



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

WEDNESDAY, JULY 13, 2022 AT 7:00 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Heber Marquez

CITY CLERK
Andrea Aguilar

MAYOR PRO TEM
Frank Garcia

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

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

as broadcasted live on the City's Facebook page.

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

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

Join by phone 1-669-900-6833 Enter Meeting ID: 815 5491 3829 Passcode: 275232

OR Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81554913829?pwd=c1B0dXZCZE1EUC9mcEtoQnNOc3pWQT09>

Passcode: 275232

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

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

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

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

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

VI. PRESENTATIONS

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be

acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. MINUTES OF JUNE 22, 2022 CITY COUNCIL MEETING
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. REVENUE REPORT FROM JULY 2021 - MAY 2022
4. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).
5. CONSIDERATION OF ORDINANCE NO. 22-02 FOR FIRST READING ADDING ARTICLE 6 TO TITLE 6 OF CHAPTER 2 OF THE MUNICIPAL CODE REGARDING SINGLE USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS
6. CONSIDERATION OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL WASTE SOLUTIONS TO INCREASE THE COMPENSATION BY \$16,500 FOR FISCAL YEAR 2021-2022 AND AMEND THE AGREEMENT TO REVISE THE SCOPE OF SERVICES AND INCREASE THE COMPENSATION BY \$15,500 PER YEAR FOR THE REMAINING TERM FOR AN ANNUAL NOT TO EXCEED AMOUNT OF \$60,500.
7. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO STERND AHL ENTERPRISES, LLC FOR TDA PEDESTRIAN IMPROVEMENTS PROJECT
8. CONSIDERATION OF RESOLUTION NO. 6258 AMENDING THE CITY'S CLASSIFICATION PLAN TO ADD PUBLIC WORKS SUPERINTENDENT AND ADOPTING THE SALARY RANGE FOR THIS POSITION

IX. DISCUSSION/ACTION ITEMS

9. TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR FIREHOUSE HEALTHCARE INDUSTRIES, INCORPORATED DBA FIREHOUSE 365
10. TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS DISTRIBUTOR, AND NON-STOREFRONT RETAILER LICENSE FOR UNIVERSAL HERBAL CENTER, INCORPORATED DBA PINEAPPLE EXPRESS

11. TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR MAYWOOD L'CHAIM DBA COOKIES
12. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH HUB CITIES CAREER CENTER FOR THE MAYWOOD YOUTH WORKFORCE PROGRAM SERVICES
13. DISCUSS AND PROVIDE DIRECTION REGARDING THE SOUTHEAST LOS ANGELES (SELA) REGIONAL YOUTH WORKFORCE PROGRAM IN THE CITY OF MAYWOOD

X. CLOSED SESSION

Conference with Legal Counsel-Existing Litigation; Government Code Section 54956.9(d)(1); *Arcadia, et. al. v. So. Cal. Edison Corp.*, Santa Barbara Superior Court, Case No. 20 CV 02026

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

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

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, July 27, 2022 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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





AGENDA 1
ITEM NO. _____

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

WEDNESDAY, JUNE 22, 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 (teleconference)

CITY CLERK

Andrea Aguilar (teleconference)

MAYOR PRO TEM

Frank Garcia (teleconference)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Ricardo Lara (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (teleconference)

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: 811 6452 5488 Passcode: 854683

or

<https://us02web.zoom.us/j/81164525488?pwd=OE44OXpDWkplelo0MDV5OHITZk53dz09>

Passcode: 854683 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) Eveanna Del Cid (via teleconference)
- 3) Lisa Baca (via teleconference)

VI. PRESENTATIONS

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT UPDATE

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

VII. PUBLIC HEARING

1. PUBLIC HEARING TO CONSIDER RESOLUTION NO. 6256 ADOPTING THE FISCAL YEAR 2022-2023 OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR THE CITY OF MAYWOOD, CALIFORNIA

Motion to adopt Resolution No. 6256, adopting the Fiscal Year 2022 - 2023 Operating and Capital Improvement Budget that includes the General Fund and Special Revenue Funds by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

The following spoke in the Public Hearing: None

VIII. CONSENT CALENDAR

2. MINUTES OF JUNE 8, 2022 CITY COUNCIL MEETING

Motion to approve the Minutes of June 8, 2022 City Council Meeting by Mayor Marquez. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

3. ADOPTING RESOLUTION NO. 6253 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 receive, approve, and file the warrant registers, wire transfers and net payrolls dated 6/9/2022 and adopt Resolution No. 6253 approving Warrants for Payment by Mayor Marquez. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

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

Motion adopting the finding that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend residents to get vaccinated and continue measures to promote social distancing and therefore, the legislative body meetings of the City shall continue in a virtual teleconference format in compliance with Government Code Section 54953(e) by Mayor Marquez. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

5. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 6254 APPROVING THE CITY OF MAYWOOD'S 2022 ENGINEERING AND TRAFFIC SURVEY (SPEED SURVEY) FOR 44 STREET SEGMENTS CITYWIDE

Motion to adopt Resolution No. 6254 approving the City of Maywood's 2022 Engineering and Traffic Survey (Speed Survey) by Lara. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

Item #5 was pulled for further discussion.

6. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR CANNABIS MANAGEMENT SERVICES.

Motion to approve the Professional Service Agreement with HdL Companies for Cannabis Management Services by Mayor Marquez. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

7. CONSIDERATION AND APPROVAL OF THE PROCUREMENT, PURCHASE AND INSTALLATION OF FIELD LIGHTING FOR THE MAYWOOD BASEBALL FIELD WITH TECHLINE SPORTS LIGHTING THROUGH THE NATIONAL PURCHASING COOPERATIVE BUYBOARD IN THE AMOUNT OF \$229,975 FROM GRANT FUNDS.

Motion to (i) authorize the purchase and installation of field lighting from Techline Sports Lighting for the Maywood Baseball Field, through the National

Purchasing Cooperative (dba Buyboard) in the not to exceed amount of \$22,975; and (ii) appropriate \$229,975 from the California Department of Parks and Recreation Office of Grants and Local Services - Local Assistance Specified Grant for the field lighting by Mayor Pro Tem Garcia. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

Item #7 was pulled for further discussion.

