recommends that the City Council receive and file the Annual Financial Report and Single Audit Report for the fiscal year ended June 30, 2021.

BACKGROUND:
The City retained Van Lant & Fankhanel, LLP, an independent Certified Public Accounting firm to perform the financial statement audit for fiscal year ended June 30, 2021. The auditor has issued an "unqualified" or clean opinion that the financial statements present fairly, in all material respects, the financial position and activities of the City.

The Annual Financial Report for the fiscal year ended June 30, 2021 and was issued on February 4, 2022. The Annual Financial Report includes the audited financial statements, the independent auditors' opinion, and detailed financial information along with the accompanying notes. The General Fund is the primary operating fund of the City. The following is a summary of FY 20-21 budget vs. actuals.

	FY20-21 adopted	FY 20-21 Actuals	FY 20-21 Variance
Beginning Fund Balance	3,744,446	3,744,446	-
Revenues	10,597,200	15,045,635	4,448,435
Expenditures	10,566,073	12,617,658	2,051,585
Net transfer to other funds	587,000	-	(587,000)
Ending Fund balance	4,362,573	6,172,423	1,809,850

Actual revenues were $4,448,435 more than budgeted. The increase in revenues is primarily due to increased sales tax revenues as a result of a strong cannabis sales tax collected by the City. Operating expenditures were $2,051,585 more than budgeted primarily due to investments in the Section 115 trust funds for both the Other Post Employment Benefits and CalPERS liabilities. These are treated as expenditures due to special accounting rules. The City put $1 million in each fund during Fy 20/21.

The actual fund balance for the General Fund was better than budgeted for by $1,809,850.

DISCUSSION:

<u>Other Auditor Reports</u>

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The auditor identified 1 deficiency that is considered to be a material weakness and 2 findings that are considered to be significant deficiencies. A significant deficiency is considered to be less severe than a material weakness.

Material Weakness

1. Parking Citations and Permit Collections - The auditor noted that the City had not collected all revenues from its third-party vendor relating to parking permits and citations. City management has since worked with the vendor and also reviews receipts collected on a monthly basis for reasonableness.

Significant Defiencies

1. Accuracy of Accounting Records – The auditors noted several material adjusting entries to the City's accounting records, mainly the item noted above. The finance staff is working to create a review process for the year-end close to ensure that all entries and adjustments are properly posted.
2. Issuance of Building Permits – This is a continuation of the findings from the prior year. The Auditor has noted that there is no reconciliation between the City's building permit system and the general ledger since they are two separate systems. The finance staff is working with the building department to create a reconciliation between the two systems. There is a new software system being used by the building department and finance staff will work with the building department to create a reconciliation between the two systems.

The finance team is committed to addressing these findings to ensure that they are corrected for the next audit.

Audit Conclusion

This letter is addressed to the City Council and includes the following comments;

- Management's estimates were reasonable, and the auditor had no disagreements with management.
- The auditor did not encounter significant difficulties in dealing with management in performing and completing the audit.
- Material misstatements detected by the audit were corrected by management.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this staff report.

ATTACHMENT(S)

1. Maywood Financial Statements FY 2021
2. Maywood Internal Control Report FY 2021
3. Maywood Audit Conclusion Letter FY 2021

CITY OF MAYWOOD

ANNUAL FINANCIAL REPORT

Year Ended June 30, 2021

City of Maywood
Annual Financial Report
Year Ended June 30, 2021

Table of Contents

Van Lant & Fankhanel, LLP
Certified Public Accountants

Independent Auditor's Report

The Honorable City Council
City of Maywood, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Maywood (City), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Van Lant & Fankhanel, LLP
29970 Technology Drive, Suite 105 A
Murrieta, CA 92563
909.856.6879

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Maywood, as of June 30, 2021, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As reported in the financial statements, in fiscal year 2020-21, the City adopted new accounting guidance, *GASBS No. 84, Fiduciary Activities.* Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented in the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context.

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the City's basic financial statements. The schedules listed in the Supplementary Information section of the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedules listed in the Supplementary Information section of the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules listed in the Supplementary Information section of the table of contents are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated February 4, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Van Lant & Fankhanel, LLP

February 4, 2022

BASIC FINANCIAL STATEMENTS

City of Maywood
Statement of Net Position
June 30, 2021

	Governmental Activities
ASSETS	
Cash and Investments	$ 12,354,707
Receivables:	
Accounts	560,542
Due from Other Governments	100,414
Interest Receivable	4,196
Taxes Receivable	2,359,987
Due from Successor Agency	30,973
Prepaid Costs	29,299
Restricted Cash and Investments	1,029,890
Cash and Investments with Fiscal Agent	266,074
Capital Assets, Not Depreciated	5,700,983
Capital Assets, Depreciable, Net	25,786,655
Total Assets	48,223,720
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Outflows Related to OPEB	1,892,316
Deferred Outflows Related to Pensions	3,840,359
Total Deferred Outflows of Resources	5,732,675
LIABILITIES	
Accounts Payable and Accrued Liabilities	1,566,610
Deposits Payable	3,697
Interest Payable	60,433
Unearned Revenue	174,723
Payable to Successor Agency	2,600,000
Noncurrent Liabilities:	
Due Within One Year	705,588
Due in More Than One Year	31,067,881
Total Liabilities	36,178,932
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflows Related to OPEB	807,245
Deferred Inflows Related to Pensions	1,105,807
Total Deferred Inflows of Resources	1,913,052
NET POSITION	
Net Investment in Capital Assets	28,897,638
Restricted For:	
Public Works	3,267,189
Community Development	4,171
Street Lighting	331,728
Debt Service	266,074
Unrestricted	(16,902,389)
Total Net Position	$ 15,864,411

The accompanying notes are an integral part of this statement.

City of Maywood
Statement of Activities
Year Ended June 30, 2021

		Program Revenues			Net (Expenses) Revenues and Changes in Net Position
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Contributions and Grants	Governmental Activities
Governmental Activities:					
General Government	$ 3,041,319	$ 255,126	$ 299,811	$ -	$ (2,486,382)
Public Safety	6,334,921	471,798	156,727	-	(5,706,396)
Community Development	1,867,199	-	200,560	-	(1,666,639)
Parks and Recreation	583,359	1,012	-	-	(582,347)
Public Works	4,164,147	512,016	900,473	2,041,856	(709,802)
Interest and Fiscal Charges	180,979	-	-	-	(180,979)
Total Governmental Activities	$ 16,171,924	$ 1,239,952	$ 1,557,571	$ 2,041,856	(11,332,545)

General Revenues:	
Taxes:	
Property taxes, Levied for General Purposes	2,220,347
Transient Occupancy Taxes	77,468
Sales Taxes	7,253,909
Franchise Taxes	480,117
Utility User Taxes	1,118,937
Motor Vehicle in Lieu, Unrestricted	3,134,656
Use of Money and Property	124,305
Forgiveness of Long-term Debt	1,922,627
Other	130,794
Total General Revenues	16,463,160
Change in Net Position	5,130,615
Net Position - Beginning of Year	10,733,796
Net Position - End of Year	$ 15,864,411

The accompanying notes are an integral part of this statement.

City of Maywood
Balance Sheet
Governmental Funds
June 30, 2021

	General Fund	Special Revenue Gas Tax	Other Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and Investments	$ 6,474,256	$ 2,045,008	$ 3,835,443	$ 12,354,707
Restricted Cash	1,029,890	-	-	1,029,890
Cash with Fiscal Agents	266,074	-	-	266,074
Receivables:				
Accounts	466,275	94,267	-	560,542
Due from Other Governments	-	-	100,414	100,414
Interest	1,952	532	1,712	4,196
Taxes Receivable	2,359,987	-	-	2,359,987
Due from Other Funds	36,328	-	-	36,328
Due from Successor Agency	30,973	-	-	30,973
Prepaid Costs	27,799	-	1,500	29,299
Total Assets	$ 10,693,534	$ 2,139,807	$ 3,939,069	$ 16,772,410
LIABILITIES				
Accounts Payable	$ 1,155,917	$ 210,733	$ 113,050	$ 1,479,700
Accrued Liabilities	37,746	6,300	42,864	86,910
Due to Other Funds	-	-	36,328	36,328
Deposits	3,697	-	-	3,697
Unearned Revenue	174,723	-	-	174,723
Payable to Successor Agency	2,600,000	-	-	2,600,000
Total Liabilities	3,972,083	217,033	192,242	4,381,358
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenues - Taxes	549,028	-	-	549,028
Total Deferred Inflows of Resources	549,028	-	-	549,028
FUND BALANCES				
Nonspendable	27,799	-	1,500	29,299
Restricted	266,074	1,922,774	3,745,327	5,934,175
Unassigned	5,878,550	-	-	5,878,550
Total Fund Balances	6,172,423	1,922,774	3,746,827	11,842,024
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 10,693,534	$ 2,139,807	$ 3,939,069	$ 16,772,410

The accompanying notes are an integral part of this statement.

City of Maywood
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
June 30, 2021

Fund Balances of Governmental Funds	$ 11,842,024
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets of governmental activities are not financial resources and, therefore, are not reported in governmental funds.	
Capital Assets	74,126,764
Accumulated Depreciation	(42,639,126)
Revenues not received soon enough after year-end to be considered available are deferred in the funds. The availability criteria does not apply to the government-wide financial statements.	549,028
Interest expenditures are recognized when due, and therefore, interest payable is not recorded in the governmental funds.	(60,433)
Amounts for deferred inflows and deferred outflows related to the City's Net Pension and OPEB Liabilities are not reported in the funds:	
Deferred Outflows Related to Pensions	3,840,359
Deferred Inflows Related to Pensions	(1,105,807)
Deferred Outflows Related to OPEB	1,892,316
Deferred Inflows Related to OPEB	(807,245)
Long-term liabilities are not due and payable in the current period and are not reported in the funds.	
2008 Refunding Bonds	(2,590,000)
Compensated Absences	(67,539)
Total OPEB Liability	(2,802,308)
Net Pension Liability	(18,863,114)
CJPIA Payable	(7,450,508)
Net Position of Governmental Activities	$ 15,864,411

The accompanying notes are an integral part of this statement.

City of Maywood
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2021

	General Fund	Special Revenue Gas Tax	Other Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
Taxes	$ 10,310,638	$ 1,128,487	$ 1,670,237	$ 13,109,362
Licenses and Permits	507,837	-	-	507,837
Intergovernmental	3,304,467	-	853,148	4,157,615
Charges for Services	213,203	-	215,145	428,348
Use of Money and Property	107,442	3,781	13,081	124,304
Fines and Forfeitures	471,798	-	-	471,798
Miscellaneous	130,250	-	-	130,250
Total Revenues	15,045,635	1,132,268	2,751,611	18,929,514
EXPENDITURES				
Current:				
General Government	4,118,530	-	-	4,118,530
Public Safety	6,164,813	-	156,727	6,321,540
Community Development	1,539,078	-	328,121	1,867,199
Parks and Recreation	341,971	-	-	341,971
Public Works	-	1,875,937	659,278	2,535,215
Capital Outlay	201,470	-	536,088	737,558
Debt Service:				
Principal	70,000	-	-	70,000
Interest and Fiscal Charges	181,796	-	-	181,796
Total Expenditures	12,617,658	1,875,937	1,680,214	16,173,809
Excess (Deficiency) of Revenues Over Expenditures	2,427,977	(743,669)	1,071,397	2,755,705
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Change in Fund Balances	2,427,977	(743,669)	1,071,397	2,755,705
Fund Balances - Beginning of Year	3,744,446	2,666,443	2,675,430	9,086,319
Fund Balances - End of Year	$ 6,172,423	$ 1,922,774	$ 3,746,827	$ 11,842,024

The accompanying notes are an integral part of this statement.

City of Maywood
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended June 30, 2021

Net Change in Fund Balances - Total Governmental Funds	$ 2,755,705
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense or are allocated to the appropriate functional expense when the cost is below the capitalization threshold. The activity is reconciled as follows:	
Cost of assets capitalized	397,125
Depreciation expense	(1,603,272)
Revenues not received soon enough after year-end to be considered available are deferred in the funds. The availability criteria does not apply to the government-wide financial statements.	450,398
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	70,000
The amounts below included in the Statement of Activities do not provide (require) the use of current financial resources and, therefore, are not reported as revenues or expenditures in governmental funds (net change):	
Net Pension Liability	(739,645)
Compensated Absences	(8,958)
Total OPEB Liability	78,025
CJPIA Liability	(7,450,508)
Amounts for deferred inflows and deferred outflows related to the City's Net Pension and OPEB Liabilities are not reported in the funds. This is the net change in deferred inflows and outflows related to these liabilities:	
Deferred Outflows Related to Pensions	429,031
Deferred Inflows Related to Pensions	226,963
Deferred Outflows Related to OPEB	1,611,058
Deferred Inflows Related to OPEB	(576,942)
Accrued interest on bonds is not recorded in the governmental funds. This is the net change in accrued interest for the current period.	817
Claims payable expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. The following represents the net change:	9,490,818
Change in Net Position of Governmental Activities	$ 5,130,615

The accompanying notes are an integral part of this statement.

City of Maywood
Statement of Net Position
Fiduciary Funds
June 30, 2021

	Successor Agency Private-purpose Trust Fund	Custodial Funds
ASSETS		
Cash and Investments	$ -	$ 109,699
Interest Receivable	20,892	-
Land Held for Resale	1,780,000	-
Total Assets	1,800,892	109,699
LIABILITIES		
Accounts Payable	-	-
Accrued Liabilities	2,092	-
Due to the City of Maywood	30,973	-
Deposits Payable	-	-
Pass-through Payable	-	-
Interest Payable	227,302	-
Bonds Payable	13,833,637	-
Total Liabilities	14,094,004	-
NET POSITION		
Held in Trust for Successor Agency	(12,293,112)	-
Held for Other Organizations	-	109,699
	$ (12,293,112)	$ 109,699

The accompanying notes are an integral part of this statement.

City of Maywood
Statement of Changes in Net Position
Fiduciary Funds
Year Ended June 30, 2021

	Successor Agency Private-purpose Trust Fund	Custodial Funds
ADDITIONS		
Taxes	$ 1,238,357	$ -
Contributions from City	67,243	-
Investment Income	1,359	5
Total Additions	1,306,959	5
DEDUCTIONS		
Administrative Costs	52,896	-
Interest on Bonds	537,832	-
Total Deductions	590,728	-
Change in Net Position	716,231	5
Net Position - Beginning of Year, restated	(13,009,343)	109,694
Net Position - End of Year	$ (12,293,112)	$ 109,699

The accompanying notes are an integral part of this statement.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Maywood, California (City) have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to government units. The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City's more significant accounting policies are described below.

A) Reporting Entity

The City of Maywood was incorporated on September 2, 1924, under the laws of the State of California and enjoys all the rights and privileges applicable to a General Law City. It is governed by an elected five-member board.

As required by generally accepted accounting principles, these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The City is considered to be financially accountable for an organization if the City appoints a voting majority of that organization's governing body and the organization is able to provide specific financial benefits to or impose specific financial burdens on the City. The City is also considered to be financially accountable if that organization is fiscally dependent (i.e., it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without approval from the City). In certain cases, other organizations are included as component units if the nature and significance of their relationship with the City are such that their exclusion would cause the City’s financial statements to be misleading or incomplete.

All of the City’s component units are considered to be blended component units. Blended component units, although legally separate entities, are, in substance, part of the City’s operations and so data from these units are reported with the interfund data of the City. The following organizations are considered to be component units of the City:

Maywood Financing Authority

The Maywood Financing Authority ("Authority") is a joint exercise of powers authority organized and existing under and by virtue of the Joint Exercise of Powers Act. The City and the Commission formed the Authority by the execution of a joint exercise of powers agreement dated as of October 25, 1988. Pursuant to the Joint Exercise of Powers Act, the Authority is authorized to issue revenue bonds to provide funds to make loans to public entities; such revenue bonds are to be repaid from the repayments of such loans. The Authority is governed by a five-member Board which consists of all members of the City Council. The Mayor of the City is the Chairperson of the Authority. The City's Chief Administrative Officer (CAO) acts as the Executive Director, the City Clerk acts as the Secretary and the Finance Director of the City acts as the Treasurer of the Authority. Separate financial statements of the Authority are not prepared.

B) Measurement Focus and Basis of Accounting

The financial statements of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Government-wide Financial Statements: The government-wide financial statements display information about the reporting government as a whole, except for its fiduciary activities. These statements include the governmental activities of the primary government (including its blended component units). For the most part, the effect of interfund activity has been removed from these statements.

Government-wide financial statements are presented using the *economic resources measurement focus and accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. The basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement No. 33.

Program revenues include charges for services and payments made by parties outside the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

Fund Financial Statements: The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental and fiduciary funds are presented after the government-wide financial statements. These statements display information about major funds individually and nonmajor funds in the aggregate for governmental funds. Fiduciary statements include financial information for fiduciary funds and similar component units. Fiduciary funds of the City primarily represent assets held by the City in a custodial capacity for other individuals or organizations.