IX. DISCUSSION/ACTION ITEMS

- 8. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES FOR SERVICES RELATED TO THE CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN IN THE AMOUNT NOT-TO-EXCEED \$50,000 FOR PHASE 1 OF THE PROJECT.**

Motion to approve the Professional Service Agreement with Environmental Science Associates in the form approved by the City Attorney and City Manager for an amount not to exceed \$50,000 for the development of the Climate Action, Adaptation, and Resilience Plan (CAARP) for Phase 1 of the Project by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

- 9. CONSIDERATION OF APPROVING AN AMENDMENT TO THE GRANT WRITING SERVICES AGREEMENT WITH CALIFORNIA CONSULTING, INC. TO EXTEND THE TERM AND INCREASE THE MONTHLY COMPENSATION.**

Motion to approve the Amendment to the Grant Writing Services Agreement with California Consulting, Inc. extending the agreement and increasing the monthly compensation from \$3,250 to \$3,500 and appropriate funds for the term of the contract by Lara. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

- 10. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CA LATINO LEADERSHIP INSTITUTE IN THE AMOUNT OF \$10,000.**

Motion to approve the Community Benefit Fund Application from CA Latino Leadership Institute in the amount of \$10,000 by Mayor Pro Tem Garcia. Second by Torres. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

- 11. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM THE YMCA IN THE AMOUNT OF \$10,000.00**

Motion to approve the Community Benefit Fund Application from Southeast Rio Vista YMCA in the amount of \$10,000 by Lara. Second by Mayor Marquez. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM MAYWOOD ACADEMY H.S. MARCHING BAND IN THE AMOUNT OF \$7,000.

Motion to approve the Community Benefit Fund Application from Maywood Academy H.S. Marching Band in the amount of \$7,000 by Mayor Marquez. Second Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

13. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM HELIOTROPE AVENUE ELEMENTARY SCHOOL IN THE AMOUNT OF \$10,000.

Motion to approve an expansion of usage of the Community Fund Application from Heliotrope Avenue Elementary School for the amount of \$10,000 by Mayor Marquez. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

X. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR, GOVERNMENT CODE SECTION 54957.6: CITY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER; EMPLOYEE ORGANIZATIONS: AFSCME DISTRICT COUNCIL 36, LOCAL 4319, MAYWOOD EMPLOYEES ASSOCIATION

No Reportable Action

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

The following spoke on Non-Agenda items:

1) David Perez (via teleconference)

XII. ADJOURNMENT

Meeting adjourned at approximately 9:37 p.m. to the next meeting of the Maywood City Council, Wednesday, July 13, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, INTERIM DIRECTOR OF FINANCE

SUBJECT: 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

RECOMMENDATION:

It is staff's recommendation that the City Council receive, approve and file the warrant registers, wire transfers dated June 27th through July 1st 2022, and net payrolls dated June 5th through June 18th and adopt Resolution 6257 approving Warrants for Payment.

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls, which as a whole are the policies, procedures, and practices conceived and put in place to assure the following:

- the economical, efficient, and effective achievement of the City's objectives.
- adherence to laws, regulations, rules for policies;
- the safeguarding of assets and information;
- the prevention and detection of fraud and error; and
- the quality of accounting records and the timely production of reliable financial and management information.

Furthermore, Internal Controls are a set of rules, procedures, and practices developed and employed to facilitate the safeguarding of the City's assets, be they liquid (cash or investments) or fixed (infrastructure or equipment), or intangible (credit rating or information). Internal Controls are represented on *Exhibit A - Warrant Summary Demand* under *Accounts Payable* section that is supported by *Exhibit B – Detail Warrants for Payment* and represented on *Exhibit A - Warrant Summary Demand* under *Wire Transfers/ACH Transactions* section that details all wire and Automated Clearing House (ACH) transactions. These serve as the basis of support of the City's Management Controls and serves as representations that the Warrant Summary Demands are fairly presented.

The City utilizes resolutions for approving warrants for payment in accordance with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. *Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions* serves as a Management Control for complying with Section 3-2.06. Exhibit A serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required

documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called *Warrant Demand*) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. *Automated Clearing House* (ACH) transactions are made using a network that electronically moves money between the City's bank accounts to a payee's bank account. This is reflected in the **Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment**. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the **Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment**. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a *summary document (Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions)* that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (*Exhibit B – Detail Warrants for Payment*) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY 2021-22 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (*method of electronic funds transfer from the City of Maywood to one person or organization*), and Automated Clearing House (ACH) transactions.

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Total warrants, transfers, and wires issued (net of any voided payments) during the period of June 14th through July 1st of 2022 are \$606,012.51

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 7.13.22
2. Exhibit B Warrant Register Detail 7.13.22

RESOLUTION NO. 6257

**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 \$606,012.51 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 13th day of July, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6257 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 13th day of July, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, July 13, 2022

Accounts Payable

Accounts Payable prepaid warrants for payment: Checks No. 089756 - 089791
Accounts Payable regular warrants for payment:

	Amount
	\$ 546,860.90
Sub-total	<u>\$ 546,860.90</u>

Wire Transfers/ACH Transactions

06/14/22 US Bank - Analysis Service Charge
06/22/22 CalPERS - 1959 Survivor Benefit
06/23/22 Payroll Pay Period 6/5/22 - 6/18/22
06/24/22 CalPERS Employer Contribution 5/22/22 - 6/4/22
06/24/22 ADP Payroll Fees
06/30/22 CalPERS Employer Contribution 6/5/22 - 5/18/22
07/01/22 US Bank - Merchant Fees

	\$ 1,137.47
	\$ 580.45
	\$ 42,578.80
	\$ 6,910.81
	\$ 376.10
	\$ 6,971.03
	\$ 596.95
Sub-total	<u>\$ 59,151.61</u>

Total Demands	<u><u>\$ 606,012.51</u></u>
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**City of Maywood
Detail Warrants for Payment
Warrants No. 089756 to 089791**

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089756	P	6/27/2022	Sonia Aguilar	70.00	Notary Services for City Manager	General Fund - 01
089757	P	6/30/2022	Abila	6,435.00	Microix Training Continuation for Staff	General Fund - 01
089758	P	6/30/2022	Amazon Capital Services	236.71	Clerk Supplies	General Fund - 01
089759	P	6/30/2022	Andrew Rodriguez	700.00	Andrew Rodriguez - Scholarship Recipient 6.14.22	General Fund - 01
089760	P	6/30/2022	AT & T Long Distance	41.92	Emergency Elevator Phone Long Distance 05/22	General Fund - 01
089761	P	6/30/2022	Occupational Health Centers of CA	98.50	Pre-Employment Physical - Barrera	General Fund - 01
089762	P	6/30/2022	CONTROLLER:STATE OF CALIFORNIA	194.74	Franchise Tax Board 2021 Offset Program	General Fund - 01
089763	P	6/30/2022	County of L.A. Dept. of Animal Control	8,274.81	Animal Control Services for May 2022	General Fund - 01
089764	P	6/30/2022	Daily Journal Corporation	175.00	Publication of Official Notice	General Fund - 01
089765	P	6/30/2022	DocuSign, Inc.	5,782.00	Electronic Signature Software	General Fund - 01
089766	P	6/30/2022	Heber Marquez	654.79	H. Marquez - Reimburse for Flight/Conferences	General Fund - 01
089767	P	6/30/2022	Intelligent Var Technology dba Intelli-Tech	453.00	Fortitoken Mobile Password Tokens	General Fund - 01
089768	P	6/30/2022	Karen Montoya	73.00	Refund on Overpaid Parking Citation	General Fund - 01
089769	P	6/30/2022	Los Angeles Regional Food Bank	150.00	Mobil Food Pantry	General Fund - 01
089770	P	6/30/2022	Miguel Leon	191.00	Miguel Leon - Reimburse for Training	General Fund - 01
089771	P	6/30/2022	Susan Contreras dba Municipal Waste Solutions	6,222.50	Solid Waste Consulting Serv for April 2022	General Fund - 01
089772	P	6/30/2022	National Business Furniture	3,799.37	Building Maintenance Chairs	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089756 to 089791

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089773	P	6/30/2022	Phoenix Group Information Systems	9,364.90	May 2022 Citation Processing FTB Intercept Letters May 2022 Permit Processing Fee	General Fund - 01
089774	P	6/30/2022	Richards, Watson & Gershon	60,845.23	General Legal Services - May 2022 Legal Business - Cannabis Business May 2022 Legal Services - Adv. Bell Gardens May 2022 Legal Services - Adv. Jose Mendoza May 2022 Legal Services - NL Industries May 2022	General Fund - 01
089775	P	6/30/2022	SHERIFF'S DEPT COUNTY OF LOS ANGELES	428,646.48	Public Safety Services for May 2022	General Fund - 01
089776	P	6/30/2022	Southeast Rio Vista YMCA	2,160.00	Summer Session Swim Lessons	Local Fiscal Recovery Fund - 38
089777	P	6/30/2022	Southern California Edison	437.00	2000863 - TEMP POWER (FLAT FEE)	General Fund - 01
089778	P	6/30/2022	Sparkletts Drinking Water Corp	169.17	City Hall Office Water June 2022	General Fund - 01
089779		7/1/2022	VOID			
089780	P	7/1/2022	Angel Villegas	698.71	Retiree Medical Reimburse-July 2022	General Fund - 01
089781	P	7/1/2022	Benefit Coordinators Corporation (BCC)	2,010.00	Dental and Vision Insurance - July 2022	General Fund - 01 CDBG - 16
089782	P	7/1/2022	Brent Talmo	698.71	Retiree Medical Reimburse-July 2022	General Fund - 01
089783	P	7/1/2022	Bruce Leflar	1,290.56	Retiree Medical Reimburse-July 2022	General Fund - 01
089784	P	7/1/2022	Christine M. Locher	232.94	Retiree Medical Reimburse-July 2022	General Fund - 01
089785	P	7/1/2022	Edward Ahrens	1,290.56	Retiree Medical Reimburse-July 2022	General Fund - 01
089786	P	7/1/2022	Mary Mariscal	50.00	July 2022 Treasurer Stipend	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089756 to 089791

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089787	P	7/1/2022	Paul Pine	1,722.43	Retiree Medical Reimburse-July 2022	General Fund - 01
089788	P	7/1/2022	Robert Leach	1,005.00	Retiree Medical Reimburse-July 2022	General Fund - 01
089789	P	7/1/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimburse-July 2022	General Fund - 01
089790	P	7/1/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimburse-July 2022	General Fund - 01
089791	P	7/1/2022	Andrea Nohemi Aguilar	300.00	July 2022 City Clerk Stipend	General Fund - 01
TOTAL				546,860.90		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, INTERIM DIRECTOR OF FINANCE

SUBJECT: REVENUE REPORT FROM JULY 2021 - MAY 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2021 – May 2022 for Fiscal Year 2021/2022.

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 total revenue received from July 2021 – May 2022 – see the last row in Column *B - Current Fiscal Year to Date Revenue* - totaled \$20,436,498.43, that is 18.65% higher than the same period last fiscal year. The month of May represents 92% of Fiscal Year 2021/2022 that has transpired. From a "*Projected Revenue*" to "*Actual Revenue*" comparative perspective, the percentages in Column *H - % of FY 2021-2022 YTD Revenue Received* of the Revenue Report provide a benchmark to assess the City's revenue trend against 92%.

- **GENERAL FUND** - The total General Fund – see the row entitled **General Fund Revenue Totals** - received totaled \$11,990,464.77 (Column B) which is 5.59% lower than the same period last year (Column E). This decrease is due to the *CARES Act Reimbursements* (see the column entitled "*Miscellaneous*") that the City received during the last fiscal year that was a *one time revenue* from the Federal Government that was provided to municipalities to offset the adverse fiscal effects of the COVID-19 pandemic. Additionally, there is a 33.13% decrease in *Cannabis Sales Tax* (see the column entitled "*Taxes*") compared to the same period during the prior fiscal year.
- **SPECIAL REVENUE FUND** - The total *Special Revenue Fund* received totaled \$8,446,033.66 (Column B) that is 86.71% higher than the same period last fiscal 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 – the acronym ARPA - depicted in the row entitled *Local Fiscal Recovery Fund*. The Local Fiscal Recovery Fund is intended support municipalities in their efforts to mitigate the fiscal effects created by the public health emergency caused by COVID-19. The first of two installments were received in the

amount of \$3,226,257 and the second and final installment is expected to be received in one year. The use of these funds is restricted to “one-time” and not “on-going” expenditures. The row entitled *Community Development Block Grant (CBDG)* has some pending reimbursements.

Overall July 2021 through May 2022 represents 92% of the Fiscal Year and the City's *Total Revenues* (see the last row under Column H) are at 105.44% of the Fiscal Year 2021-2022 projected revenues.