Governmental Funds: Governmental funds are presented using the *modified-accrual basis of accounting* in the fund financial statements. Revenues are recognized when they become *measurable* and *available* as net current assets. *Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. The City uses an availability period of 60 days.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Sales taxes, property taxes, franchise taxes, gas taxes, motor vehicle in lieu, transient occupancy taxes, grants and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period to the extent normally collected within the availability period. Other revenue items are considered to be measurable and available when cash is received by the government.

Revenue recognition is subject to the *measurable* and *available* criteria for the governmental funds in the fund financial statements. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). *Locally imposed derived tax revenues* (special assessments) are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. *Imposed nonexchange* (special fees) transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary nonexchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

Governmental funds are presented using the *current financial resources measurement focus* in the fund financial statements. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered "available spendable resources," since they do not represent net current assets.

Due to the nature of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as *expenditures* in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *other financing sources* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

C) Fund Classifications

The funds designated as major funds are determined by a mathematical calculation consistent with GASB 34. The City reports the following major governmental funds:

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

General Fund
This fund is used to account for resources traditionally associated with governments, which are not legally required, or by sound financial management, to be accounted for in another fund.

Gas Tax Special Revenue Fund
This fund is used to account for the revenues and expenditures of the City's proportionate share of gas tax monies collected by the State of California which are used for street construction and maintenance.

Additionally, the City reports the following fund types:

Fiduciary Fund Financial Statements
Fiduciary Fund Financial Statements include a Statement of Net Position and Statement of Changes in Fiduciary Net Position. The fiduciary fund is used to report assets held in a trustee or agency capacity for others and therefore are not available to support City programs. Since these assets are being held for the benefit of a third party, these funds are not incorporated into the government-wide statements.

The City's fiduciary funds include a custodial fund and private-purpose trust fund. The custodial fund uses the accrual basis of accounting to account for developer deposits. The private-purpose trust fund accounts for the wind-down activities of the Maywood Community Development Commission.

D) Investments

Investments are reported in the accompanying balance sheet at fair value, except for nonparticipating certificates of deposit and investment contracts that would be reported at cost because they are not transferable and they have terms that are not affected by changes in market interest rates.

Changes in fair value that occur during a fiscal year are recognized as *investment income* reported for that fiscal year. *Investment income* includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity, or sale of investments.

The City pools cash and investments of all funds, except for assets held by fiscal agents. Each fund's share in this pool is displayed in the accompanying financial statements as *cash and investments.* Investment income earned by the pooled investments is allocated to the various funds based on each fund's average cash and investment balance.

E) Interfund Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans), or "advances to/from funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “"due to/from other funds."

F) Prepaid Costs

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Nonspendable fund balances are reported in the governmental funds for amounts equal to the prepaid items since these amounts are not available for appropriation.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

G) Capital Assets

Capital assets are recorded at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated capital assets received prior to the implementation of GASB Statement No. 72 were recorded at fair value on the date of donation. Donated capital assets received subsequent to the implementation of GASB 72 are recorded at acquisition value as of the date received. Capital assets, other than infrastructure assets, in excess of $5,000 are capitalized if they have an expected useful life of one year or more. Infrastructure assets have a capitalization threshold of $100,000.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major capital outlays for capital assets and improvements are capitalized as projects are constructed.

The following schedule summarizes the useful lives of capital assets:

Buildings	50 years
Land Improvements	50 years
Machinery and Equipment	5-15 years
Vehicles	8-15 years
Infrastructure	
Sewer, Curbs and Sidewalks	50 years
Roadways	35 years
Traffic Lights	25 years

Depreciation is calculated using the straight-line method over the estimated useful life of the asset in the government-wide financial statements.

H) Long-Term Obligations

Long-term debt and other long-term obligations are reported as liabilities in the governmental activities column of the statement of net position in the government-wide financial statements. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of applicable bond premium or discount.

Governmental funds recognize bond premiums and discounts during the current period in the fund financial statements. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

I) Classification of Net Position and Fund Balance

1) Net Position

In the Government-wide financial statements, net position is classified in the following categories:

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Net Investment in Capital Assets

This category groups all capital assets, including infrastructure, into one component of net position which is represented by the current net book value, less the outstanding balance of any debt issued to finance these assets.

Restricted Net Position

This category presents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position

This category represents the net position of the City that is not externally restricted for any project or other purpose.

2) Fund Balance

Fund balances in governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

Nonspendable Fund Balance - Amounts that cannot be spent either because they are in nonspendable form or are required to be maintained intact.

Restricted Fund Balance - Amounts that are constrained to specific purposes by state or federal laws, or externally imposed conditions by grantors or creditors.

Committed Fund Balance - Amounts that may be specified by the City Council by ordinance or resolution to formally commit part of the City's fund balances or future revenues for a specific purpose(s) or program. To change or repeal any such commitment will require an additional formal City Council's action utilizing the same type of action that was originally used.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Assigned Fund Balance - Amounts that are constrained by the Council's intent to use specified financial resources for specific purposes, but are neither restricted nor committed.

Unassigned Fund Balance - These are either residual positive net resources of fund balance in excess of what can properly be classified in one of the other four categories, or negative balances.

The City's governmental fund balances at June 30, 2021, are presented below:

	General Fund	Gas Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:				
Prepaid Items	$ 27,799	$ -	$ 1,500	$ 29,299
Restricted:				
Community Development	-	-	4,171	4,171
Debt Service	266,074	-	-	266,074
Street Lighting	-	-	331,273	331,273
Public Works	-	1,922,774	3,409,883	5,332,657
Committed:	-	-	-	-
Assigned:	-	-	-	-
Unassigned	6,053,273	-	-	6,053,273
Total Fund Balance	$ 6,347,146	$ 1,922,774	$ 3,746,827	$ 12,016,747

J) Property Taxes

Under California law, property taxes are assessed and collected by the counties up to 1% of assessed value, plus other increases approved by the voters. The property tax calendar is as follows:

Lien Date	January 1st	
Levy Date	July 1st	
Due Date	First Installment – November 1st	Second Installment – March 1st
Delinquent Date	First Installment – December 11th	Second Installment – April 11th

Taxes are collected by Los Angeles County and are remitted to the City periodically. Dates and percentages are as follows:

December 10th	30% Advance	May 15th	Collection No. 2
January 16th	Collection No. 1	July 31st	Collection No. 3
April 10th	10% Advance		

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

K) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

L) Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City currently reports deferred outflows as a result of the City's implementation of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions,* and GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.* See Notes 8 and 9 for more information.

In addition to liabilities, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City currently reports deferred inflows as a result of the City's implementation of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions,* and GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

M) Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the statement of net position, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position.

N) Implementation of Governmental Accounting Standards Board (GASB) Pronouncements

The Governmental Accounting Standards Board has issued the following Statements, which may affect the City's financial reporting requirements in the future:

GASB 87 – Leases: This Statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The requirements of this Statement are effective for reporting periods beginning after December 15, 2021.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

GASB 91 – Conduit Debt Obligations: The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice. The requirements of this Statement are effective for reporting periods beginning after December 15, 2021.

O) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Maywood's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

P) Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

2) CASH AND INVESTMENTS

Cash and investments as of June 30, 2021 are classified in the accompanying financial statements as follows:

Statement of Net Position:		
Cash and Investments	$	12,354,707
Restricted Cash		1,029,890
Cash and Investments Held by Bond Trustee		266,074
Statement of Fiduciary Net Position:		
Cash and Investments		109,699
Total Cash and Investments	$	13,760,370

Cash and Investments consist of the following:

Petty Cash	$	500
Deposits with Financial Institutions		7,090,389
Investments		6,669,481
Total Cash and Investments	$	13,760,370

2) CASH AND INVESTMENTS – Continued

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code and the City's investment policy. The table also identifies certain provisions of the California Government Code (or the City's investment policy, if more restrictive) that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Authorized by Investment Policy	Maximum Maturity*	Maximum Percentage of Portfolio*	Maximum Investment In One Issuer*
Local Agency Bonds	No	5 years	None	None
U.S. Treasury Obligations	Yes	2 years	None	None
U.S. Agency Securities	Yes	5 years	None	None
Banker's Acceptances	Yes	180 days	40%	30%
Commercial Paper	Yes	270 days	15%	10%
Certificates of Deposit	Yes	2 years	30%	None
Repurchase Agreements	Yes	1 year	None	None
Reverse Repurchase Agreements	No	92 days	20% of base value	None
Medium-Term Notes	No	5 years	30%	None
Mutual Funds	No	N/A	20%	10%
Money Market Mutual Funds	Yes	N/A	20%	10%
Mortgage Pass-Through Securities	No	5 years	20%	None
County Pooled Investment Funds	No	N/A	None	None
Local Agency Investment Fund (LAIF)	Yes	N/A	None	None
JPA Pools (other investment pools)	No	N/A	None	None

*Based on state law requirements or investment policy requirements, whichever is more restrictive.

Investments Authorized by Debt Agreements

Investment of debt proceeds held by bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage Allowed	Maximum Investment In One Issuer
U.S. Treasury Obligations	None	None	None
U.S. Agency Securities	None	None	None
Banker's Acceptances	180 days	None	None
Commercial Paper	270 days	None	None
Money Market Mutual Funds	N/A	None	None
Repurchase Agreements	270 days	None	None
Investment Contracts	30 years	None	None
Municipal Obligations	None	None	None

2) CASH AND INVESTMENTS – Continued

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in Months)			
Investment Type	Carrying Amount	12 Months or Less	13 to 36 Months	36 to 60 Months	More than 60 Months
LAIF	$ 5,373,528	$ 5,373,528	$ -	$ -	$ -
CEPPT	1,029,879	1,029,879	-	-	-
Held by Fiscal Agent:					
Money Market Funds	266,074	266,074	-	-	-
Total	$ 6,669,481	$ 6,669,481	$ -	$ -	$ -

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating

organization. Presented below is the minimum rating required by (where applicable) the California Government Code or the City's investment policy, or debt agreements, and the actual rating as of year-end for each investment type.

			Rating as of Year End		
Investment Type	Total Investment	Minimum Legal Rating	AAA/AA	Aa	Not Rated
LAIF	$ 5,373,528	N/A	$ -	$ -	$ 5,373,528
CEPPT	1,029,879		1,029,879	-	-
Held by Fiscal Agent:					
Money Market Funds	266,074	N/A	266,074	-	-
Total	$ 6,669,481		$ 1,295,953	$ -	$ 5,373,528

2) CASH AND INVESTMENTS – Continued

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. As of June 30, 2019, no deposits with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts.

For investments identified herein as held by bond trustee, the bond trustee selects the investment under the terms of the applicable trust agreement, acquires the investment, and holds the investment on behalf of the reporting government.

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based on the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Fair Value

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. LAIF, CEPPT and money market funds are not subject to the fair value hierarchy and therefore, the City has no investments that are subject to the recurring fair value measurements.

3) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Current interfund receivables and payables as of June 30, 2021 are as follows:

		DUE FROM	
		Non-major Governmental Funds	Total
DUE TO	General Fund	$ 36,928	$ 36,928
	Total	$ 36,928	$ 36,928

The purpose of these short-term interfund borrowings was to cover cash deficits at June 30, 2021.

Payable to Successor Agency

The payable to the Successor Agency of $2,600,000 in the General Fund and the Statement of Net Position is a result of repayments made by the Successor Agency to the City of Maywood. The California State Controller's Office reviewed asset transfers by the former Community Development Commission and Successor Agency and determined these repayments were not eligible under state law and are subject to repayment by the City to the Successor Agency. Therefore, a liability has been recorded in the General Fund and Statement of Net Position. Given the City's current financial condition, the City does not have the ability to repay the Successor Agency at this time. As a result, the receivable in the Successor Agency Private-purpose Trust Fund of $2,600,000 is offset with an allowance for doubtful accounts of $2,600,000.

Payable to the City of Maywood

The payable to the City of Maywood of $30,973 reported in the Successor Agency is related to short-term borrowing to cover the cash deficit in the Successor Agency.

4) CAPITAL ASSETS

Capital assets activity for the year ended June 30, 2021 is as follows:

Governmental Activities:	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets, Not Being Depreciated:				
Land	$ 5,247,570	$ -	$ -	$ 5,247,570
Construction in Progress	56,288	397,125	-	453,413
Total Capital Assets, Not Depreciated:	5,303,858	397,125	-	5,700,983
Capital Assets Being Depreciated:				
Buildings	13,035,914	-	-	13,035,914
Land Improvements	617,026	-	-	617,026
Machinery and Equipment	735,574	-	-	735,574
Vehicles	206,686	-	-	206,686
Infrastructure	53,830,581	-	-	53,830,581
Total Capital Assets, Depreciated:	68,425,781	-	-	68,425,781
Less Accumulated Depreciation:				
Buildings	(4,317,728)	(257,868)	-	(4,575,596)
Land Improvements	(90,077)	(29,366)	-	(119,443)
Machinery and Equipment	(710,869)	(10,465)	-	(721,334)
Vehicles	(100,716)	(20,172)	-	(120,888)
Infrastructure	(35,816,464)	(1,285,401)	-	(37,101,865)
Total Accumulated Depreciation	(41,035,854)	(1,603,272)	-	(42,639,126)
Net Capital Assets, Depreciated	27,389,927	(1,603,272)	-	25,786,655
Total Capital Assets, Net	$ 32,693,785	$ (1,206,147)	$ -	$ 31,487,638

Depreciation expense was charged in the following functions in the Statement of Activities:

General Government	$ 60,004
Public Works	1,288,499
Public Safety	13,381
Parks and Recreation	241,388
Total	$ 1,603,272

5) LONG-TERM LIABILITIES

Changes in long-term liabilities for the year ended June 30, 2021 were as follows:

Governmental Activities	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
2008 Refunding Bonds	$ 2,660,000	$ -	$ 70,000	$ 2,590,000	$ 75,000
Net Pension Liability	18,123,469	739,645	-	18,863,114	-
Total OPEB Liability	2,880,333	89,000	167,025	2,802,308	-
Compensated Absences	58,581	32,195	23,237	67,539	31,000
CJPIA Liability	-	7,450,508	-	7,450,508	599,588
Claims Liability	9,490,818	26,317	9,517,135	-	-
Total	$ 33,213,201	$ 8,337,665	$ 9,777,397	$ 31,773,469	$ 705,588

5) LONG-TERM LIABILITIES - Continued

2008 Lease Revenue Refunding Bonds, Series A

On November 18, 2008, the Maywood Public Financing Authority of the City of Maywood issued $3,185,000 in Lease Revenue Refunding Bonds, Series A. The 2008 series was used to advance refund the Authority's 1999 Certificates of Participation of $2,540,000. The 2008 Lease Revenue Refunding Bonds, Series A will mature September 1, 2038. Interest on the 2008 Lease Revenue Refunding Bonds is payable on March 1 and September 1 of each year. The bonds accrue interest at rates that range from 6.50% to 7.00% annually. Future principal and interest payments on the 2008 Refunding Bonds are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2022	$ 75,000	$ 178,675	$ 253,675
2023	80,000	173,250	253,250
2024	85,000	167,475	252,475
2025	90,000	161,350	251,350
2026	100,000	154,700	254,700
2027 - 2031	610,000	655,200	1,265,200
2032 - 2036	865,000	399,875	1,264,875
2037 - 2039	685,000	74,375	759,375
Totals	$ 2,590,000	$ 1,964,900	$ 4,554,900

CJPIA Liability

In November 2021, the City settled the former claims liability with the California Joint Powers Insurance Authority (CJPIA) and entered into an agreement to repay the liability over a 30-year period. In accordance with the terms of the agreement, the City paid $500,000 in January 2022, subsequent to the end of the fiscal year and began making monthly principal and interest payments of $22,356 per month. The monthly payments will continue through December 1, 2051. The future payments on the liability are as follows:

Fiscal Year Ending June 30,	Principal	Interest	Total
2022	$ 599,588	$ 34,545	$ 634,133
2023	200,676	67,591	268,267
2024	202,692	65,575	268,267
2025	204,728	63,539	268,267
2026	206,785	61,482	268,267
2027 - 2031	1,065,505	275,830	1,341,335
2032 - 2036	1,120,111	221,224	1,341,335
2037 - 2041	1,177,516	163,819	1,341,335
2042 - 2046	1,237,862	103,472	1,341,334
2047 - 2051	1,301,302	40,033	1,341,335
2052	133,743	390	134,133
Totals	$ 7,450,508	$ 1,097,500	$ 8,548,008

6) FIDUCIARY FUND LONG-TERM DEBT

2017A-1, 2017A-2, and 2017B Tax Allocation Refunding Bonds

In October 2017, the Successor Agency issued the 2017A-1, 2017A-2, and 2017B Tax Allocation Refunding Bonds in the amounts of $13,698,439, $174,073 and $1,528,071, respectively, totaling $15,400,583. The purpose of the bonds was to advance refund the 2007 Tax Allocation Bonds. The 2007 Tax Allocation Bonds were used to refund the former Community Development Commission's Variable Rate Demand Tax Allocation Bonds that were issued to fund certain redevelopment projects within the project area including property acquisitions, sewer improvements, street improvements, and recreational improvements. The 2017 bonds mature on August 1, 2037. Interest on the bonds is payable semi-annually on February 1 and August 1 of each year. The long-term debt is reported in the Successor Agency Private-purpose Trust Fund in the Statement of Fiduciary Net Position.