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 - May 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: 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	\$390,203.23	\$429,047.03	\$38,843.80	9.95%	\$325,000.00	132.01%
Property Taxes	\$667,919.61	\$664,923.83	(\$2,995.78)	-0.45%	\$778,480.00	85.41%
Utility Users Tax	\$912,705.00	\$983,600.11	\$70,895.11	7.77%	\$900,000.00	109.29%
Transfer Tax (Real Estate)	\$20,205.63	\$22,746.63	\$2,541.00	12.58%	\$20,000.00	113.73%
Transient Occupancy Tax	\$56,585.06	\$71,048.36	\$14,463.30	25.56%	\$60,000.00	118.41%
Cannabis Sales Tax	\$3,067,889.35	\$2,051,560.83	(\$1,016,328.52)	-33.13%	\$3,000,000.00	68.39%
Sales Tax Revenue	\$1,714,047.53	\$2,032,534.13	\$318,486.60	18.58%	\$2,355,904.00	86.27%
Taxes Totals	\$6,829,555.41	\$6,255,460.92	(\$574,094.49)	-8.41%	\$7,439,384.00	84.09%
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	\$45,000.00	\$45,000.00	\$0.00	0.00%	\$45,000.00	100.00%
Residential & Building Permits	\$20,993.87	\$24,299.42	\$3,305.55	15.75%	\$29,500.00	82.37%
Public Works Permit Fees	\$141,245.90	\$154,542.00	\$13,296.10	9.41%	\$50,000.00	309.08%
Other Fees & Permits	\$27,778.99	\$28,317.54	\$538.55	1.94%	\$27,100.00	104.49%
Occupancy Permits	\$19,682.40	\$13,053.90	(\$6,628.50)	-33.68%	\$13,000.00	100.41%
Building Permits	\$50,309.92	\$78,641.67	\$28,331.75	56.31%	\$60,000.00	131.07%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$105,000.00	0.00%
Commercial Cannabis Renewal	\$14,960.00	\$89,320.00	\$74,360.00	0.00%	\$0.00	0.00%
Parking Permits	\$52,701.09	\$47,408.90	(\$5,292.19)	-10.04%	\$90,000.00	52.68%
Apartment License	\$18,614.47	\$15,551.47	(\$3,063.00)	-16.45%	\$20,000.00	77.76%
Business License	\$191,392.94	\$203,956.33	\$12,563.39	6.56%	\$190,000.00	107.35%
Vehicle License Fee - LA County	\$3,134,655.74	\$3,221,401.69	\$86,745.95	2.77%	\$3,173,048.00	101.52%
Licenses and Permits Totals	\$3,717,335.32	\$3,921,492.92	\$204,157.60	5.49%	\$3,802,648.00	103.13%
GENERAL FUND						
Charges for Services: CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.						
Rubbish Assessment	\$79,211.89	\$4,840.18	(\$74,371.71)	-93.89%	\$15,000.00	32.27%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$48,418.28	\$67,626.86	\$19,208.58	39.67%	\$45,000.00	150.28%
Rents & Concessions	\$21,829.50	\$21,829.50	\$0.00	0.00%	\$24,000.00	90.96%
Charges for Services Totals	\$149,459.67	\$94,296.54	(\$55,163.13)	-36.91%	\$84,000.00	112.26%
GENERAL FUND FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$4,605.85	\$2,172.65	(\$2,433.20)	-52.83%	\$2,500.00	86.91%
SEMC: Court Collections (DMV)	\$90,346.05	\$89,615.58	(\$730.47)	-0.81%	\$100,000.00	89.62%
Administrative Citations	\$12,300.00	\$3,200.00	(\$9,100.00)	-73.98%	\$15,000.00	21.33%
Parking Fines	\$217,205.94	\$322,192.24	\$104,986.30	48.33%	\$150,000.00	214.79%
Fines and Forfeitures Totals	\$324,457.84	\$417,180.47	\$92,722.63	28.58%	\$267,500.00	155.96%
GENERAL FUND LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
Leases and Concessions:						
Leased Property Rental Income	\$42,410.48	\$47,799.80	\$5,389.32	12.71%	\$39,345.00	121.49%
Leases and Concessions Totals	\$42,410.48	\$47,799.80	\$5,389.32	12.71%	\$39,345.00	121.49%
GENERAL FUND MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
Miscellaneous:						
Good Corporate Citizen Program	\$20,000.00	\$20,000.00	\$0.00	0.00%	\$40,000.00	50.00%
Interest Income	\$26,791.83	\$14,215.29	(\$12,576.54)	-46.94%	\$16,500.00	86.15%
Miscellaneous Revenue	\$49,478.27	\$33,740.02	(\$15,738.25)	-31.81%	\$17,000.00	198.47%
CARES Act Reimbursement	\$344,534.00	\$0.00	(\$344,534.00)	0.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)	\$0.00	\$7,185.00	\$7,185.00	0.00%	\$0.00	0.00%
Miscellaneous Revenue Totals	\$440,804.10	\$75,140.31	(\$365,663.79)	-82.95%	\$73,500.00	102.23%
GENERAL FUND RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
Retiree Pension Levy:						
Retiree Pension Levy	\$1,196,643.12	\$1,179,093.81	(\$17,549.31)	-1.47%	\$1,158,911.00	101.74%
Retiree Pension Levy Totals	\$1,196,643.12	\$1,179,093.81	(\$17,549.31)	-1.47%	\$1,158,911.00	101.74%
General Fund Revenue Totals	\$12,700,665.94	\$11,990,464.77	(\$710,201.17)	-5.59%	\$12,865,288.00	93.20%
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	\$510,692.52	\$551,265.85	\$40,573.33	7.94%	\$672,770.00	81.94%
Transportation Development Act (TDA)	\$0.00	\$0.00	\$0.00	0.00%	\$20,448.00	0.00%
Bikeway						
Proposition A	\$508,767.75	\$644,566.95	\$135,799.20	26.69%	\$563,507.00	114.38%
Proposition C	\$422,002.89	\$536,235.27	\$114,232.38	27.07%	\$467,414.00	114.72%
Measure R	\$317,039.93	\$400,924.24	\$83,884.31	26.46%	\$350,561.00	114.37%
Measure M	\$359,237.23	\$454,131.35	\$94,894.12	26.42%	\$397,302.00	114.30%
Senate Bill 1 (SB 1)	\$382,964.01	\$412,585.71	\$29,621.70	7.73%	\$536,044.00	76.97%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference <i>(C minus B)</i>	E - Current YTD Prior YTD % Difference <i>(C divided by B minus 1)</i>	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received <i>(C divided by G)</i>
Community Development Block Grant (CDBG)	\$205,295.00	\$145,873.00	(\$59,422.00)	-28.94%	\$718,020.00	20.32%
Air Quality Management District (AQMD) Grant	\$17,828.40	\$17,465.54	(\$362.86)	-2.04%	\$36,375.00	48.02%
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	\$0.00	0.00%	\$353,000.00	0.00%
Lighting & Landscaping	\$173,961.04	\$169,456.18	(\$4,504.86)	-2.59%	\$189,000.00	89.66%
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	\$283,640.73	\$277,602.74	(\$6,037.99)	-2.13%	\$299,000.00	92.84%
Grant/Reimb (Fed/State/County)	\$0.00	\$50,000.00	\$50,000.00	0.00%	\$531,000.00	9.42%
Local Fiscal Recovery Fund	\$0.00	\$3,226,257.00	\$3,226,257.00	0.00%	\$0.00	0.00%
Measure W	\$0.00	\$171,817.98	\$171,817.98	0.00%	\$0.00	0.00%
Special Revenue Totals	\$4,523,726.08	\$8,446,033.66	\$3,922,307.58	86.71%	\$6,516,008.00	129.62%
Total Revenues	\$17,224,392.02	\$20,436,498.43	\$3,212,106.41	18.65%	\$19,381,296.00	105.44%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