Fiscal Year Ending June 30,	Principal	Interest	Total
2022	$ 586,333	$ 533,734	$ 1,120,067
2023	609,914	509,928	1,119,842
2024	633,944	485,424	1,119,368
2025	658,922	459,955	1,118,877
2026	684,883	433,482	1,118,365
2027 - 2031	3,851,083	1,732,337	5,583,420
2032 - 2036	4,671,931	895,318	5,567,249
2037 - 2038	2,136,627	84,996	2,221,623
Totals	$ 13,833,637	$ 5,135,174	$ 18,968,811

7) RISK MANAGEMENT

The City is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The City uses the General Fund to account for and finance the related risks.

As of June 30, 2010, the City of Maywood was a member of the California Joint Powers Insurance Agency (Authority). The Authority is composed of various California Public Entities and is organized under a joint powers agreement pursuant to California Government Code 6500 et seq.

The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee. A significant portion of the claims liability listed below is a result of the City's previous participation in the Authority's programs.

7) RISK MANAGEMENT - Continued

Subsequent to June 30, 2010, for workers' compensation the City has purchased coverage through the State Compensation Insurance Fund. In addition, the City has purchased insurance policies for the following exposures with the deductible or the amount of risk retention indicated in parenthesis: public employee dishonesty, etc. ($25,000 deductible); general liability insurance policy (City retains risks up to $500,000); property loss or damage ($10,000 deductible/$25,000 deductible for flood).

Liabilities are reported in the Statement of Net position when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as, inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends, and other economic and social factors.

During the past three fiscal (claims) years, none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in pooled or insured liability coverage from coverage in the prior year. Changes in the balance of claims liabilities during the past two years are as follows:

Fiscal Year	Claims Payable Beginning of Year	Additions	Deletions	Claims Payable End of Year
6/30/20	$ 9,893,757	$ -	$ (402,939)	$ 9,490,818
6/30/21	9,490,818	26,317	(144,000)	9,373,135

8) CITY EMPLOYEE RETIREMENT PLAN

General Information about the Defined Benefit Pension Plan

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees’ Retirement System (CalPERS.) The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police) and a miscellaneous risk pool. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools.

The City sponsors three rate plans (two miscellaneous and one safety-inactive). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

8) CITY EMPLOYEE RETIREMENT PLAN – Continued

Benefits Provided – The Plan is a cost-sharing multiple-employer defined benefit pension plan administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plan benefit provisions, assumptions for funding purposes but not accounting purposes, and membership information is listed in the June 30, 2019 Annual Actuarial Valuation Report. Details of the benefits provided can be obtained in Appendix B of the June 30, 2019 actuarial valuation report. This report is a publicly available valuation report that can be obtained at CalPERS' website under Forms and Publications.

The Plan's provisions and benefits in effect at June 30, 2021, are summarized as follows:

	Miscellaneous	Miscellaneous PEPRA	Safety
Hire date	Prior to January 1, 2013	On or after January 1, 2013	Prior to June 1, 2007
Benefit formula	2% @ 55	2% @ 62	3% @ 50
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	55	62	50
Monthly benefits, as a % of eligible compensation	2%	2%	3%
Required employee contribution rates	7%	6.75%	n/a
Required employer contribution rates	11.031% + $237,434	7.732% + $809	n/a + $1,177,887

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability. The dollar amounts are billed on a monthly basis. The City's required contribution for the unfunded liability was $1,416,130 in fiscal year 2021. The City's contributions to the Plan for the year ended June 30, 2021 were $1,531,749.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2021, the City reported a liability of $18,863,114 for its proportionate share of the net pension liability. The City's net pension liability for the Plan is measured as of June 30, 2020, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

8) CITY EMPLOYEE RETIREMENT PLAN – Continued

The City's proportionate share of the net pension liability as of June 30, 2019 and 2020 was as follows:

Proportion - June 30, 2019	0.17687%
Proportion - June 30, 2020	0.17337%
Change - Increase (Decrease)	-0.00350%

For the year ended June 30, 2021, the City recognized pension expense of $1,615,401. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 1,531,749	$ -
Differences between actual and expected experience	1,354,999	-
Changes in assumptions	-	78,579
Change in employer's proportion and differences	149,928	740,795
Differences between the employer's contributions and the employer's proportionate share of contributions	360,687	286,433
Net differences between projected and actual earnings on plan investments	442,996	-
Total	$ 3,840,359	$ 1,105,807

The $1,531,749 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	
2022	$ 28,129
2023	540,630
2024	414,715
2025	219,329
2026	-
Thereafter	-

Actuarial Assumptions – The total pension liabilities in the June 30, 2019 actuarial valuations were determined using the following actuarial assumptions:

8) CITY EMPLOYEE RETIREMENT PLAN – Continued

Valuation date	June 30, 2019
Measurement date	June 30, 2020
Actuarial cost method	entry-age normal
Actuarial assumptions:	
Discount rate	7.15%
Inflation	2.50%
Payroll growth	3.00%
Projected salary increase	(1)
Investment rate of return	7.15%
Mortality	(2)

(1) Depends on entry age, service and type of employment

(2) Derived using CalPERS' Membership Data for all Funds.

The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

Long-term Expected Rate of Return - The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund.

The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The expected real rates of return by asset class are as follows:

8) CITY EMPLOYEE RETIREMENT PLAN – Continued

Asset Class	New Strategic Allocation	Real Return Years 1 - 10 (1)	Real Return Years 11+ (2)
Global Equity	50%	4.80%	5.98%
Fixed Income	28%	1.00%	2.62%
Inflation Assets	-	0.77%	1.81%
Private Equity	8%	6.30%	7.23%
Real Assets	13%	3.75%	4.93%
Liquidity	1%	-	-0.92%

(1) An expected inflation of 2.0% used for this period.
(2) An expected inflation of 2.92% used for this period.

Discount Rate – The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease	6.15%
Net Pension Liability	$ 25,127,997
Current Discount Rate	7.15%
Net Pension Liability	$ 18,863,114
1% Increase	8.15%
Net Pension Liability	$ 13,710,929

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

9) OTHER POST EMPLOYMENT BENEFITS

Plan Description – The City provides the same medical plans to retirees and surviving spouses as to its active employees, with the exception that once a retiree becomes eligible for Medicare, he or she must join a Medicare HMO or a Medicare Supplement plan, with Medicare becoming the primary payer. The plan is an agent multiple-employer defined benefit post-employment healthcare benefits plan.

9) OTHER POST EMPLOYMENT BENEFITS – Continued

Benefits Provided - Employees are eligible for retiree health benefits if they retire from the City on or after age 50 and 5 years of service (age 52 for Miscellaneous PEPRA employees), and continue health insurance through a City-sponsored health insurance plan, the City will contribute the minimum monthly amount (as required by CalPERS) of the health insurance premium ($136 for both calendar years 2019 and 2020). In addition, there are currently 19 retirees receiving OPEB, benefits end at the age of 65 for 5 of them and 4 of them are receiving lifetime benefits. The City's health plan does not issue a publicly available financial report.

Employees Covered by Benefit Terms – As of the June 30, 2020 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Retirees or spouses of retirees currently receiving benefits	19
Active employees	23
	42

Contributions – The Plan and its contribution requirements are established by Memoranda of Understanding with the applicable employees and may be amended by agreements between the City and the bargaining units. The annual contributions to the Plan are based on the costs to provide the benefits as described above on a pay as you go basis. For the fiscal year ended June 30, 2021, the City's pay-as-you-go costs were $186,146. In addition, the City contributed $1,000,000 to a trust account established with the California Public Employers' Retiree Benefit Trust (CERBT). The CERBT issues a publicly available report that can be found on the CalPERS website.

Total OPEB Liability - The City's total OPEB liability was measured as of June 30, 2020 and the total OPEB liability used to calculate the OPEB liability was determined by an actuarial valuation dated June 30, 2020, based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2020
Actuarial Cost Method	Entry Age Actuarial Cost
Mortality	CalPERS 1997-2015 Experience Study; Scale MP-2020 for post-retirement mortality
Health Care Trend Rate	Non-Medicare 7.0% initial, 4.0% ultimate, Medicare 6.1% initial, 4.0% ultimate
Inflation Rate	2.75%
Participation at Retirement	50% of eligible actives will elect coverage at retirement
Salary Changes	3.00%
Discount Rate	6.25% at June 30, 2020 3.50% at June 30, 2019
Medical CPI	4.25% - used to project PERS statutory minimum benefit

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

9) OTHER POST EMPLOYMENT BENEFITS – Continued

Asset Class	Target Allocation	Long-Term Rate of Return
All Equities	40%	4.820%
All Fixed Income	43%	1.470%
Real Estate Invesment Trusts	8%	3.760%
All Commodities	4%	0.840%
Treasury Inflation Protected Securities (TIPS)	5%	1.290%
Total	100.00%	

Discount Rate – The discount rate used to measure the total OPEB liability was 6.25% and is based on the expected long-term rate of return of the CERBT- Strategy 2.

Changes in the Total OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability (TOL)	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
Balance at June 30, 2019	$ 2,880,333	$ -	$ 2,880,333
Changes in the year:			
Service cost	28,221	-	28,221
Interest on the total OPEB liability	98,877	-	98,877
Changes of benefit terms	-	-	-
Employer Contributions	-	167,556	(167,556)
Employee Contributions	-	-	-
Actual vs. Expected Experience	721,279	-	721,279
Assumption Changes	(759,372)	-	(759,372)
Administrative Expense	-	(526)	526
Benefit payments, including refunds	(167,030)	(167,030)	-
Experience (Gains)/Losses	-	-	-
Net changes	(78,025)	-	(78,025)
Balance at June 30, 2020	$ 2,802,308	$ -	$ 2,802,308

Sensitivity of the Total OPEB Liability to changes in the Discount Rate - The following presents the total OPEB liability of the City if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease (5.25%)	Discount Rate (6.25%)	1% Increase (7.25%)
Net OPEB liability (asset)	$ 3,173,885	$ 2,802,308	$ 2,500,439

Sensitivity of the Total OPEB Liability to changes in the Healthcare Cost Trend Rates - The following presents the Total OPEB liability of the City, as well as what the City's Total OPEB Liability would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

9) OTHER POST EMPLOYMENT BENEFITS – Continued

	1% Decrease	Current Healthcare Trend	1% Increase
Net OPEB liability (asset)	$ 2,501,942	$ 2,802,308	$ 3,167,059

OPEB Plan Fiduciary Net Position

CERBT issues a publicly available financial report that may be obtained from the California Public Employers' Retirement System (CalPERS) website.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

The recognition period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on OPEB plan investments:	5 years
All other amounts:	Expected average remaining service lifetime (EARSL) (6.8 years at June 30, 2020)

For the year ended June 30, 2021, the City recognized OPEB expense of $74,005. The City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB Contributions Subsequent to the Measurement Date	$ 1,186,146	$ -
Differences between actual and expected experience	615,209	-
Changes in assumptions	90,961	807,245
Net differences between projected and actual earnings on plan investments	-	-
Total	$ 1,892,316	$ 807,245

The $1,186,146 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2020 measurement date will be recognized as a reduction of the total OPEB liability during the fiscal year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as OPEB expense as follows:

9) OTHER POST EMPLOYMENT BENEFITS – Continued

Year Ending June 30,		
2022	$	(53,619)
2023		(53,617)
2024		(892)
2025		17,136
2026		(5,602)
Thereafter		(4,481)

10) CJPIA LIABILITY

The City of Maywood has a liability for claims due to the California Joint Powers Insurance Authority (CJPIA) of approximately $9.4 million (see Note 7 Risk Management). The liability is the result of significant claims against the Maywood Police Department, which was disbanded in June 2010. The City is actively working with CJPIA to develop a repayment plan. The City currently makes payments totaling $144,000 each year to the CJPIA to pay down this liability.

11) SUBSEQUENT EVENTS

In December 2021, subsequent to the end of the fiscal year, the City issued $18,550,000 in taxable Pension Obligation Bonds. The bonds were issued for the purpose providing funding to payoff the City's unfunded liability with CalPERS.

Beginning in July 1, 2021, the City is now insured under the Municipal Insurance Cooperative.

In November 2021, the City entered into an agreement with the California Joint Powers Insurance Authority (CJPIA) to payoff the remaining liability in equal annual installments of $268,267, which includes principal and interest. See Note 5 for more information.

12) RESTATEMENT OF FIDUCIARY NET POSITION

The City implemented Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities.* As a result, a restatement to reflect net position was made in the Custodial Funds of $109,694 fiscal year ended June 30, 2021

REQUIRED SUPPLEMENTARY INFORMATION

City of Maywood
Required Supplementary Information
Year Ended June 30, 2021

Schedule of Changes in Net OPEB Liability And Related Ratios – Last Ten Fiscal Years*

	Measurement Period			
	2020	2019	2018	2017
Total OPEB Liability				
Service cost	$ 28,221	$ 25,273	$ 26,137	$ 29,886
Interest on total OPEB liability	98,877	105,057	101,554	90,247
Changes in Assumptions	(759,372)	136,443	(108,191)	(316,354)
Actual v. Expected Experience	721,279	-	-	-
Benefit payments, including refunds	(167,030)	(151,602)	(129,748)	(130,038)
Net change in total OPEB liability	(78,025)	115,171	(110,248)	(326,259)
Total OPEB liability - beginning	2,880,333	2,765,162	2,875,410	3,201,669
Total OPEB liability - ending (a)	$ 2,802,308	$ 2,880,333	$ 2,765,162	$ 2,875,410
Plan Fiduciary Net Position				
Contributions - employer	$ 167,030	$ 151,602	$ 129,748	$ 130,038
Expected Investment Income Investment Income	-	-	-	-
Invesment Gains/Losses	-	-	-	-
Benefit payments	(167,030)	(151,602)	(129,748)	(130,038)
Administrative Expense	-	-	-	-
Other	-	-	-	-
Net change in plan fiduciary net position	-	-	-	-
Plan fiduciary net position - beginning	-	-	-	-
Plan fiduciary net position - ending (b)	$ -	$ -	$ -	$ -
Net OPEB liability - ending (a) - (b)	$ 2,802,308	$ 2,880,333	$ 2,765,162	$ 2,875,410
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%
Covered-employee payroll	$ 1,106,050	$ 1,109,167	$ 928,283	$ 799,045
Net OPEB liability as a percentage of covered-employee payroll	253.36%	259.68%	297.88%	359.86%

*Fiscal year 2018 was the first year of implementation; therefore, 10 years of information are not yet available.

Notes to Schedule:

No assets are accumulated in a trust that meets the criteria in GASBS No. 75, paragraph 4, to pay related benefits.

Benefit Changes: None

Changes in Assumptions: Discount rate was updated based on municipal bond rate as of the measurement date.

Subsequent Events: The City began prefunding the OPEB liability in trust on September 18, 2020. This will reduce the net OPEB liability reported in future years.

City of Maywood
Required Supplementary Information
Year Ended June 30, 2021

Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Years*

Measurement Date	Proportion of the Net Pension Liability	Proportionate Share of Net Pension Liability	Covered Payroll	Proportionate Share of the Net Pension Liability as a % of Payroll	Plan Fiduciary Net Position as a % of the Total Pension Liability
2020	0.17337%	$ 18,863,114	$ 1,106,050	1705.45%	59.37%
2019	0.17687%	18,123,469	997,883	1816.19%	60.30%
2018	0.18044%	17,387,200	924,757	1880.19%	61.28%
2017	0.17579%	17,433,755	799,045	2181.82%	59.04%
2016	0.18271%	15,810,172	475,533	3324.73%	62.63%
2015	0.20124%	13,812,475	472,905	2920.77%	78.40%
2014	0.20141%	12,702,310	531,386	2390.41%	79.82%

Notes to the Schedule of the City's Proportionate Share of the Net Pension Liability

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30, 2015 valuation date. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes in Assumptions: The discount rate for the 6/30/14 Valuation was changed from 7.5 percent (net of administrative expense) to 7.65 percent to correct for an adjustment to exclude administrative expense. None for 6/30/15 Valuation. In 2017, the accounting discount rate changed from 7.65% to 7.15%.

*Fiscal year 2015 was the first year of implementation, therefore, 10 years of information are not yet available.

City of Maywood
Required Supplementary Information
Year Ended June 30, 2021

Schedule of Plan Contributions
Last 10 Years*

Fiscal Year	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency/ (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2021	$ 1,531,749	$ (1,531,749)	$ -	$ 1,105,203	138.59%
2020	1,416,553	(1,416,553)	-	1,106,050	128.07%
2019	1,248,422	(1,248,422)	-	997,883	125.11%
2018	1,093,578	(1,093,578)	-	877,685	124.60%
2017	982,289	(982,289)	-	799,045	122.93%
2016	366,079	(366,079)	-	475,533	76.98%
2015	756,562	(49,725)	706,837	472,905	159.98%

Notes to the Schedule of Plan Contributions

Valuation Date: 6/30/2013, 6/30/2014, 6/30/2015, 6/30/2016, 6/30/2017, 6/30/2018 and 6/30/2019

*Fiscal year 2015 was the first year of implementation; therefore, 10 years of information are not yet available.