RECOMMENDATION:

Staff recommends that the City Council adopt a motion finding that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend residents to get vaccinated and continue the measures to promote social distancing and therefore, the legislative body meetings of the City shall continue in a virtual teleconference format in compliance with Government Code Section 54953(e).

BACKGROUND:

The City Council has met remotely throughout the pandemic to protect the health and safety of the public and staff. Since the June 22, 2022 City Council meeting when this item was discussed, the highly infectious BA.2 subvariant and sub-lineages has driven the increase in COVID-19 case and the factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB361.

DISCUSSION:

Since the beginning of the year, there have been several COVID-19 variants, including the Delta variant, the Omicron variant (which was prevalent in the beginning of the year), and the subvariant BA2, which is sometimes referred to as the "stealth omicron" and is a subvariant of Omicron. In addition, there are two new Omicron strains (BA.4 and BA.5) that have become dominant nationwide. Because of that, Los Angeles County's coronavirus case rate is at its highest point in nearly five months.

With the start of summer, the number of coronavirus cases has significantly increased and Los Angeles County is averaging 5,189 cases a day. If the trend continues, Los Angeles County would be on track to move into the high COVID-19 community level and will, as a result, see a return of the universal mask order for indoor settings. The CDC placed 34 California counties at the high COVID-19 community level. For the past 14 days, there have been 134 new cases in Maywood.

To that end, the State of California and the County of Los Angeles have continued to recommend measures to promote social distancing. The California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Cal OSHA Emergency Temporary Standards continue to recognize the importance of social distancing and state that the fact that particles

containing the virus can travel more than six feet, especially indoors, training and instruction should be given to employees in that regard as well as inform that physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination. Based on the additional research conducted since the last City Council meeting, the factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB 361.

The flexibility of a virtual format will allow the continuation of the City's business so that Council meetings would not have to be cancelled should members have health concerns or are sick and would provide the flexibility for each member of a legislative body to determine for themselves based on their own health matters whether attending a meeting will be a risk to their health and safety or that of the other attendees. By reconsidering the circumstances of the state of emergency created by the COVID-19 pandemic and finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, and that state and local officials continue to recommend measures to promote social distancing, the public meetings of the City can continue to be conducted by teleconference (i.e. Zoom) for the next 30 days pursuant to Section 54953(e)(3).

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no financial impact if the City Council makes the determination under AB 361 as the City has been meeting in a remote format since the onset of the pandemic in March 2020.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF ORDINANCE NO. 22-02 FOR FIRST READING ADDING ARTICLE 6 TO TITLE 6 OF CHAPTER 2 OF THE MUNICIPAL CODE REGARDING SINGLE USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

RECOMMENDATION:

Staff recommends that the City Council read Ordinance No. 22-02 "An Ordinance of the City Council of the City of Maywood Adding Article 6 (Single-Use Foodware Accessories and Standard Condiments) to Title 6, Chapter 2 of the Municipal Code" by title only, waive further reading and introduce Ordinance No. 22-02.

BACKGROUND:

Assembly Bill (AB) 1276 (Carrillo) amended an existing law regulating plastic straws and was signed by Governor Newsom in October 2021. The legislation expanded on the prior "straws on request only" law, expanding it to also include single-use cutlery, condiment packs and chopsticks. This law prohibits a food facility from providing any single-use food ware accessory or standard condiment to customers unless it is requested specifically by the customer, as well as bundling or packaging foodware accessories or condiments. In continuation, it also prohibits a third-party delivery platform from providing these accessories to consumers unless specifically requested by the consumer.

DISCUSSION:

The goal of AB1276 is to reduce the use of waste that is generated by all single-use food service products by changing the Public Resource Code in the area of single-use food accessories and standard condiments.

AB1276 focuses on the inclusion of single-use food accessories and prohibits a food facility or a third-party food delivery platform from providing these accessories to consumers unless they are specifically requested by the consumer. Under AB1276, bundling and packaging foodware accessories or condiments is prohibited. The consumer must request the specific foodware or condiment they would like, and they must be given the foodware as it was requested. Self-serve stations that have access to disposable foodware and condiments are still allowed as long all the items are provided separately and they are not bundled together.

Preparation and execution of AB1276 would come at no cost to the City and would not impact businesses financially. This law would financially help businesses in the long run as they would be able to cut down on disposable foodware accessories. Customers might feel impacted because they now need to request

disposable foodware accessories or condiments when also ordering through online third-party food delivery platforms.

Food facilities that are expected to comply under AB1276 include restaurants, take-out food delivery services, coffee shops, caterers, cafeterias, grocery stores, delis, event venue concessions, mobile food vendors, and certified farmers' markets.

Facilities that are not expected to comply under AB1276 include residential care facilities as well as public and private school cafeterias, health care facilities, and Correctional facilities.

A food facility may offer the consumer through a drive-through and walk-through, a single-use foodware accessory. The single-use foodware accessory can be offered to the consumer if it is deemed necessary for the consumer to consume ready-to-eat food, to prevent spills or to safely transport ready-to-eat food.

Food facilities and third-party food delivery platforms that do not comply with this regulation may be subject to a fine. City enforcement will begin once the ordinance is effective and staff will respond to any reported violations. The first and second violations will result in a notice of violation. Any subsequent violations will result in a twenty-five dollar (\$25) fine per day for each violation, but not to exceed three hundred dollars (\$300) annually.

Environmental Review

AB1276 helps with the reduction of the amount of plastic waste that is being generated by Californians. Many of these items end up in our landfills or they result in non-biodegradable pollution, entering our creeks and into our oceans. Plastic pollution is an on-going global issue that continues to affect California's beaches, scenic routes, riverbanks, etc.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact to the City due to adopting the proposed Ordinance.

ATTACHMENT(S)

ORDINANCE NO. 22-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD ADDING ARTICLE 6 (SINGLE-USE FOODWARE
ACCESSORIES AND STANDARD CONDIMENTS) TO TITLE 6,
CHAPTER 2 OF THE MUNICIPAL CODE**

WHEREAS, in October 2021, Governor Newsom signed into law California State Assembly Bill (“AB”) 1276, which expands upon the existing law requiring “straws on request only,” by prohibiting single-use cutlery, condiment packs and chopsticks;

WHEREAS, AB 1276 prohibits a food facility from providing any single-use food ware accessory or standard condiment to customers unless it is requested specifically by the customer as well as bundling or packaging foodware accessories or condiments and also prohibits third-party delivery platforms from providing these accessories to consumer unless specifically requested by the consumer;

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

Section 1. Chapter 2 of Title 6 of the Maywood Municipal Code is hereby amended to add a new Article 6 to read as follows:

“Article 6. Single-Use Foodware Accessories and Standard Condiment Reduction”

6-2.601 Purpose. The purpose this Article is to reduce the use of waste that is generated by all the single- use food service product in compliance with AB1276.

6-2.602 Definitions.

“AB 1276” means the California State Assembly Bill regulating the distribution of single-use foodware accessories by food vendors to be made available only upon request of the consumer. AB 1276 applies to plastic and non-plastic single-use foodware items and standard condiments.

“Consumer” means a person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food facility, and does not offer the food for resale.

“Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level and as further defined in Health and Safety Code Section 113789.

“Ready-to-eat food” means food that is in a form that is edible without additional preparation to achieve food safety, as specified in Section 114004 or Section 114008, is a raw or partially cooked food of animal origin and the consumer is advised as specified under Section 114093, or may receive additional preparation for palatability or aesthetic, epicurean, gastronomic, or culinary purposes and as further defined in Health and Safety Code Section 113881.

“Single-use” means designed to be used once and then discarded, and not designed for repeated use and sanitizing.

“Single-use foodware accessory” means all of the following single-use items provided alongside ready-to-eat food: Utensils, which is defined as forks, knives, spoons, and sporks, chopsticks, condiment cups and packets, straws, stirrers, splash sticks and cocktail sticks.

“Standard condiment” means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

“Third-party food delivery platform” means a business engaged in the service of online food ordering and delivery from a food facility to a consumer and as further defined in Health and Safety Code Section 113930.5. A food facility does not include a grocery store, as defined in Section 113948, or a room, building, or place or portion thereof, excluding a

restaurant, used to sell to a customer primarily the following products: fresh produce, meat, poultry, fish, deli products, dairy products, perishable beverages, baked foods, and prepared foods.

“Refillable Self-service Dispenser” means a container or equipment that is used to hold disposable foodware accessories for customers to obtain at their discretion.

6-2.603 Requirements for Food Facilities and Third-Party Food Delivery Platforms.

A. Except as provided in paragraph C below, a food facility, for on-premises dining or when using a third-party food delivery platform, shall not provide any single-use foodware accessory or standard condiment packaged for single use to a consumer unless the single-use foodware accessory or standard condiment is requested by the consumer.

B. Single-use foodware accessories and standard condiments packaged for single use provided by food facilities for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of single-use foodware accessory or standard condiment desired without also having to take a different type of single-use foodware accessory or standard condiment.

C. A food facility may ask a drive-through consumer if the consumer wants a single-use foodware accessory if the single-use foodware accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

D. A third-party food delivery platform shall provide consumers with the option to request single-use foodware accessories or standard condiments from a food facility serving ready-to-eat food.

E. If a food facility uses any third-party delivery platform for ready-to-eat food, the food facility shall customize its menu with a list of available single-use foodware accessories and standard condiments, and only those single-use foodware accessories or standard condiments selected by the consumer shall be provided by the food facility. If a consumer does not select any single-use foodware accessories or standard condiments, no single-use foodware accessory or standard condiment shall be provided by the food facility for delivery of ready-to-eat food.

F. Nothing in this section shall prohibit a food facility from making unwrapped single-use foodware accessories available to a consumer using refillable self-service dispensers that dispense one item at a time to allow for single-use foodware accessories to be obtained.

G. Nothing in this section shall prohibit a food facility from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food facility that offers standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use.

H. A food facility is encouraged, but not required, to take actions in addition to the requirements of this section that support a goal of reducing the use of and waste generated by all single-use food service products.

6-2.604 Exemptions. This Article shall not apply to the following institutions or facilities: (a) correctional institutions, which has the same meaning as in Section 7502 of the Penal Code; (b) health care facilities licensed pursuant to Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 of the Health and Safety Code or facilities that are owned or operated by a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code; (c) residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code; and (d) public and private school cafeterias, as referenced in paragraph (1) of subdivision (b) of Section 113789 of the Health and Safety Code.

6-2.605 Enforcement and Penalties.

A. The City Manager, or her designee (“City Manager”), shall have primary responsibility for enforcement of this Article and shall have authority to issue citations for violation of any provision of this Article. The City Manager may establish administrative procedures and take any actions reasonable and necessary to further the purposes of this Article or to obtain compliance with this Article.

B. Any person, food facility or third party delivery platform that violates or fails to comply with any of the requirements of this Article shall be subject to the administrative citation procedures set forth in Chapter 6-4.30 of the Maywood Municipal Code.