City of Maywood
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual - General Fund
Year Ended June 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes	$ 6,490,000	$ 6,490,000	$ 10,310,638	$ 3,820,638
Licenses and Permits	595,000	595,000	507,837	(87,163)
Intergovernmental	2,930,000	2,930,000	3,304,467	374,467
Charges for Services	152,400	152,400	213,203	60,803
Use of Money and Property	120,000	120,000	107,442	(12,558)
Fines and Forfeitures	277,500	277,500	471,798	194,298
Miscellaneous	32,300	32,300	130,250	97,950
Total Revenues	10,597,200	10,597,200	15,045,635	4,448,435
EXPENDITURES				
Current:				
General Government	2,026,099	2,530,674	4,118,530	(1,587,856)
Public Safety	6,272,382	6,272,382	6,164,813	107,569
Community Development	1,257,728	1,593,983	1,539,078	54,905
Parks and Recreation	456,114	481,114	341,971	139,143
Capital Outlay	300,000	300,000	201,470	98,530
Debt Service:				
Principal	70,000	70,000	70,000	-
Interest and Fiscal Charges	183,750	183,750	181,796	1,954
Total Expenditures	10,566,073	11,431,903	12,617,658	(1,185,755)
Excess (Deficiency) of Revenues Over Expenditures	31,127	(834,703)	2,427,977	3,262,680
OTHER FINANCING SOURCES (USES)				
Transfers In	587,000	587,000	-	(587,000)
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses	587,000	587,000	-	(587,000)
Change in Fund Balances	618,127	(247,703)	2,427,977	2,675,680
Fund Balances - Beginning of Year	3,744,446	3,744,446	3,744,446	-
Fund Balances - End of Year	$ 4,362,573	$ 3,496,743	$ 6,172,423	$ 2,675,680

City of Maywood
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual - Gas Tax Special Revenue Fund
Year Ended June 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes	$ 701,696	$ 701,696	$ 1,128,487	$ 426,791
Use of Money and Property	-	-	3,781	3,781
Total Revenues	701,696	701,696	1,132,268	430,572
EXPENDITURES				
Current:				
Public Works	1,563,112	1,563,112	1,875,937	(312,825)
Total Expenditures	1,563,112	1,563,112	1,875,937	(312,825)
Excess (Deficiency) of Revenues Over Expenditures	(861,416)	(861,416)	(743,669)	117,747
Change in Fund Balances	(861,416)	(861,416)	(743,669)	117,747
Fund Balances - Beginning of Year	2,666,443	2,666,443	2,666,443	-
Fund Balances - End of Year	$ 1,805,027	$ 1,805,027	$ 1,922,774	$ 117,747

City of Maywood
Notes to Required Supplementary Information
Year Ended June 30, 2021

BUDGETS AND BUDGETARY DATA

Before the beginning of the fiscal year, the Finance Director submits to the City Council a proposed budget for the year commencing the following July 1st. Public hearings are then conducted to obtain taxpayer comments and the budget is subsequently adopted through passage of a resolution.

All appropriated amounts are as originally adopted or as amended by the City Council and lapse at year-end. Encumbrances and continuing appropriations are rebudgeted on July 1st by Council action. Original appropriations may be modified by supplementary budget revisions and transfers among budget categories. The City Council approves all budget changes at the department level. The Finance Director is authorized to make budget transfers within departments. There were no significant budget amendments during the fiscal year.

Formal budgetary integration is employed as a management control device during the year for the general fund, and certain special revenue, debt service and capital projects funds. Budgets for these funds are adopted on a basis consistent with generally accepted accounting principles.

SUPPLEMENTARY INFORMATION

City of Maywood
Nonmajor Governmental Funds
Year Ended June 30, 2021

SPECIAL REVENUE FUNDS

Prop 1B - To account for the revenues and expenditures of Prop 1B activities.

Bikeway Grant - To account for the revenues and expenditures of the City's share of Transportation Development Act allocations restricted for design and construction of pedestrian and bicycle facilities and amenities.

Proposition C - To account for the revenues and expenditures of the City's proportionate share of funds from the Los Angeles County Metropolitan Transportation Authority funded by the ½ cent sales tax measure to be used for eligible project expenditures (such as management programs, bikeways and bike lanes, and pavement management systems).

Section 108 Loan - To account for revenues and expenditures related to the HUD Section 108 Loan.

Air Quality (AB2766/AQMD) - To account for the revenues and expenditures related to air pollution mitigation efforts.

STPL Local Fund - To account for the revenues and expenditures for local non-arterial street improvement projects.

Measure R - To account for the revenues received from Los Angeles County under Measure R that are to be used exclusively for transportation projects and improvements.

Proposition A - To account for the revenues and expenditures of the City's proportionate share of funds from the Metropolitan Transportation Authority funded by the ½ cent sales tax measure to be used exclusively to benefit public transit (such as fixed route and paratransit services and transportation demand management).

Measure M - To account for the "half-cent" local return revenues from the County-wide sales tax administered by Metro. These funds are to be used to pave local streets, potholes and traffic signals.

Public Safety Grants - To account for the revenues and expenditures of the City's grant funds to provide knowledge, resources products, and learning for police personnel.

CDBG - To account for the revenues and expenditures of the City's proportionate share of funds from the Housing and Community Development Authority for street improvements, housing programs and incentives, sidewalk repair program, fair housing, code enforcement, and other related projects.

Street Lighting - To account for the revenues of the City's special assessments and expenditures relating to lighting improvements.

Measure W – To account for the revenues provided through the 2.5 cent parcel tax administered by the L.A. County Flood Control District.

Sewer Assessment – To account for assessments used to pay for the operation and maintenance of the City's sewer system.

CAPITAL PROJECTS FUNDS

Street Projects Capital Projects Fund – To account for the revenues and expenditures funded by grants for street related projects.

City of Maywood
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2021

	Special Revenue				
	Prop 1B	Bikeway Grant	Proposition C	Section 108 Loan	Air Quality Improvement
ASSETS					
Cash and Investments	$ -	$ 35,359	$ 662,326	$ 4,171	$ 113,765
Receivables:					
Due from Other Governments	-	-	-	-	9,265
Interest	-	3	227	-	9
Prepaid Costs	-	-	-	-	1,500
Total Assets	$ -	$ 35,362	$ 662,553	$ 4,171	$ 124,539
LIABILITIES					
Accounts Payable	$ -	$ -	$ 1,000	$ -	$ 1,500
Accrued Liabilities	-	-	1,309	-	-
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	-	2,309	-	1,500
FUND BALANCES					
Nonspendable	-	-	-	-	1,500
Restricted	-	35,362	660,244	4,171	121,539
Unassigned	-	-	-	-	-
Total Fund Balances	-	35,362	660,244	4,171	123,039
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ -	$ 35,362	$ 662,553	$ 4,171	$ 124,539

Special Revenue					
STPL Local Fund	Measure R	Proposition A	Measure M	Public Safety Grants	CDBG
$ -	$ 1,199,077	$ 190,457	$ 1,090,928	$ -	$ -
-	-	-	-	-	64,253
-	416	-	406	-	-
-	-	-	-	-	-
$ -	$ 1,199,493	$ 190,457	$ 1,091,334	$ -	$ 64,253
$ -	$ 7,238	$ 35,051	$ 4,898	$ -	$ 22,632
-	719	-	21,757	-	3,042
-	-	-	-	-	36,328
-	7,957	35,051	26,655	-	62,002
-	-	-	-	-	-
-	1,191,536	155,406	1,064,679	-	2,251
-	-	-	-	-	-
-	1,191,536	155,406	1,064,679	-	2,251
$ -	$ 1,199,493	$ 190,457	$ 1,091,334	$ -	$ 64,253

CONTINUED

City of Maywood
Combining Balance Sheet
Non-Major Governmental Funds - Continued
June 30, 2021

	Special Revenue			Capital Projects	
	Street Lighting	Measure W	Sewer Assessment	Street Projects	Total
ASSETS					
Cash and Investments	$ 354,828	$ -	$ 148,794	$ 35,738	$ 3,835,443
Receivables:					
Due from Other Governments	4,203	-	22,693	-	100,414
Interest	651	-	-	-	1,712
Prepaid Costs	-	-	-	-	1,500
Total Assets	$ 359,682	$ -	$ 171,487	$ 35,738	$ 3,939,069
LIABILITIES					
Accounts Payable	$ 27,646	$ -	$ 13,085	$ -	$ 113,050
Accrued Liabilities	308	-	15,728	1	42,864
Due to Other Funds	-	-	-	-	36,328
Total Liabilities	27,954	-	28,813	1	192,242
FUND BALANCES					
Nonspendable	-			-	1,500
Restricted	331,728	-	142,674	35,737	3,745,327
Unassigned	-	-	-	-	-
Total Fund Balances	331,728	-	142,674	35,737	3,746,827
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 359,682	$ -	$ 171,487	$ 35,738	$ 3,939,069

City of Maywood
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
Year Ended June 30, 2021

	Special Revenue				
	Prop 1B	Bikeway Grant	Proposition C	Section 108 Loan	Air Quality Improvement
REVENUES					
Taxes	$ -	$ -	$ 466,806	$ -	$ -
Intergovernmental Revenue	-	-	-	-	-
Charges for Services	-	-	-	-	36,437
Use of Money and Property	-	23	1,720	497	63
Fines and Forfeitures	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	-	23	468,526	497	36,500
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Public Safety	-	-	-	-	-
Community Development	-	-	40,856	-	-
Parks and Recreation	-	-	-	-	-
Public Works	-	-	-	-	-
Capital Outlay	-	-	2,975	-	-
Total Expenditures	-	-	43,831	-	-
Excess (Deficiency) of Revenues Over Expenditures	-	23	424,695	497	36,500
OTHER FINANCING SOURCES (USES)					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	-	23	424,695	497	36,500
Fund Balances, Beginning of Year	-	35,339	235,549	3,674	86,539
Fund Balances, End of Year	$ -	$ 35,362	$ 660,244	$ 4,171	$ 123,039

Special Revenue					
STPL Local Fund	Measure R	Proposition A	Measure M	Public Safety Grants	CDBG
$ -	$ 350,589	$ 562,780	$ -	$ -	$ -
-	-	-	397,231	156,727	299,190
-	-	-	-	-	-
-	3,040	137	2,976	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	353,629	562,917	400,207	156,727	299,190
-	-	-	-	-	-
-	-	-	-	156,727	-
-	-	-	-	-	287,265
-	-	-	-	-	-
-	7,691	412,526	25,954	-	-
-	8,450	-	184,682	-	2,188
-	16,141	412,526	210,636	156,727	289,453
-	337,488	150,391	189,571	-	9,737
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	337,488	150,391	189,571	-	9,737
-	854,048	5,015	875,108	-	(7,486)
$ -	$ 1,191,536	$ 155,406	$ 1,064,679	$ -	$ 2,251

CONTINUED

City of Maywood
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
Year Ended June 30, 2021

	Special Revenue			Capital Projects	
	Street Lighting	Measure W	Sewer Assessment	Street Projects	Total
REVENUES					
Taxes	$ -	$ -	$ 290,062	$ -	$ 1,670,237
Intergovernmental Revenue	-	-	-	-	853,148
Charges for Services	178,164	-	544	-	215,145
Use of Money and Property	4,625	-	-	-	13,081
Fines and Forfeitures	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	182,789	-	290,606	-	2,751,611
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Public Safety	-	-	-	-	156,727
Community Development	-	-	-	-	328,121
Parks and Recreation	-	-	-	-	-
Public Works	210,556	-	2,550	1	659,278
Capital Outlay	61,138	-	276,655	-	536,088
Total Expenditures	271,694	-	279,205	1	1,680,214
Excess (Deficiency) of Revenues Over Expenditures	(88,905)	-	11,401	(1)	1,071,397
OTHER FINANCING SOURCES (USES)					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	(88,905)	-	11,401	(1)	1,071,397
Fund Balances, Beginning of Year	420,633	-	131,273	35,738	2,675,430
Fund Balances, End of Year	$ 331,728	$ -	$ 142,674	$ 35,737	$ 3,746,827

Van Lant & Fankhanel, LLP
Certified Public Accountants

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

City Council
City of Maywood
Maywood, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the City of Maywood (City), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 4, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency described in the accompanying schedule of findings and responses as item 2021-003 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and responses as items 2021-001 and 2021-002 that we consider to be significant deficiencies.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Maywood's Responses to Findings

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and responses. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Van Lant & Fankhanel, LLP

February 4, 2022

2021-001 Accuracy of Accounting Records

Condition:

While performing audit procedures, we identified and proposed several material adjusting entries to the City's accounting records. Furthermore, *Statements on Auditing Standards No. 115, "Communicating Internal Control Related Matters Identified in an Audit"* states that "indicators of material weaknesses in internal control include: identification by the auditor of a material misstatement of the financial statements under audit in circumstances that indicate the misstatement would not have been detected by the entity's internal control."

Criteria:

The City's management is responsible for establishing and maintaining effective internal controls over financial reporting to help ensure that appropriate goals and objectives are met. This responsibility includes the selection and application of accounting principles, ensuring that financial information is reliable and properly recorded, and evaluating and monitoring ongoing activities.

Cause of Condition:

Adjustments identified through the audit process.

Recommendation:

Therefore, in order to maintain the integrity of the accounting and financial reporting system, and to ensure timely reporting, we recommend that all balance sheet accounts and other selected accounts be analyzed on a monthly, quarterly or other periodic basis as appropriate. We suggest a schedule of accounting functions to be performed monthly, quarterly, etc., be prepared with the provision for signing off by date and initials when the procedure is complete.

Views of Responsible Officials:

Management concurs with the auditor's recommendations. Finance will review balance sheet accounts on a monthly basis. At year end the Finance Director will also review the major balance sheet accounts. Finance will maintain an annual year-end close checklist that will be signed off as completed.

2021-002 Issuance of Building Permits

The following is a continuation from the prior year:

Condition:

The City's building permit system is an HdL permit software, separate from the City's general ledger accounting system. Payments for building permits are collected by the cashiers through the cash receipting system. The fees are calculated by the Building Official and the applicant must pay at the cashier. However, there is no reconciliation being done between the permits issued and the revenues collected and posted to the general ledger for building permits.

Criteria:

In a strong internal control environment, permits issued should be reconciled with the revenues collected and recorded in the general ledger on a periodic basis to verify all permits issued have a corresponding cash receipt.

Cause of Condition:

The City does not reconcile the building permits issued to the revenues collected and recorded in the general ledger.

Potential Effect of Condition:

Building permits could be issued without a corresponding cash receipt being recorded in the City's general ledger and deposit in the City's bank account.

Recommendation:

We recommend the City implement a procedure to generate reports from the building permit module, periodically (daily, weekly, monthly) and have someone independent of the permit issuance and collection functions review and reconcile the amounts from these reports to the revenues posted in the City's general ledger.

Views of Responsible Officials:

The City will begin to develop a plan to reconcile the building permits issue to the revenues collected and recorded to the general ledger.

2021-003 Parking Citations and Permits Collections

<u>Condition:</u>

During the course of our audit we evaluated various revenue accounts in the City's general ledger and analyzed variances to the prior year and other expectations. While performing these procedures we noted that parking citations and parking permit revenues were below our expectations and, based on review of invoices from the contracted parking citation and permit collection administrator (third-party vendor) we noted that a significant number of permits and citations were issued by the City. Upon further inquiry with City staff, we found that the third-party vendor had not submitted more than $330,000 in fees collected to the City.

<u>Criteria:</u>

In a strong internal control environment, City staff should periodically evaluate (monthly, quarterly, etc.) and monitor general ledger balances as well as year-to-date budget to actual reports to determine any discrepancies and unusual variances in expected activity.

<u>Cause of Condition:</u>

Third-party vendor did not remit payments collected on the City's behalf in a timely manner and budget-to-actual comparisons were not sufficient to identify the decrease in parking citation and parking permit revenues.

<u>Potential Effect of Condition:</u>

The ability to identify and detect material misstatements to the City's accounting records in a timely manner is reduced.

<u>Recommendation:</u>

We recommend the City implement a procedure to perform detailed review and analysis of budget-to-actual reports on a period basis throughout the year and at year-end to ensure timely identification of any unusual variances in the City's general ledger.

<u>Views of Responsible Officials:</u>
The City will develop a procedure to reconcile the parking citations and permits issued to the revenues collected and recorded to the general ledger. Finance will also review budget-to-actuals throughout the year on a monthly basis and at year end to identify any potential variances in the general ledger.

Van Lant & Fankhanel, LLP
Certified Public Accountants

February 4, 2022

City Council
City of Maywood
Maywood, CA

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Maywood for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards,* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 2, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

> Management's estimate of the fair value of investments is based on information provided by financial institutions. We evaluated the key factors and assumptions used to develop the fair value of investments in determining that it is reasonable in relation to the financial statements as a whole.

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Management's estimate of capital assets depreciation is based on historical estimates of each capitalized item's useful life. We evaluated key factors and assumptions used to develop the estimated useful lives in determining that they are reasonable in relation to the financial statements as a whole.

Management's estimates for the net pension and total OPEB liabilities is based on actuarial information provided by the California Public Employee Retirement System's (CalPERS) actuarial office, and other sources. We evaluated the key factors and assumptions to develop these liabilities are reasonable in relation to the financial statements as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of the fair value of investments in Note 2 to the financial statements represents amounts susceptible to market fluctuation.

The disclosure of accumulated depreciation in Note 4 to the financial statements is based on estimated useful lives which could differ from actual useful lives of each capitalized item.

The disclosures for the net pension and total OPEB liabilities in Notes 8 and 9 to the financial statements are based on assumptions for discount rates, which could differ from actual experience. The notes disclose the differences in these liabilities if different assumptions are used in estimating these liabilities.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The following material misstatements detected as a result of audit procedures were corrected by management:

(1) Adjustments were made to revenues and receivables at year-end.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 4, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Findings and Recommendations:

In addition to our audit opinion on the financial statements, we issued our "Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards"* dated February 4, 2022, in which we identified material weaknesses and significant deficiencies in internal controls.

<u>Other Matters</u>

We applied certain limited procedures to the required supplementary information, as listed in the City's financial statements, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (e.g., budgetary schedules, combining statements, individual fund statements), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restrictions on Use

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Van Lant & Fankhanel, LLP

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 8.

DATE:	March 23, 2022
TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	JENNIFER VASQUEZ, CITY MANAGER
BY:	JENNIFER VASQUEZ, CITY MANAGER
SUBJECT:	CONSIDERATION OF APPROVING RESOLUTION NO. 6229 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING THE ALLOCATION OF PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR FUNDING

RECOMMENDATION:
Staff recommends that the City Council consider adopting Resolution No. 6229 to approve an allocation of $70,000 in FY 2020-2021 Permanent Local Housing Allocation Program Funds for the Shelter Beds within the Salvation Army Bell Shelter and authorizing the mayor to execute a contract for funding.

BACKGROUND:
The City is a participating city of the Los Angeles County Development Authority (LACDA) as such LACDA implements CDBG activities for the City. In 2020, LACDA applied for a grant from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program. The LACDA was awarded its annual allocation and includes allocations for its qualifying participating cities. Maywood's FY 2020-2021 Year 1 allocation is $256,740.00.
On October 14, 2020, the City Council approved and adopted Resolution No. 6147 to allocate the PLHA funds for the COVID-19 Rental Assistance Program. However, LACDA subsequently informed the City that the HCD has recommended that cities refer tenants to the California COVID-19 Rent Relief Program for rent and utility grant assistance. The $256,740.00 is available for reallocation to other eligible activities.

DISCUSSION:
During the past year, the City has participated in a cooperative working group of eight (8) cities within the Gateway Cities Council of Governments for subregional homeless services coordination. The City of Maywood is a participant in the Los Angeles County Coordinated Entry System (County CES) which provides shelter beds for individuals experiencing homelessness in L A County. However, the availability of shelter beds is often inaccessible to the unhoused in the City of Maywood, due to the high demand within the Southeast Los Angeles subregion.

The Shelter Beds within the Salvation Army Bell Shelter program has been developed to offer the Southeast Los Angeles participating cities access to shelter beds for the unhoused living in the local community. This is a pilot program that will provide four (4) shelter beds per city. The City of Bell, as designated lead agency for the participating cities, has negotiated a Reimbursement Agreement with the Salvation Army to procure prioritized use of thirty-six (36) beds with an equal distribution of costs to be paid by the 8 cities.

A Reimbursement Agreement for Shelter Beds within the Salvation Army Bell Shelter is being presented for City Council consideration as a separate Agenda Item. Under the proposed Reimbursable Agreement, the City of Maywood's shared cost is $62,415.50. The original total cost of the program was $999,324.00, which has been reduced to $499,324.00 upon a grant award of $500,000.00 in Measure H Innovation Funds from the Gateway Cities Council of Governments.

It is recommended that $70,000.00 of the FY 2020-2021 Year 1 PLHA allocation be used for the Shelter Beds within the Salvation Army Bell Shelter program. The allocation includes $62,415.50 for the Shelter Beds and $7,584.50 for City staff and PLHA program administration/reporting costs for a total amount of $70,000.00.
The Shelter Beds with the Salvation Army Bell Shelter program meets the PLHA eligibility criteria for assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/ease management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency centers, and new construction rehabilitation, and preservation of permanent and transitional programs using PLHA funds.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
The City will allocate $70,000 of the Year 1 PLHA funds for the City's share of the Reimbursement Agreement for Shelter Beds within the Salvation Army Bell Shelter, and for City personnel and PLHA administration/reporting costs. The FY 2021-2022 Budget will need to be amended to add $14,000 in PLHA funds for the initial three (3) months. The remaining $56,000 will be incorporated into the Fiscal Year 2022-2023 City Budget. The PLHA Program does not impact the City's General Fund budget. A budget amendment is needed in the Grant Special revenue Fund.

F.Y. 21-22 Impact: $14,000	**Current F.Y. Budget:** $0
Fund Impacted: Grant Special Revenue	**Budget adjustment requested:** $14,000
Source of funds: PLHA	**Updated Account Budget:** $14,000
Account Number: 27-614-5430	**For fiscal year:** FY 21-22

ATTACHMENT(S)
1. 2020-0015-01-2020-2021 PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FOR URBAN COUNTY PARTICIPATING CITIES

AGENDA ITEM No. 8.

RESOLUTION NO. 6229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR FUNDING FOR THIS PROGRAM FROM THE COUNTY OF LOS ANGELES

WHEREAS, the City of Maywood desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the City Council previously adopted Resolution No.6147 on October 14, 2020 approving the allocation of $256,740.00 in FY 2020-2021 PLHA funds for the Rental Assistance Program to provide rent relief to residents affected by the COVID-19 pandemic; and

WHEREAS, the Los Angeles County Development Authority (LACDA) has notified the City that rental assistance is available through the California COVID-19 Rent Relief Program and PLHA funds may be used instead for other eligible activities and programs; and

WHEREAS, the City plans to participate in the Shelter Beds within the Salvation Army Bell Shelter program to address the impact of homelessness by securing access to shelter beds for the unhoused in the local community; and

WHEREAS, the cost of funding Shelter Beds within the Salvation Army Bell Shelter will be shared between eight (8) cities in the Southeast Los Angeles subregion in the amount of $62,415.50 per individual city; and

WHEREAS, the PLHA funds will be used for the Shelter Beds within the Salvation Army Bell Shelter ($62,415.50) and City staff and program administration/reporting costs ($7,584.50) for a total amount of $70,000.00; and

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

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

<u>SECTION 1</u>. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

<u>SECTION 2.</u> The City Council approves assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/ease management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency centers, and new construction rehabilitation, and preservation of permanent and transitional programs using PLHA funds.

<u>SECTION 3.</u> The City Council approves the allocation of $70,000.00 in FY 2020-2021 PLHA funds for the Shelter Beds within the Salvation Army Bell Shelter Program.

<u>SECTION 4.</u> The City Council authorizes the Mayor to execute a contract with the County of Los Angeles in order to fund and receive the PLHA funds and also authorizes the City Manager to execute any and all other documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of Maywood.

<u>SECTION 5.</u> This Resolution shall be effective immediately upon its passage and approval.

<u>SECTION 6.</u> The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

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

Heber Marquez, Mayor

ATTEST: APPROVED AS TO FORM:

Shirley Quiñones, Deputy City Clerk

Roxanne Diaz, City Attorney

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

I, Shirley Quiñones , Deputy City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6229 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 March, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Shirley Quiñones, Deputy City Clerk

LACDA
HOUSING
COMMUNITY
ECONOMIC
(Los Angeles County Development Authority)

GMU BULLETIN

700 West Main Street, Alhambra, CA 91801

NUMBER: **20-0013**	SUBJECT: **2020-2021 PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FOR URBAN COUNTY PARTICIPATING CITIES**
DATE: **August 31, 2020**	EFFECTIVE DATE: **Immediately** PAGE **1** OF **2**

TO: PARTICIPATING CITIES

The County of Los Angeles (County) applied for a grant from the California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program. PLHA is an SB 2 funded program that provides an ongoing permanent source of funding through State Property Transfer Fees to increase affordable housing stock in California. The LACDA, on behalf of the County, has applied for its annual allocation. This allocation includes funding for the Los Angeles County Development Authority (LACDA) to administer the program and for the Urban County Participating Cities to implement housing programs. Cities that are partners of the County through the Urban County Cooperation Agreement will be able to access their allocations for this housing program through the LACDA. It is estimated that the County will be allocating approximately $5,056,130 to Participating Cities through the program and $5,417,739 will be allocated to the unincorporated areas in Los Angeles County through the County Supervisor's District Offices.

Because of the limited time we had to submit the application for this current Fiscal Year, the County identified the activity to be funded for the State PLHA Plan as the Eviction Defense Program. However, cities will be given the option to utilize their allocated funds for other eligible housing activities (see Attachment A and B, PLHA List of Eligible Activities and the 2020 Allocation).

The LACDA must amend the State PLHA Plan previously submitted to include the various activities that Participating Cities wish to implement, and this will require the Board of Supervisor's approval prior to submission to the State. Cities must utilize the grant funds for eligible activities and identify them, using the enclosed form, "Proposed Program for the State Permanent Local Housing Allocation Program" (Attachment C). This form should be completed and submitted to the LACDA, no later than October 15, 2020, along with a Resolution (Sample Resolution enclosed, Attachment D) indicating City Council approval. In order to manage this process in an efficient manner; so that we are prepared when the County does receive the PLHA funding from the State, there are several steps that we must take in preparation for this event.

The LACDA will take administrative action to set up procedures and processes to receive these funds and issue contracts for this program. After October 15, 2020, we will review the City's proposed activity (Attachment C) and an eligibility determination will be made. The next step will be for the LACDA to send a contract to the City, which hopefully will be by mid-December 2020. We anticipate PLHA funds to be received by the County before the end of the calendar year, however, given the unique set of circumstances we find ourselves in this year, we can only convey the information we have to date. The County and its' Partner Cities should be prepared to begin implementing these programs in January 2021. We will communicate closely with cities and keep you apprised of information and the schedule regarding this program as we receive information from the State. Please be aware that the County cannot issue PLHA funding until we receive funding from the State.

We will need a copy of a Resolution from your City Council approving the program and the City's participation in the PLHA Program. The enclosed resolution (Attachment D) is simply a sample meant to provide some guidance in this area. We recognize that many cities have their own format. We will need both documents completed; the **Proposed Program for the State Permanent Local Housing Allocation Program Form and the City Council Resolution by October 15, 2020**.

You may contact Linda Jenkins at (626) 586-1765 or linda.jenkins@lacda.org, should you need assistance in this matter or have any questions related to the Permanent Local Housing Participation Program.

Sincerely,

DAVON BARBOUR, Director
Community & Economic Development Division

DB:LJ:HR:ob
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ATTACHMENT A

PERMANENT LOCAL HOUSING ALLOCATION (PLHA)
LIST OF ELIGIBLE ACTIVITIES

Eligible activities for the formula allocations are:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
   A. This activity may include sub-awards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded the CESH program or HEAP funds for rental assistance to continue assistance to these households.
   B. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing project.

ATTACHMENT B

Permanent Local Housing Allocation 2020

Total Urban County Entitlement	$11,025,126
Less Administration (5%)	$551,256
Total 2020-2021 to be Allocated	$10,473,870

City	Population 2015	Poverty 2015	Overcrwding 205	Factor	Allocation
AGOURA HILLS	20,697	1194	65	0.004345193	$45,511
ARCADIA	57,564	5486	735	0.017424818	$182,505
AVALON	3,777	539	313	0.002380354	$24,932
AZUSA	48,033	7569	1,758	0.023293918	$243,977
BELL	35,998	9947	2,394	0.027934862	$292,586
BELL GARDENS	42,842	11935	3,556	0.035962885	$376,671
BEVERLY HILLS	34,663	3100	317	0.009723729	$101,845
CALABASAS	24,075	1897	62	0.005785489	$60,596
CLAREMONT	35,762	2591	300	0.009000859	$94,274
COMMERCE	13,017	2052	724	0.007213434	$75,553
COVINA	48,587	5245	1,042	0.017183349	$179,976
CUDAHY	24,138	7527	1,922	0.021198893	$222,034
CULVER CITY	39,469	3491	803	0.012618399	$132,163
DIAMOND BAR	56,471	3919	322	0.013396981	$140,318
DUARTE	21,769	3313	535	0.009425774	$98,724
EL SEGUNDO	16,929	1224	208	0.004496691	$47,098
HAWAIIAN GARDENS	14,475	4426	806	0.011318428	$118,548
HIDDEN HILLS	1,557	76	2	0.000295148	$3,091
HERMOSA BEACH	19,747	783	79	0.003660287	$38,337
IRWINDALE	1,426	178	31	0.000542803	$5,685
LA CANADA-FLINTRIDGE	20526	518	129	0.003520497	$36,873
LA HABRA HEIGHTS	5,425	186	39	0.001023701	$10,722
LA MIRADA	49,182	3453	1,257	0.015277139	$160,011
LA PUENTE	40,496	5853	1,911	0.020385377	$213,514
LA VERNE	31,920	2576	352	0.008744464	$91,588
LAWNDALE	33,231	5915	1,639	0.018693836	$195,797
LOMITA	20,622	3009	479	0.008629249	$90,382
MALIBU	12,856	1339	95	0.003815106	$39,959
MANHATTAN BEACH	35,603	1416	90	0.006415414	$67,194
MAYWOOD	27,739	8284	2,405	0.024512447	$256,740
MONROVIA	37,164	3738	685	0.012315745	$128,994
RANCHO PALOS VERDES	42,464	1799	277	0.008437302	$88,371
ROLLING HILLS ESTS	8188	444	43	0.001738249	$18,206
SAN DIMAS	34,073	2283	223	0.008062317	$84,444
SAN FERNANDO	24,296	4563	947	0.013120635	$137,424
SAN GABRIEL	40,198	5492	1,402	0.017948713	$187,992
SAN MARINO	13,353	740	108	0.002996815	$31,388
SANTA FE SPRINGS	17,162	2153	660	0.007591641	$79,514
SIERRA MADRE	11,084	636	62	0.002420530	$25,352
SIGNAL HILL	11,332	2041	515	0.006251968	$65,482
SOUTH EL MONTE	20,483	4200	995	0.012318315	$129,020
SOUTH PASADENA	25,999	2025	319	0.007127353	$74,651
TEMPLE CITY	36,079	3414	745	0.011916778	$124,815
WALNUT	29,970	1999	223	0.007175079	$75,151
WEST HOLLYWOOD	35,332	5408	311	0.013320883	$139,521
WESTLAKE VILLAGE	8,471	512	16	0.001775713	$18,599
TOTAL PARTICIPATING CITIES	**1,234,244**	**150,488**	**31,901**	**0.482737559**	**$5,056,130**
Supervisorial Districts (Unincorporated Area only) *					
I.	262483	52,187	13,007	0.156276164	$1,636,816
II.	253210	64,961	12,653	0.173593546	$1,818,196
III.	21,410	1,826	60	0.005377334	$56,321
IV.	223783	24,416	6,599	0.086079046	$901,581
V.	279396	31,613	4,587	0.095936351	$1,004,825
TOTAL DISTRICTS	**1,040,282**	**175,002**	**36,907**	**0.517262441**	**$5,417,739**
TOTAL ALLOCATIONS	**2,274,526**	**325,490**	**68,808**	**100%**	**$10,473,870**

*** Supervisorial District boundary updated after 2011 adopted reapportionment borders; the population numbers are based on 2011-2015 ACS Data**

All Participating Cities	**$5,056,130**
All Supervisorial Districts	**$5,417,739**
County Administration	$551,256
TOTAL URBAN COUNTY DISTRIBUTION	**$11,025,126**

PROPOSED ACTIVITY OR ACTIVITIES

FOR THE STATE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

City Name ________________________ Date _________________

Name and Description of the Eligible Activity or Activities the City would like to Implement Using PLHA funds:

____

____

____

Budget (s) Proposed for Activity or Activities:

____

____

Pertinent Facts and Information about the Priority Need for this Activity or Activities in your City:

____

____

____

____

____

Submitted to LACDA By: _________________________ Date: ___________________

Title: ____

RESOLUTION NO._______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ______________ APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE, TO SIGN A CONTRACT FOR FUNDING FOR THIS PROGRAM FROM THE COUNTY OF LOS ANGELES

WHEREAS, the City of __________________ desires to participate in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program for the period beginning January 2021; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ________ AS FOLLOWS:

SECTION 1. The City Council approves the _________________ program to be implemented using PLHA funds.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of ______________.

PASSED, APPROVED, AND ADOPTED this (date) day of __________ 2020.

____
(name), Mayor

ATTEST:

____
(NAME), City Clerk

I, ______________, City Clerk of the City of ___________, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of ___________ held on the (date) day of _______, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
(name), City Clerk

K:\CDBG COMMON\GPA\Urban Qualification\2018-2019 Qualification Period\sample resolution for a city.docx

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 9.