C. Notwithstanding the provisions of Chapter 6-4.30, the first and second violations of this Article shall result in a notice of violation, and any subsequent violation shall constitute an infraction punishable by a fine of twenty-five dollars

(\$25) for each day in violation, but not to exceed three hundred dollars (\$300) annually.”

Section 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 3. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 4. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED THIS 27th day of July, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar, City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance 22-02 was adopted at a regular meeting of the City Council of the City of Maywood held on the 27th day of July, 2022 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL WASTE SOLUTIONS TO INCREASE THE COMPENSATION BY \$16,500 FOR FISCAL YEAR 2021-2022 AND AMEND THE AGREEMENT TO REVISE THE SCOPE OF SERVICES AND INCREASE THE COMPENSATION BY \$15,500 PER YEAR FOR THE REMAINING TERM FOR AN ANNUAL NOT TO EXCEED AMOUNT OF \$60,500.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Professional Services Agreement with Municipal Waste Solutions (MWS) to increase the compensation by \$16,500 for fiscal year 2021-2022, amend the scope of services and increase the annual compensation for the remaining term for a not to exceed annual amount of \$60,500 in the form finalized and approved by the City Attorney.

BACKGROUND:

On February 13, 2019, the City entered into an agreement for an amount to not exceed \$45,000 a year with the consultant, Municipal Waste Solutions (MWS) for Solid Waste Consulting and Management Services. This agreement was due to the City's desire to hire a consultant to ensure that the City and the City's waste hauler was complying with all State mandates for solid waste and recycling services. Now with the implementation of Senate Bill (SB) 1383 (Organic Recycling), the City needs to expand the scope of work to include oversight and program implementation for the recycling of organic waste.

On April 27, 2022, the City of Maywood was awarded the SB 1383 Local Assistance Grant which is awarded to cities to assist with implementing an organics program.

DISCUSSION:

The proposed amendment will update the scope of services for MWS; which includes an Action Plan that oversees the implementation of Cal Recycle SB1383. The Action Plan: a) discusses Mandatory Commercial Recycling and Organics Recycling, b) reviews program requirements, c) provides ongoing SB1383 oversight and d) provides for City liaison services. This new scope of services increases the annual budget by \$15,500 for each of the remaining fiscal years. The \$15,500 will allow for MWS to continue to execute the mandatory California Legislation requirements involving solid waste and recycling for the City.

To offset the cost increase, the City applied for and was awarded the SB 1383 Local Assistance Grant Program to use the grant funds for the City's Consultant SB1383 Implementation services. The grant was

designed specifically for the implementation of SB1383 and will help pay for the new scope of services that MWS will provide for the fiscal years 2022-2023 and 2023-2024. The tasks carrying out these scope of services include but are not limited to i) overseeing enforcement, ii) researching, iii) compiling data, iv) submitting information for the Capacity Plan, v) coordination with SB1383 education and outreach workshops, and vi) any other tasks that are required by the implementation process called for in the Action Plan.

LEGAL REVIEW:

The City Attorney has reviewed the proposed agreement and approved as to form

FISCAL IMPACT:

Funding to appropriate \$16,500 from Fund 01 - General Fund from Fiscal Year of 2021-2022. The Senate Bill (SB) 1383 Local Assistance Grant Program is anticipated to be awarded at \$40,025 over fiscal years 2022-2023 and 2023-2024. The funding source will be allocated from one-third of Fund 38 Local Fiscal Recovery Fund and two-thirds of the Fund 01 - General Fund department 645 Building and Planning under Account 5430 Contractual Services.

ATTACHMENT(S)

1. Municipal Waste Solutions Professional Service Agreement
2. Proposal for Solid Waste & Recycling Consulting Services SB 1383 Action Plan Implementation and Ongoing SB 1383 Services
3. SB 1383 Local Assistance Grant Program application certification
4. First Amendment - MWS

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated February 13, 2019 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Municipal Waste Solutions ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent Consultant to perform solid waste consulting and management services.

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

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

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

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through September 6, 2026, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the rates set forth in the Approved Rate Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$45,000 (the "Maximum Compensation") on an annual basis.

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

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

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

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

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

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

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

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

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

A. Indemnities.

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

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

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

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

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

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

14. Default.

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

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

If to Consultant:
Susan Contreras
Municipal Waste Solutions
P.O. Box 2045
Blue Jay, California 92317

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant or applicant for employment because of race, color, religious creed, sex,

gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants and agents.

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

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

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

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing

shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Maywood City Hall is open for business.

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

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

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

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

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Maywood,
a California municipal corporation

Consultant:

Municipal Waste Solutions

By: 

Eduardo De La Riva
Mayor of the City of Maywood

By: 

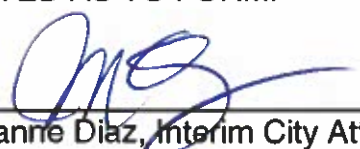
Name: Susan Contreras
Title: Owner

ATTEST:

By: 

Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: 

Roxanne Diaz, Interim City Attorney

EXHIBIT A SCOPE OF SERVICES

The Services to be provided by Consultant is for Consultant's management and compliance monitoring of Commercial Waste Services with the terms of the waste hauler Collector Agreement entered into between the City and Commercial Waste Services (Collector) assigned on September 6, 2018 ("Collector Agreement"). The nature and scope of the specific services to be performed by Consultant are as set forth in the attachment to this Exhibit A, and shall be interpreted to ensure appropriate monitoring of the terms and conditions contained in the Hauler Agreement and Compliance with CalRecycle. The Services of Consultant are to coincide with the terms of the Collector Agreement. If during the term of this Agreement, there is a transition into any other Collector Agreement, the Services will be continued and transitioned to the new Collector.

EXHIBIT B

APPROVED FEE SCHEDULE

Consultant shall conduct the Services at an annual cost of \$45,000. This amount shall be adjusted by the CPI that is set forth in the Collector's Agreement with regard to the Collector's obligation to reimburse the City for the Performance Audit Program Payment and AB 939 Program Payment. The time of the CPI adjusted shall be the same as in the Collector's Agreement. Any tasks requested by the City outside the scope of the Services as described in Consultant's proposal shall be in accordance with the Rate Schedule attached herein.

If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses only if approved in advance in writing by the City Administrator or designee. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.