DATE: March 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVING A REIMBURSEMENT AGREEMENT WITH THE CITY OF BELL FOR SHELTER BEDS WITHIN THE SALVATION ARMY, BELL SHELTER

RECOMMENDATION:

Staff recommends that the City Council approve in form the Reimbursement Agreement with the City of Bell for Shelter Beds within the Salvation Army Bell Shelter, with the understanding that the final term length and the final cost will be updated in a final agreement to reflect the actual parties that will be participating in the program and subject to the final form approved by the City Attorney and City Manager. The actual start date of the pilot program is dependent on the execution of this Agreement by the parties to the pilot program and the availability of shelter beds in the Salvation Army Bell Shelter based on Los Angeles County Department of Public Health guidance for homeless shelters.

BACKGROUND:

Maywood, according to the last point-in-time count (January 2020) of the unsheltered homeless, is 47 individuals. The City and several neighboring cities (Bell, Commerce, and Cudahy) have recently received an Innovation Grant for a shared homeless services liaison to assist in connecting the homeless population with available County resources. Despite this outreach and the use of LA-HOP, we still find the need to offer immediate temporary housing. Maywood, like all cities in the County, has unhoused individuals sleeping within our parks and right-of-way areas. City staff works with various County departments and homeless outreach partners to assist these individuals.

Our outreach, however, is limited as we do have to stay within our limits as dictated by the 2018 Ninth Circuit Court decision in Martin v. Boise. The court found that a city cannot prosecute homeless individuals for sleeping in public when there are more unhoused individuals than available shelter beds. As a result, to execute sanitation cleanups and maintain public health and safety, cities need to develop systems of coordination where city staff knows when and how many shelter beds are available and have the resources to be able to provide shelter options to unhoused individuals that are affected by sanitation cleanups. In addition, it is critical that public safety agencies know how many shelter beds are available to them, and public safety agencies need access to shelter beds on an emergency basis. If a Sheriff's Deputy encounters an individual in need during the night or on the weekend, the opportunity for that person to receive care and shelter, if they are willing to accept shelter, may be lost if the Deputy does not have access to a shelter bed for that individual. If the willing unhoused individual can be provided a shelter bed, their options for accessing medical care, mental health care, drug, and alcohol counseling, and permanent housing are significantly improved.

The City of Maywood is a participant in the regional Continuum of Care (CoC) system that provides shelter beds for all of Los Angeles County under LAHSA's Coordinated Entry System (County CES). For unhoused individuals to receive a shelter bed and the attendant services that accompany temporary shelter housing, such as: drug and alcohol counseling, health care and mental health services, employment services, benefits advocacy, and permanent housing placement, the shared Homeless Services Liaison of the cities of Bell, Commerce, Cudahy, and Maywood must request assistance and be assigned an available shelter bed from the County CES system. Without an available bed in the County CES system, unhoused individuals are not able to receive services or shelter. The CoC system faces a demand level for shelter beds that are not met with the existing inventory, as many cities do not provide shelter beds within their city limits.

The Salvation Army Bell Shelter is located adjacent to the City, in the City of Bell and the shelter receives unhoused residents from the regional CoC system. The Bell Shelter is one of the largest shelters in the nation, and the shelter provides a significant portion of the region's shelter beds. The Salvation Army Bell Shelter complex provides a variety of supportive services and housing options. Shelter beds are only one segment of the critical regional resources that the Salvation Army provides within the City of Bell. The shelter beds at the Salvation Army Bell Shelter are funded through contracts with agencies such as LAHSA, the Veterans Administration, and the Los Angeles County Department of Mental Health (DMH). Existing contracts provide most of the operations revenue for the Salvation Army Bell Shelter, and without these contracts, the shelter would not be able to operate. The City of Maywood does not currently have a separate contract for shelter beds at the Bell Shelter. Therefore, the City's only available resource to serve unhoused individuals is the overburdened CoC system, which limits the City's ability to directly address local homelessness issues.

DISCUSSION:

The LCA1 cities and unincorporated areas (Bell, Bell Gardens, Commerce, Cudahy, East Los Angeles, Huntington Park, Maywood, South Gate, Vernon, and Walnut Park) surrounding the Salvation Army Bell Shelter face a disproportionate homelessness impact. Unhoused individuals that are transported to the Salvation Army Bell Shelter from the greater Los Angeles County region may not successfully transfer to permanent housing for a variety of reasons, may not accept the mental health or drug and alcohol treatment services provided at the Salvation Army Bell Shelter, or may refuse to conform to the rules necessary for a safe and orderly living environment for residents of the Salvation Army Bell Shelter. As a result of these personal choices, and despite the best efforts of the Salvation Army Bell Shelter staff, these individuals may increase the unhoused population in the LCA1 cities, the surrounding unincorporated communities, and in the adjacent Los Angeles River channel. Thus, improved subregional coordination between the affected Southeast Los Angeles (SELA) area LCA1 communities, Los Angeles County Supervisorial Districts 1 and 4, the Salvation Army Bell Shelter, the Gateway Cities Council of Governments (Gateway COG), and existing regional agencies and nonprofit service providers is necessary to address the complex issue of homelessness in a manner that improves quality of life in the SELA subregion and improves the efficiency and effectiveness of existing regional services for the unhoused.

The Gateway COG provided Measure H Innovation funding in 2020/2021 for the City of Bell to be the lead agency in hiring a shared Homeless Services Liaison for the cities of Bell, Commerce, Cudahy, and Maywood to cooperatively address the disparate homelessness impact in the area. The work of the shared Homeless Services Liaison that is based in the City of Bell Community Services Department has been critical in addressing issues within the four participating communities. However, without an additional inventory of shelter beds to supplement the CoC system, the immediate challenges in the four-city area are difficult to address.

In April of 2020, the City of Bell requested that the Salvation Army inform them of any shelter beds that have become available for contracting. In June of 2021, the Salvation Army notified the City of Bell that a group of beds could become available due to an expiring contract. On July 28, 2021, the Bell City Council provided direction to staff to contact surrounding cities to determine interest in sharing the cost of a contract for the shelter beds.

As a recognition of the unique impact of homelessness in the SELA area around the Salvation Army Bell Shelter, a Social Services Collaborator Agreement between the City of Bell and the Salvation Army Bell Shelter was approved. This agreement secures thirty-six (36) shelter beds (either low barrier beds or bridge beds depending on the acuity of the unhoused individual's service needs) that the participating LCA1 cities can access, in addition to the shelter beds in the CoC system.

The City of Bell applied for and received $500,000 in Measure H Innovation Funds from the Gateway COG to support this shared shelter bed pilot program and to reduce the cost to the LCA1 cities by fifty percent (50%). The City of Bell has achieved consensus with the LCA1 cities to share costs equally for this innovative pilot program. Los Angeles County Supervisorial District 1 (Solis) and Supervisorial District 4 (Hahn) are in the process of separately contracting with the Salvation Army Bell Shelter to add six (6) additional shelter beds to this coordinated group of thirty-six (36) shelter beds that will result in a total of forty-two (42) shelter beds coordinated by the Homeless Services Liaison that is based in the City of Bell. The Gateway COG also awarded $182,435 to the City of Bell to continue funding the shared Homeless Services Liaison through June 30, 2023.

Equal Distribution of Costs

Several meetings of the LCA1 cities discussed how to distribute costs among the agencies, with several cost factors proposed. The LCA1 group looked at the following factors: population, general fund budget, five-year average of homeless point in time counts, city area in square miles, five-year average of homeless point in time counts by square mile, and equal share.

Based on the difficulty of finding consensus (as many cities preferred the cost factor which resulted in the lowest cost for their city), the need for all cities to be flexible in coordinating the inventory of shelter beds, the availability of funding from the Gateway COG and the American Rescue Act, and the recognition of the LCA1 cities that the success of this innovative pilot program would likely improve local response to homelessness and improve subregional homelessness coordination, the LCA1 cities agreed to share an equal one-eighth (1/8th) cost of the pilot program.

The contribution of Measure H Innovation Grant funds from the Gateway COG was critical in reducing the cost of the program for LCA1 cities with smaller populations and limited general fund resources. It is likely that without the Measure H Innovation Grant funds several of the cities would not be able to participate due to financial constraints and the opportunity to coordinate the SELA subregion would be lost.

Distribution of Shelter Bed Inventory and Shelter Bed Availability

The Agreement provides for four (4) shelter beds per LCA1 city, and four (4) shared public safety shelter beds. However, it is impossible to predict exactly how long a specific shelter bed will be occupied, how many unhoused individuals will accept shelter, and what the various demands will be from each of the LCA1 cities.

The LCA1 cities understand that this is a pilot program, and a high degree of flexibility, coordination, and analysis will be necessary to manage the shelter bed inventory in a manner that satisfies every LCA1 party. The Agreement clearly states the need for coordination and flexibility that is required of all participants for the pilot program to be successful.

It is expected that a high level of city, county and agency communication will result from this pilot program. The LCA1 cities will have to work cooperatively to balance their individual needs and ensure that each LCA1 city has access to shelter beds. There is also a risk that the LCA1 cities may not be able to achieve ninety percent (90%) occupancy of the shelter beds, as many unhoused individuals may choose not to accept shelter. If the LCA1 cities cannot maintain the desired shelter bed occupancy, the available shelter beds may be used by other SPA 7 cities. This will be an incentive for the LCA1 cities to coordinate the shelter bed inventory so that this valuable resource is not underutilized or wasted.

Metrics and Program Analysis

The success of this pilot program is dependent not just on the flexibility and coordination of the parties, but also on the data that is developed to determine whether a subregional collaboration for homeless services can improve local service delivery and successfully supplement regional homelessness service delivery. The information from this program will be inputted into the County's Homeless Management Information System (HMIS) which will allow for analysis and auditing of the pilot program's effectiveness. The Agreement notes specific metrics and targets for pilot program success. If the parties can effectively coordinate in a manner that improves local homelessness response and supports regional homelessness response without waste or inefficiency, this pilot program can be a model for subregional homeless services that can address the concerns of local communities in a targeted manner.

LEGAL REVIEW:
The City Attorney has reviewed this item.

FISCAL IMPACT:
The City will allocate $70,000 of the Year 1 PLHA funds for the City's share of the Reimbursement Agreement for Shelter Beds within the Salvation Army Bell Shelter, and for City personnel and PLHA administration/reporting costs. The FY 2021-2022 Budget will need to be amended to add $14,000 in PLHA funds for the initial three (3) months. The remaining $56,000 will be incorporated into the Fiscal Year 2022-2023 City Budget. The PLHA Program does not impact the City's General Fund budget. A budget amendment is needed in the Grant Special revenue Fund.

F.Y. 21-22 Impact: $14,000	**Current F.Y. Budget:** $0
Fund Impacted: Grant Special Revenue Fund	**Budget adjustment requested:** $14,000
Source of funds: PLHA	**Updated Account Budget:** $14,000
Account Number: 27-614-5430	**For fiscal year:** 21/22

ATTACHMENT(S)
1. Draft Crisis Shelter Bed Agreement_v_7_2.1.22 (003)

REIMBURSEMENT AGREEMENT
FOR
SHELTER BEDS WITHIN THE SALVATION ARMY BELL SHELTER

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into as of March ____, 2022 ("**Effective Date**") by and among the **CITY OF BELL,** a California charter city ("**Bell**"), the **CITY OF BELL GARDENS**, a California general law city ("**Bell Gardens**"**)**,the **CITY OF COMMERCE**, a California general law city ("**Commerce**"), the **CITY OF CUDAHY**, a California general law city ("**Cudahy**"), the **CITY OF HUNTINGTON PARK**, a California general law city ("**Huntington Park**"), the **CITY OF MAYWOOD**, a California general law city ("**Maywood**"), the **CITY OF SOUTH GATE**, a California general law city ("**South Gate**"), and the **CITY OF VERNON**, a California charter city and municipal corporation ("**Vernon**"), collectively referred to herein as the "**LCA1 Members**" and/or the "**Parties**".

RECITALS

A. The cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, South Gate, and Vernon, are members of a Local Coordinating Alliance 1 ("**LCA1**"), a cooperative working group of eight (8) entities developed within the Gateway Cities Council of Governments for subregional homeless services coordination in the Southeast Los Angeles subregion of Service Planning Area 7 ("**SPA 7**"). The LCA1 Members have agreed to coordinate resources and services to address homelessness in the Southeastern Los Angeles region within a provisional pilot program as described / outlined pursuant to the terms in this Agreement.

B. Los Angeles County (First and Fourth Supervisorial Districts) ("**County**") will separately participate with The Salvation Army for the same services as set forth herein pursuant to separate agreements directly with the Salvation Army Bell Shelter.

C. A "**Shelter Bed**" is defined as an occupancy placement within a crisis housing bed or a bridge housing bed within the Salvation Army Bell Shelter located at 5600 Rickenbacker Rd, Bell, CA 9020, for a single adult (age 18 or over) participant referred into a program of comprehensive homeless support services within such shelter. Depending on the service needs of the particular unhoused individual, initial placement may occur in a crisis housing bed that is operated with a low barrier design or in a bridge housing bed. Both crisis and bridge housing beds are intended provide a safe and supportive twenty-four (24) hour residence to individuals experiencing homelessness while enabling assistance for them to obtain permanent housing. A low barrier design program is one in which no participant that is placed within the Salvation Army Bell Shelter shall be required to commit to sobriety, or to commit to an adherence to medications for physical or mental health conditions. Low barrier crisis housing beds are expected to be provided at the Salvation Army Bell Shelter in Building 1E. Bridge housing beds are expected to be provided at the Salvation Army Bell Shelter sober living dormitories in Building 2A/B for participants who prefer to live in a more stable environment. The number of beds provided in each housing type will be flexible to accommodate the shifting needs of the participants at any time.

D. It is expected that a number of participants entering the pilot program will have significant barriers to employment and housing. The Parties expect that there will be an on-site Salvation Army Bell Shelter employee who will provide group and individual psychotherapy for participants who need an advanced level of support and are open to engaging in behavioral health services.

E. Client level data for this pilot program will be entered into the Los Angeles Homeless Services Authority's ("**LAHSA**") Homeless Management Information System ("**HMIS**"). HMIS collects participant demographic data, as well as program and service utilization data for auditing, reporting, and to facilitate participant transfer and coordination among available regional homeless services programs.

F. The LCA1 Members currently participate in the Los Angeles County Coordinated Entry System ("**County CES**"), which provides for placements of individuals experiencing homelessness within occupiable shelter beds in Los Angeles County. Due to the high demand for shelter beds within Los Angeles County, a shelter bed may not be immediately available to address the needs of the local unhoused population in the Southeast Los Angeles County subregion. Thus, the City of Bell has negotiated an agreement with The Salvation Army to procure the prioritized use of thirty-six (36) shelter beds for the eight (8) participating LCA1 Members, in recognition of the local impacts of homelessness experienced by the LCA1 Members.

G. The LCA1 Members, have collectively designated the City of Bell as the lead agency to coordinate the implementation of the pilot program proposed by this Agreement for the placement of homeless individuals within the Salvation Army Bell Shelter in an effort to address the unhoused population that the LCA1 Members seek to assist.

H. This pilot program will require a great deal of cooperation among the LCA1 Members in order to enable the efficient placement of homeless individuals currently to a Shelter Bed within the Salvation Army Bell Shelter.

I. The Salvation Army Bell Shelter, one of the largest shelters in the nation, is located within the City of Bell in the Southeast Los Angeles County subregion and accepts placements from throughout the Los Angeles County area through the County CES. The Shelter Beds are contracted by various governmental and nonprofit entities, and the Salvation Army Bell Shelter, in recognition of the homeless housing impacts experienced by the LCA1 Members, has agreed to contract with the City of Bell for thirty-six (36) prioritized Shelter Beds to be allocated to the LCA1 Members' homeless population, based on certain conditions.

J. The City of Bell will take the lead on behalf of the LCA1 Members plus the County to coordinate the prioritized use of forty-two (42) Shelter Beds within the Salvation Army Shelter through a Homeless Liaison (as such term is defined below), which shall be a designated staff member selected by the City of Bell to implement the pilot program under this Agreement that is separately funded by a Measure H Innovation Fund Grant reimbursement through the Gateway Cities Council of Governments.

K. To this end, the City of Bell and The Salvation Army, a California corporation ("**Salvation Army**") have entered into an agreement, dated March ____, 2022, as set forth in Exhibit A (the "**Salvation Army Agreement**"), whereby the City of Bell, has acquired the prioritized right for thirty-six (36) Shelter Beds within the Salvation Army Bell Shelter, and additional supportive services to serve the LCA1 Members' homeless housing population.

L. Separately, the City of Bell, as lead agency, applied for and received a $500,000 Measure H Innovation Fund Grant ("**Measure H Grant**") from the Gateway Cities Council of Governments, which reduces the total cost of this pilot program to the eight (8) LCA1 Members. With Measure H Grant funds, the total estimated cost of the Salvation Army Agreement to the eight (8) participating LCA1 Members would be reduced by fifty percent (50%) from $999,324 to $499,324. In return for the Measure H Grant award, the LCA1 Members agree that if the thirty-six (36) Shelter Beds cannot be filled by the LCA1 Members, open placements will be made available to other SPA 7 communities with pre-approval of the designated Homeless Liaison. The total number of SPA 7 placements from outside of the eight (8) LCA1 Members may not exceed fifty percent (50%) of the thirty-six (36) Shelter Beds, which is eighteen (18) out of the thirty-six (36) Shelter Beds at any one time. Placements will not be available to other SPA 7 communities through this Agreement until Shelter Bed occupancy drops below ninety percent (90%) occupancy, or thirty-three (33) of the thirty-six (36) Shelter Beds.

M. The City of Bell shall appoint an individual to serve as a liaison to all LCA1 Members and the County (the "**Homeless Liaison**"), and shall work with the participating LCA1 Members and the County to coordinate the use of the prioritized Shelter Beds within the Salvation Army Bell Shelter in addition to any other beds that are made available through the County CES.

N. The Shelter Beds are designed to provide the LCA1 Members with an additional inventory of homeless shelter beds to address the significant impacts of homelessness the LCA1 Members are experiencing. If any individuals choose to leave a placement at the Salvation Army Bell Shelter, either of their own volition or for violating the rules and policies of the Salvation Army Bell Shelter, they will add to the unhoused population in the communities of the Southeast Los Angeles subregion. Thus, the pilot program proposed by the LCA1 Members is designed to provide an enhanced level of support, resources, and communication in order to ensure any placement of individuals within the Salvation Army Bell Shelter remain for as long as reasonably possible.

O. The LCA1 Members agree that the costs of this Agreement will be shared equally among all of the LCA1 Members and they shall be required to pay their equal share each month during the term of this Agreement. If a LCA1 Member chooses to withdraw from this Agreement, other cities within the SPA 7 area may be added to this Agreement with priority provided to communities closest to the Salvation Army Bell Shelter (which addition may require an amendment or supplement to this Agreement as determined by the City of Bell). The intent of the LCA1 Members is to retain a minimum of eight (8) participating entities, in order to ensure, i) that the cost of this Agreement is not prohibitive for any one member and, ii) that the Shelter Beds remain ninety percent (90%) occupied during the term of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties agree as follows:

Section 1. **Incorporation of Recitals.** The recitals set forth above are hereby acknowledged and agreed to by the Parties and are incorporated in the terms of this Agreement. Specifically, the City of Bell is acknowledged and agreed to as the lead agency, and its appointed Homeless Liaison is acknowledged and agreed to, for purposes of this Agreement.

Section 2. **Term; Termination**.

(a) The term of this Agreement will commence on March 1, 2022 and end on June 30, 2023 (the "**Term**") for a total of 487 days.

(b) In addition, this Agreement may be terminated after June 30, 2022, (i) at the convenience of any LCA1 Member following thirty (30) days prior written notice to the City of Bell, and/or (ii) upon a termination of the Salvation Army Agreement by the Salvation Army or the City of Bell pursuant to the terms of the Salvation Army Agreement. The City of Bell, as lead agency, may replace any party that terminates this Agreement with another city within the SPA7 area that executes an acknowledgement and acceptance of the terms of this Agreement (which, at the City of Bell's discretion, may require an amendment to this Agreement).

(c) In the event of any termination by a LCA1 Member after June 30, 2022, and a replacement SPA 7 city is not immediately available to take such terminating Party's share of the costs/payments required herein, then the equitable share of costs for this Agreement (along with the allocation of the thirty-six (36) Shelter Beds for all LCA1 Members) provided in Section 3 below shall be adjusted accordingly.

Section 3. **Cost and Payment.** It is agreed and acknowledged that the Parties will share the costs of this pilot program equally, and that, regardless of any ability of the City of Bell, the Homeless Liaison, and / or the Salvation Army Bell Shelter to actually enable the utilization of any Shelter Bed within the Salvation Army Bell Shelter for any LCA1 Member's homeless population, each LCA1 Member shall be required to pay the monthly amount due under this Agreement on the first day of each month of the Term of this Agreement to the City of Bell in order for the City of Bell to pay any and all monthly invoices received from the Salvation Army without delay. If the invoice received by the City of Bell from the Salvation Army for the use of the Shelter Beds in any given month is less than the amount collectively paid by the LCA1 Members for such month, then the City of Bell shall promptly refund any such overcharge to each of the LCA1 Members on an equal basis.

As the City of Bell, as lead agency, was successful in procuring $500,000 in Measure H Grant funds from the Gateway Cities Council of Governments, the total cost for each of the Parties (as set forth below) is proportionally reduced during the term of the Measure H Grant fund term.

Total Agreement Cost

The total cost of the Salvation Army Agreement is $999,324 calculated at thirty-six (36) Shelter Beds per day at a cost of $57 per bed / per day for 487 days.

The City of Bell will invoice the Gateway Cities Council of Governments for $500,000 in Measure H Grant fund reimbursements, which would reduce the total cost of this Agreement to $499,324.

Los Angeles County First Supervisorial District will enter directly into a separate agreement with the Salvation Army Bell Shelter for four (4) additional Shelter Beds at a cost of $117,420. Los Angeles County Fourth Supervisorial District will enter directly into a separate agreement with the Salvation Army Bell Shelter for two (2) additional Shelter Beds at a cost of $58,710, to bring the total number of coordinated Shelter Beds in the Southeast Los Angeles subregion to forty-two (42) under this pilot program.

The eight (8) LCA1 Members will be invoiced monthly by the City of Bell for an equal one-eighth (1/8th) share. Each of the eight (8) LCA1 Members will be billed a maximum of $62,415.50 of the total Agreement of $499,324.

Monthly Invoice

The City of Bell, as lead agency, will submit the monthly invoice it receives from the Salvation Army pursuant to the Salvation Army Agreement, to each LCA1 Member upon five (5) business days of its receipt therefor, with, if applicable, backup documentation and related reports for the thirty-six (36) Shelter Beds.

Section 4. Specifications. The availability and use of the thirty-six (36) Shelter Beds allocated to each LCA1 Member shall be subject to the following specifications. In recognition of the complexity of the daily operations of the Salvation Army Bell Shelter, and the unknown personal, regional, and local factors which affect Shelter Bed availability, the Parties agree that a high level of communication, coordination, and flexibility is necessary to effectively use all available Shelter Beds, and to refrain from submitting Shelter Bed placements when inventory is not available. There is no guarantee that a Shelter Bed is available at any specific time, as the complex and shifting factors that affect

Shelter Bed inventory are beyond the control of the City of Bell and the Salvation Army Bell Shelter. The purpose of this pilot program is to increase coordination and communication on homelessness within the LCA1 subregion, to develop data at a subregional level, and to develop improved and effective partnerships on a subregional level with regional service providers and nonprofit entities.

(a) Initial Use of Crisis Housing Bed Inventory. Upon the notice from the Salvation Army of availability of Shelter Beds within the Salvation Army Bell Shelter, ten percent (10%) of the thirty-six (36) beds will be designated as public safety priority beds for emergency use by the public safety agencies of all LCA1 Members, for a total of four (4) beds. The remaining ninety percent (90%), or thirty-two (32) beds, will be prioritized as four (4) general inventory beds per each LCA1 Member. This distribution equals eight (8) LCA1 Members times four (4) beds each for a general inventory of thirty-two (32) beds. Initial intake into a public safety priority bed shall also require participation from a public safety agency (e.g., Bell Police Department, Bell Gardens Police Department, Los Angeles County Sheriff, South Gate Police Department, Vernon Police Department, etc.). Once the new resident is placed in a public safety bed and completes the facility intake process, they will be rotated from the priority public safety bed into one of the thirty-two (32) general beds, if a general bed is available. If the LCA1 Members cannot fill the Shelter Bed inventory, and the Shelter Bed occupancy drops below ninety percent (90%), the Homeless Liaison may refer participants from non LCA1 Member SPA 7 cities to ensure that the Shelter Bed inventory is used efficiently up to a maximum of eighteen (18) non LCA1 Member SPA 7 placements at any one time. The LCA1 Members shall use best efforts to efficiently and effectively coordinate the shared use of available Shelter Beds to maintain ninety percent (90%) occupancy and meet their specific local needs depending on bed availability. The Salvation Army has agreed, pursuant to the Salvation Army Agreement to coordinate in good faith to plan transfers of homeless individuals to other available support programs, based on participant eligibility (i.e., Veteran's Administration program shelter beds, Department of Mental Health program shelter beds, Substance Abuse Prevention and Control program shelter beds) to increase the annual number of participants that can benefit from the forty (40) prioritized Shelter Beds under the Salvation Army Agreement. The LCA1 Members acknowledge and agree that the thirty-six (36) Shelter Beds are not actually reserved or dedicated to the LCA1 Members' homeless population, but are merely prioritized to them under the Salvation Army Agreement. Each day there shall be an analysis of the occupancy of Shelter Beds and allocations will be made available to each of the LCA1 Members through the Homeless Liaison in coordination with the LCA1 Members. As such, the effectiveness of this pilot program requires cooperation and consistent communication between the LCA1 Members and the Homeless Liaison, given the fluidity of available bed occupancy (and the rotation in and out of such beds by homeless individuals).

(b) Recalculation of Crisis Housing Bed Inventory. In order to ensure the full and efficient use of the thirty-six (36) prioritized Shelter Beds, cooperation and communication between the Parties is essential. Informal analysis and recalculation of Shelter Bed use ratios shall occur every week day during the Term of this Agreement, and as needed, to use the available Shelter Beds efficiently. An initial thirty (30) day use analysis will be provided to the LCA1 Members by the City of Bell and/or the Homeless

Liaison after the Effective Date and a secondary sixty (60) day use analysis will be provided to the LCA1 Members, in order to determine and agree to the most efficient bed use ratios. Thereafter, quarterly reviews will occur to determine the efficient use of the Shelter Beds, and the effectiveness of this pilot program and how it could be improved. Shelter Bed inventory flexibility is critical in order to effectively address conditions in the field (given the fact that individuals placed within the Salvation Army Bell Shelter will likely be rotating in and out frequently) and in order to assess the success of program participants in receiving housing placement. As this program is a pilot program and requires participant flexibility, all Parties will designate a public safety contact and a staff contact for the Homeless Liaison to coordinate activities and improve communication, each of which are designated on the signature page for each of the Parties below.

(c) Shelter Bed Availability Limitations. If the Salvation Army Bell Shelter is experiencing COVID-19 quarantine limits or holds on resident intake upon the execution of the Salvation Army Agreement, the Salvation Army Bell Shelter will not initiate invoicing for Shelter Beds until the beds are available. Limitations on Shelter Bed availability may exist depending on the number of available Shelter Beds in the Salvation Army Bell Shelter's daily inventory. The Salvation Army Bell Shelter does not provide family shelter resources; thus LCA1 Members must coordinate placement of any such families to other shelters through the Homeless Liaison during business hours or call 211 (www.211la.org) to find suitable shelter or motel options for families in need. The Salvation Army Bell Shelter does not provide a kennel to shelter the pets of unhoused individuals in need. The thirty-six (36) Shelter Beds addressed in this Agreement are merely a supplement to the shelter beds available through the County CES.

(d) Intake. New resident intake shall occur during regular business hours of 8:00 AM to 4:00 PM, Monday through Friday. The Salvation Army Bell Shelter provides 24 hour a day, seven day a week staffing, however the shelter has an inventory of four (4) safe rooms for intake and staff are required to perform COVID-19 protocols upon intake that limit the ability of the shelter to perform intake outside of regular business hours. After hours domestic violence and/or other emergency placements are subject to the availability of an unoccupied safe room at the Salvation Army Bell Shelter. Emergency intake is available after hours, however due to a limited number of available safe rooms and due to COVID-19 protocols, after hours intake should only be for emergency situations. An after-hours call line that operates 24 hours a day will be provided to participating public safety agencies for use in the event of an after-hours emergency.

(e) Length of Stay. Each participant will be limited to an initial stay of ninety (90) days. Two (90) day extensions are available upon request for participants actively working on a housing plan, for a maximum stay of 270 days for any individual participant.

(f) COVID-19 Protocols and Processes. The Salvation Army Bell Shelter restarted limited intake of residents into quarantine facilities on August 19, 2021. COVID-19 protocols for intake include but are not limited to, i) any incoming participant is tested on the day of or on the day after intake regardless of vaccine status, ii) if an incoming participant is vaccinated, the participant may move into a public safety prioritized bed. If a participant is not vaccinated, they must remain in quarantine until two negative COVID-19 tests are received. The second test occurs seven to eight days after the first, with results generally available within three days. Modular homes located on the greater Salvation Army Bell complex property serve as a first line of intake quarantine and are subject to availability.

(g) Homeless Liaison. The Homeless Liaison will coordinate daily with assigned Salvation Army Bell Shelter staff, in order to determine the daily inventory on weekdays of Shelter Bed availability and the roster of shelter residents, however, it shall not be required to ensure the availability of all thirty-six (36) Shelter Beds since such beds are only prioritized, they are not specifically reserved, and the LCA1 Members must coordinate with the Homeless Liaison in order to ensure allocation of Shelter Beds for proposed participants. The Homeless Liaison will coordinate daily with assigned LCA1 public safety agency assigned staff (as designated on the signature page to this Agreement) to report shelter bed inventory availability and to determine any planned public safety needs. The Homeless Liaison will coordinate daily with designated Salvation Army Bell Shelter staff to determine how many residents can be transferred to general bed inventory or to other programs to maximize Shelter Bed use. The City of Bell and the Homeless Liaison shall have no liability for any failure to ensure a placement of any LCA1 Member's proposed participant / homeless population within a Shelter Bed.

(h) Reporting.

(i) Reporting by Salvation Army Bell Shelter: It is expected that the Salvation Army Bell Shelter will provide, i) daily inventory counts to the Homeless Liaison and, ii) a monthly report and invoice to the City of Bell and the Homeless Liaison.

(ii) Reporting by the Homeless Liaison: the Homeless Liaison will reasonably endeavor to provide: i) a monthly report and the Salvation Army Bell Shelter invoice it received to all participating LCA1 cities and, ii) a quarterly report to the LCA1 Members and the Gateway Cities Council of Governments.

(iii) Participant level data will be entered into the LAHSA HMIS system for program reporting and auditing purposes.

(iv) The following metrics and expected outcome measures will be reasonably tracked and reported: i) a minimum of one hundred (100) unduplicated individuals will be served each year during the Term of this Agreement, with a goal of one hundred and fifty (150) unduplicated individuals over the Term of the Agreement, ii) twenty percent (20%) of participants (of those able to work – e.g. not disabled or retired) will be employed by the expected exit date and, iii) thirty percent (30%) of participants will exit to permanent housing and, iv) eighty five percent (85%) of participants will complete a housing plan and, v) ten percent (10%) of participants will exit to another level of care (DMH IHP or other stable housing location). However, there shall be no liability to any of the Parties if such metrics and/or outcome measures are not achieved

Section 6. Defaults and Indemnification Provisions.

(a) Defaults. In the event any of the Parties shall fail to pay its required share of the costs of the Shelter Beds in any given month during the Term of this Agreement (or any extension approved by the Parties), then such party shall be in immediate default under this Agreement, and the City of Bell shall be entitled to, and may sue for, the payment of all such unpaid amounts (and the defaulting party shall pay interest at the lesser of (i) 10% per annum, or (ii), the maximum rate permitted by law) from and after the due date of such monetary payment obligation until payment is actually received. The Parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to all Parties hereto. This subsection shall not limit any other rights, remedies, or causes of action that any party may have at law or equity.

(b) Indemnity by City of Bell. To the full extent permitted by law, the City of Bell agrees to indemnify, defend and hold harmless each of the other Parties, and their respective officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, claim, or liabilities that may be asserted or claimed by the Salvation Army, arising out of or in connection with any defaults or failures asserted under the Salvation Army Agreement against the City of Bell, and/or the City of Bell's negligent performance of the activities, work, or operations provided under this Agreement, except claims or liabilities occurring as a result of Indemnified Parties' negligence or willful acts or omissions. The indemnity obligations contained herein shall be binding on successors and assigns of the Parties and shall survive termination of this Agreement.

(c) Indemnity by Parties. To the full extent permitted by law, each of the Parties agree (based on, and only up to, the Parties' respective proportionate share of the costs due from each party as set forth in Section 3 above) to indemnify, defend and hold harmless the City of Bell and the Homeless Liaison, and their respective officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by the Salvation Army, or any other person, firm or entity arising out of or in connection with the Shelter Beds, the Salvation Army Agreement, and/or this Agreement, except with respect to the negligent performance of the activities, work, or operations provided by the City of Bell or the Homeless Liaison under the Salvation Army Agreement or herein. The indemnity obligations contained herein shall be binding on successors and assigns of the Parties and shall survive termination of this Agreement. Notwithstanding anything to the contrary herein, in the event any of the Parties fail to make any payment due hereunder, which causes the City of Bell to fail to make the payments due under the Salvation Army Agreement, the Parties shall share in any costs, liabilities, or claims that result from the failure of such nonpayment and the City of Bell shall not be required to make any additional payment to the Salvation Army to cover such un-reimbursed amounts.

Section 6. Miscellaneous Provisions.

(a) Notices. All notices or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other Parties to this Agreement). All notices, demands or other communications shall be considered as properly given if sent by: (a) electronic mail and regular mail; or (b) overnight express mail, charges prepaid. Notices so sent shall be deemed effective one (1) business day after mailing or the same day as sent for electronic delivery. For purposes of notice, the addresses of the Parties shall be as set forth on the signature pages contained herein.

(b) Attorneys' Fees. If any of the Parties to this Agreement is required to or seeks to initiate or defend litigation against any other party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees.

(c) Integration; Amendments. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties (including the Salvation Army Agreement). It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties (other than the Salvation Army Agreement), and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the City of Bell as the lead agency. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

(c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed originals for all purposes of this Agreement.

(d) Authority. The persons executing this Agreement on behalf of each of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a California charter city

____
Name:
Title:

Address: City Hall; 6330 Pine Ave, Bell, CA 90201

ATTEST:

____
Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

____
David J. Aleshire, City Attorney

CITY:

CITY OF BELL GARDENS,
a California general law city

By: ___________________________
Name:
Title:

Address: _______________________

Public Safety Contact:
____

Staff Contact:
____

CITY:

CITY OF COMMERCE,
a California general law city

By: ___________________________
Name:
Title:

Address: _______________________

Public Safety Contact:
____

Staff Contact:
____

CITY:

CITY OF CUDAHY,
a California general law city

By: _____________________________
Name:
Title:

Address: _______________________

Public Safety Contact:
____

Staff Contact:

____

CITY:

CITY OF HUNTINGTON PARK,
a California general law city

By: _________________________
Name:
Title:

Address: ______________________

Public Safety Contact:
____
Staff Contact:
____

CITY:

CITY OF MAYWOOD,
a California general law city

By: __________________________
Name:
Title:

Address: _______________________

Public Safety Contact:
____
Staff Contact:
____

CITY:

CITY OF SOUTH GATE,
a California general law city

By: ____________________________
Name:
Title:

Address: ________________________

Public Safety Contact:

____

Staff Contact:

____

CITY:

CITY OF VERNON,
a California charter city

By: ___________________________
Name:
Title:

Address: _______________________

Public Safety Contact:

____

Staff Contact:

____

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 10.

DATE: March 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

SUBJECT: DISCUSSION OF ESTABLISHING A VOLUNTEER PROGRAM THAT WILL RECOGNIZE COMMUNITY MEMBERS WHO VOLUNTEER THEIR TIME AT CITY SPECIAL EVENTS AND PROGRAMS

RECOMMENDATION:

Staff recommends that the City Council discuss establishing a Volunteer Program that will recognize community members who volunteer their time at City special events and programs.

BACKGROUND:

Volunteering is a way to give back and strengthen ties to the community you live in. The City does not have an established program that recognizes volunteers. However, with the increase in city special events and programs, there is an opportunity to develop a volunteer program. In addition, the City over the last two years has had various young people and adults inquire about ways to volunteer with the City.

DISCUSSION:

The purpose of a volunteer program would be to develop a plan and administer a citywide program that will encourage residents to volunteer in the City. There are currently a few community members who volunteer on a regular basis. However, due to the increase in city events and programs, community involvement beyond City staff is needed to continue to be successful.

The key components of the program may include:

- volunteer recruitment through the city website and social media;
- research a program that will allow the City and volunteers to keep track of hours; and
- establish a recognition program that will encourage the community to volunteer.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

No fiscal impact is expected as a result of this item.

ATTACHMENT(S)

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 11.

DATE: March 23, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM WOLFPACK PTO IN THE AMOUNT OF $10,000.

RECOMMENDATION:
Staff recommends that the City Council consider approval of the Community Benefit Fund Application from Wolfpack PTO in the amount of $10,000.

BACKGROUND:
The Application is dated March 1, 2022 and was received by email from the applicant. The City of Maywood has established a "Community Based Fund" to support community-based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community-based programs, community activities and educational activities.

DISCUSSION:
Only an "Eligible Organization" may apply for this grant. Per the grant guidelines, this includes non-profit agencies that provide programs or services to residents of the city, a school or school-based/affiliated organization in the city or other city-based organizations. The Eligible Organization must also be in existence prior to submitting an application and have a record of successfully providing the services for which funding is requested.

According to the requester's application, the Wolfpack PTO is a non-profit organization that was established in the Fall of 2018 and is located within the City. Due to the requestor being part of a school that is located in the City, they fit into a category that makes them eligible to receive funds.

The Guidelines also require that an Eligible Organization provide an eligible service or activity defined as a program, service, activity, event or other similar activity that has a benefit to the residents of the City or a specified target group by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents of the City.

The applicant states that the Wolfpack PTO is requesting funds to help with expenses such as Grand-Night transportation for students, high school/middle school end of school year events, Wolfpack PTO bank account fees, yearly tax expenses, and renewal of insurance.

The Wolfpack PTO is a non-profit organization that supplements any need the MaCES campus may have through volunteer support, financial support when possible, or clerical support and guidance. Any funds that the Wolfpack PTO may receive will be used in a multitude of situations including, but not limited to, books, supplies, trips, events, and volunteer programs. The organization membership is comprised of MaCES parents and staff who participate on a volunteer basis. All Wolfpack PTO activities are in the interest of the students and the community.

According to the guidelines, the community benefit grant is to be a maximum amount of $5,000. However, in limited circumstances, the City Council has the discretion to award grants in an amount not to exceed $10,000.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
The City currently has budgeted $75,000 in the Community Benefit Fund for fiscal year 2021/2022. To date, $31,938.75 has been spent from this account.

F.Y. 20-21 Impact: $10,000	**Current F.Y. Budget: 75,000**
Fund Impacted: General Fund	**Budget adjustment requested: $0**
Source of funds: General	**Updated Account Budget:**
Account Number: 01-681-5237 - Community Benefit Fund	**For fiscal year: 2021/2022**

ATTACHMENT(S)
1. MaCES Wolfpack PTO Application 3.1.22
2. Community Benefit Fund Guidelines and Procedures12.2021

CITY OF MAYWOOD
COMMUNITY BENEFIT FUND APPLICATION

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

Application Funding Cycle — **Date of Application:** 03/01/2022

☐ **S1: July 1 - December 31**

☒ **S2: January 1 - June 30** — **Amount Requested:** $10,000.00

Organization Name: Wolfpack PTO	**Phone Number:** (323) 210-1412
Street Address: 5800 King Avenue	**Fax Number:** (323) 773-3001
City, State, Zip: Maywood, CA 90270	**Federal EIN:**
Contact Person: Raquel Toscano, President	
Contact Email Address: raqueltoscano35@yahoo.com	

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

- The wolfpack PTO is a non profit school affiliated organization directly affiliated with Maywood Center for Enriched Studies (MaCES). The wolfpack PTO is an organization that supplements all campus clubs and organizations with event and fundraising support. The organization membership is comprised of MaCES parents and staff who participate on a volunteer bases. The board members are also volunteer participants who are neither offered nor request any financial gain for their service. All Wolfpack PTO activities are in in the interest of the students and the community.

Does your organization have non-profit status with the Internal Revenue Service?
Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)?

The Wolfpack PTO was founded in the Fall of 2018.

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

The Wolfpack PTO is an on campus organization. The Wolfpack PTO works out of the MaCES parent center and all board members can be met with on request at the MaCES campus. All programs and services that the Wolfpack PTO associates with/ runs are either on the MaCES campus with Maywood families or, due to the natural of certain events, held off campus with the participants being MaCES students and Maywood families. An example of an off campus event would be a golf tournament that the Wolfpack PTO aided in sending MaCES students to participate in. This event was held at a golf course.

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

The MaCES Wolfpack PTO has expenses: Bank Account Fee,Yearly taxed to be filled, Renewal of Insurance, Grand-Night transportation, High School /Middle School end of school year events

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

The time frame for the use of the request funds would be March 31st 2022. By this date we will be wrapping up the panning/ assisting in multiple activities, including graduation activities, that have payment deadlines of the end of March.

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

The organization has reached out to multiple sources of funding including donations through PayPal, Venmo, Zelle, and Go Fund Me by creating campaigns, passing out flyer's with QR codes, sensing information home to parents, and creating parent informational meetings in person and online. We have in the past reached out the police department as well as many local businesses with board members discussing the Wolfpack PTO and what we do, what we would like to do, and what we need help in accomplishing. We have had little success through these avenues and now are seeking the assistance of the City of Maywood.

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

The students of MaCES are mainly Maywood Residents and therefore all activities that we have planned and fund help to support the community and alleviate the financial burden certain actives place on those Maywood families. All Wolfpack PTO activites are arranged in order to support those Maywood students and families.

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

Every student event and activity that the Maywood PTO supports adds a level of enhancement to the lives of the Maywood students by providing them with opportunities and experiences that would otherwise be out of their reach. Some Maywood children may never have the opportunity to participate in any equivalent experience again in their lives. We aim to make these events possible for them to enrich their lives and therefore enrich the community.

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

The Wolfpack PTO is an organization that supplements any need the MaCES campus may have be it through physical volunteer supports, financial support when possible, or clerical support and guidance. This means any funds that the Wolfpack PTO may receive will be used in a multitude of situations including, but not limited to, books, supplies, trips, events, volunteer programs, and to organize and run drives for other high need populations in Maywood.

Has your organization previously received funding from the City of Maywood?
Yes ☐ No ☒ If yes, identify the use of the funds, total amount and fiscal year in which the funds were received.

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

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

Date: 03/01/2022	**Signature:** Raquel Toscano			
Print Name and Title: Raquel Toscano, President				
Date Received	**Eligibility Verified**	**Date Approved**	**Date Denied**	**Amount Awarded**

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-04-2019

Employer Identification Number:
83-3742712

Form: SS-4

Number of this notice: CP 575 E

004562.127384.394509.32683 1 MB 0.428 690

WOLFPACK PTO
5800 KING AVE
MAYWOOD CA 90270

For assistance you may call us at
1-800-829-4933

)04562

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-3742712. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is WOLF. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
IRS P.O. Box 2508
Cincinnati, OH 45201

WOLFPACK PTO
5800 KING AVE
MAYWOOD, CA 90270-0000

Date:
09/26/2020
Employer ID number:
83-3742712
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
March 4, 2019
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053627003160

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Wolfpack Proposal Budget 2022

-Bank Account Month Fee $30x 12 = $360 Per/ Yr

-Fill of Tax = $300

-Insurance Renewal = $650

-Senior Grand-Night Buss expenses = $7,000

-High School/Middle event and activities for the end of the year = $2,000

Budget Breakdown Senior Grand-night 2022

Grad Night for seniors is not a school sponsored event, this year it will be an overnight event at Disneyland. Price per ticket student ($200) and busses. A total of 120 students expected to participate in this event for a total of 10 busses, in which we have a shortage or negative on -$7,245. Due to Covid 19 safety policies. We would also like to support our seniors T-shirt/pens, pencils, mug gift cards for perfect attendance. Our school is 6th-12th we would also like to support our 8th graders, with their Culmination Class of 2022 and towards the end of the year events, there is a list of things that such as; balloons to decorate, class pins, T-shirts, and gift cards for those with perfect attendance. The Wolfpack PTO mission has been "To support and Enhance Educational experience of Students at MaCES"

Parents,

It may feel like just yesterday that your student began school, running outside and playing with first time friends and learning their alphabet. Now, their senior graduation is just months away. To reward them for their hard work and effort over the years the class of 2022 committee in association with the PTO (parent teacher organization) has organized their grad night event.

Grad Night is not a School or District sponsored event and therefore not a MaCES or LAUSD sponsored event. For this reason you will receive a "Maywood Center for enriched Studies Grad Night Celebration Policies" contract. This is in order to collect both your permission for your student to attend as well as your primary contact number.

Grad Night this year will be an overnight event at Disneyland Resort and Theme Park. Students will leave MaCES at 7:30 am on June 11th 2022 and be taken to Disneyland Resort and Theme Park where they will receive a Park Hopper pass to enjoy until 12 am. At 12 am students will enjoy extended park hours for graduating seniors only. These hours end at 4:00 am on June 12th 2022. Students will then be taken back to MaCES to be picked up by 6:00 am.

Students must pre purchase a ticket priced at $200. The price of this ticket includes the Disneyland experience. Buses will not be provided by the school since this is not a school sponsored event.

Students have the option of purchasing the ticket at the full price or making payments.
The ticket minimum payment deadlines are as follows:

- December 15th 2021 - $50
- January 29th 2022 - $50
- February 26th 2022 - $50
- March 31st 2022 - $50

We are very excited to offer this opportunity to such amazing students. If you have any questions please feel free to reach out to me by calling the MaCES main office, emailing me at **lisa.munoz@lausd.net**, or reaching out via schoology / remind.

Congratulations to you for your student reaching this monumental milestone.

Sincerely,
Lisa Martinez
Science Teacher MaCES Magnet

Thank you for Choosing First!

First Student Charter Bus Rental

First Student Charter Center

Normal Business Hours
Phone Number 855-870-8747

Printed on JAN 13, 2022 at 14:19:34 CST

Notice of Trip Confirmation

Customer #	Order Date	Trip Date	Trip Number
1557422	11/05/2021	06/11/2022	80497396

Maywood Center For Enriched Studies
5800 King Ave
Maywood , CA 90270
US

ATTN: Lisa Martinez

Event

SP537975 T0611-061222 TR SLSTAN GRADNITE

Comments

Phone Number	Fax Number	PO/Contract	Amount Paid	Payment Method	Payment Due Date
323-210-1412			$7,245.50	Credit Card	06/06/2022

Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
1	06/11/2022	Large Conventional	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service Start Time: 06/11/2022 07:00 AM	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service End Time: 06/11/2022 09:00 AM	

Thank you for booking with First Student. Please review your confirmation for accuracy.
This notice of Trip Confirmation in conjunction with the attached Terms and Conditions govern your trip.

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. KEEP UPPER PORTION FOR YOUR RECORDS.

Please make check or money order payable to First Student Inc and return your payment to the address provided.

LOCATION NUMBER:	22009
CUSTOMER NUMBER:	1557422
TRIP NUMBER:	80497396
INVOICE TOTAL:	$7,245.50

22157 Network Place
CHICAGO, IL 60673-1221

0000022009000155742200804973960000724550８

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Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
2	06/12/2022	Large Conventional	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service Start Time: 06/12/2022 04:00 AM	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service End Time: 06/12/2022 05:30 AM	
Bus#	**Charter Date**	**Vehicle Type**	**Pick-up**	**Destination**	
3	06/11/2022	Large Conventional	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service Start Time: 06/11/2022 07:00 AM	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service End Time: 06/11/2022 09:00 AM	
Bus#	**Charter Date**	**Vehicle Type**	**Pick-up**	**Destination**	
4	06/12/2022	Large Conventional	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service Start Time: 06/12/2022 04:00 AM	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service End Time: 06/12/2022 05:30 AM	
Bus#	**Charter Date**	**Vehicle Type**	**Pick-up**	**Destination**	
5	06/11/2022	Large Conventional	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service Start Time: 06/11/2022 07:00 AM	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service End Time: 06/11/2022 09:00 AM	

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Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
6	06/12/2022	Large Conventional	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service Start Time: 06/12/2022 04:00 AM	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service End Time: 06/12/2022 05:30 AM	
Bus#	**Charter Date**	**Vehicle Type**	**Pick-up**	**Destination**	
7	06/11/2022	Large Conventional	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service Start Time: 06/11/2022 07:00 AM	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service End Time: 06/11/2022 09:00 AM	
Bus#	**Charter Date**	**Vehicle Type**	**Pick-up**	**Destination**	
8	06/12/2022	Large Conventional	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service Start Time: 06/12/2022 04:00 AM	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service End Time: 06/12/2022 05:30 AM	
Bus#	**Charter Date**	**Vehicle Type**	**Pick-up**	**Destination**	
9	06/11/2022	Large Conventional	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service Start Time: 06/11/2022 07:00 AM	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service End Time: 06/11/2022 09:00 AM	

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323-210-1412			$7,245.50	Credit Card	06/06/2022

Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
10	06/12/2022	Large Conventional	Disneyland Park -- 1313 Disneyland Dr, Anaheim, CA, 92802, Service Start Time: 06/12/2022 04:00 AM	Maywood Center for Enriched Studies -- 5800 King Ave, Maywood, CA, 90270, Service End Time: 06/12/2022 05:30 AM	

CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES

I. BACKGROUND

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

II. PURPOSE

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

III. ELIGIBILITY AND POLICY

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

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. Grants will be awarded in maximum amounts of no more than $5,000. In limited circumstances, the City Council has the discretion to award grants in an amount not to exceed $10,000.

C. Restrictions and Ineligible Organizations.

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

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have

as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law,brother-in-law or sister-in-law, as well as all step relationships.

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

IV. APPLICATION PROCEDURES

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

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

	Application Cycle	Application Deadline
Quarter 1:	July 1 - September 30	June 1
Quarter 2:	October 1 - December 31	September 1
Quarter 3:	January 1 - March 30	December 1
Quarter 4:	April 1 - June 30	March 1

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

C. General Information.

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

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

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

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

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

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

VI. POST AWARD REQUIREMENTS

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

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

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

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

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