MUNICIPAL WASTE SOLUTIONS

**P.O. Box 2045
Blue Jay, CA 92317**

Phone 909-234-9099

April 28, 2021

City of Maywood
Jennifer Vasquez, City Mgr
4319 Slauson Ave
Maywood, CA 90270

**Subject: Proposal for Solid Waste & Recycling Consulting Services
SB 1383 Action Plan Implementation and Ongoing SB 1383 Services**

Dear Jennifer;

It is with great pleasure and anticipation that Municipal Waste Solutions (MWS) provides the City of Maywood with this Proposal for Solid Waste & Recycling Consulting Services to oversee the implementation of the SB 1383 Action Plan (Proposal). Having worked in the solid waste consulting and contract management industry for over 30 years, and with the City of Maywood for the last three years, we feel our services are well suited for the City of Maywood, particularly with compliance in the midst of California Legislation relating to solid waste and recycling such as AB 939, AB 341, AB 1826, SB 1383 and other related legislation. Attached you will find our Proposal and Statement of Qualifications.

PROJECT UNDERSTANDING

This Proposal is to assist in implementing the City's SB 1383 Action Plan (Exhibit II) in response to the CalRecycle Notice of Program Gaps. With the recent CalRecycle Review of Maywood's Implementation of AB 1826 - Mandatory Organic Recycling (MORE) program deficiencies, it is crucial to promptly address the program gaps as outlined in the Revised Action Plan's timeline submitted to CalRecycle. The Revised Action Plan Timeline was approved by CalRecycle and the implementation will be closely monitored for the next 12 – 18 months as stated in the June 25, 2020 Letter (Exhibit III). If adequate progress to address the gaps is not achieved, the City will be notified and referred to the JCU for investigation which could result in a Compliance Order and fines of up to \$10,000 per day. In addition to enforcement, there are various Commercial Food Generator, Edible Food Recovery & Self Hauler records and reports that the City is required to review and maintain to ensure compliance as well as specific City reporting requirements.

PROPOSED PROJECT SCOPE OF WORK

Oversee Implementation of CalRecycle SB 1383 Action Plan

The below tasks outline each component necessary to implement the City's SB 1383

Action Plan which is required to come into Compliance with CalRecycle. The Action plan was submitted to CalRecycle to avoid a Compliance Order for Program Gaps. Implementation of the Action Plan is critical as it will be closely monitored by CalRecycle and the City will be referred to the CalRecycle JCU for Compliance Order if an item fails to be implemented as scheduled.

TASK I Mandatory Commercial Recycling and Organics Recycling

MWS will review CalRecycle's Model Mandatory Ordinance and draft Maywood's Mandatory Commercial Recycling and Organics Recycling Ordinance for the City Attorney's review which will effectively compel businesses to comply with MCR and MORE and thereby allow the city the enforcement capability to come into State Mandated Compliance and avoid fines by CalRecycle. The Revised Action Plan designates the 2nd Quarter, 2021 as the time period for City Council to approve the new Ordinance and January 1, 2022 as the effective date of the Ordinance.

TASK II Program Requirements Review

MWS will review all relevant documents to identify program requirements and/or programs required for compliance. These documents and data sources include but are not limited to:

1. Review existing solid waste ordinances/franchise agreement requirements to determine modifications needed
2. Review the City's Program Gaps
3. Review Current Rate Sheet for Waste and Recycling
4. Review Customer List identifying those recycling
5. Review 3rd Party Recycling Report
6. Review Hauler and City's progress on implementation

TASK III Implement Program Gap Action Plan

MWS will meet with the City and the Franchised Hauler to:

1. Review CalRecycle Model Mandatory Organics Recycling Ordinance
2. Draft City of Maywood's Mandatory Organics Recycling Ordinance
3. Discuss any contract or rate structure changes that may be required
4. Work with City and Hauler to draft new contract requirements as necessary to ensure services are being provided
5. Review the Plan of Action with the necessary steps to implement the steps outlined
6. Ensure that material collected is being taken to a proper facility for processing

7. Review necessary reporting requirements
8. Consider enforcement methods
9. Develop a plan and scope of waste assessments including identifying third party and/or self recycling.
10. Oversee Hauler Waste Assessments which are scheduled to take place in the 2nd Quarter of 2021
11. Compile accounts to receive MWS drafted MCR and/or MORE Non-Compliance and Exemption Letters
12. Draft Letter to affected businesses advising of the Mandatory Organics Ordinance and Rates
13. Oversee that any necessary carts are ordered and received as scheduled
14. Coordinate and Oversee Hauler Workshops
15. Oversee Hauler identification and outreach to Tier 1 & 2 Food Generators
16. Review Hauler outreach to Food Banks and Food Recovery Services
17. Draft City of Maywood's Recovered Organic Waste Product Procurement Ordinance

TASK IV On-going SB 13838 Oversight

1. Compile reports from Commercial Food Generators and review their compliance
2. Compile reports from Self-Haulers and review their compliance
3. Compile reports from Edible Food Recovery Organizations and Services and review their compliance
4. Report Capacity Planning Data to the County
5. Compile City's data of Direct Procurement for reporting purposes
6. File Required Organics and Procurement Reports to CalRecycle
7. Review Waivers and Maintain Waiver Log

TASK V City Liaison to CalRecycle

MWS will act as the City's liaison to CalRecycle for all regulatory compliance communications, revision of programs, data reports, submittal of required reports and conference calls/Zoom type meetings.

Cost of Services

Implementation of CalRecycle SB 1383 Action Plan

MWS will conduct these tasks Tasks I, II, III and V through December 31, 2021, as directed by the City at a base cost of \$95 per hour, with a not to exceed amount of \$16500. Once the program is implemented (January 1, 2022) MWS will conduct the ongoing Tasks IV & V, as directed by the City at a base cost of \$95 per hour, with an annual not to exceed amount of \$15,500.

If you have any questions or require further clarification of this proposal, please do not hesitate to contact me at 909-234-9099.

Sincerely,

Susan Contreras

Susan Contreras
Principal/Senior Consultant



MUNICIPAL WASTE SOLUTIONS

**P.O. Box 2045
Blue Jay, CA 92317**

STATEMENT OF QUALIFICATIONS SUSAN CONTRERAS

Municipal Waste Solutions (MWS) is owned and operated by Susan Contreras since 2013. Mrs. Contreras has been involved in recycling and solid waste management in California since 1991 and the inception of the California Integrated Waste Management Act working for Emcon Associates, Inc. and assisting in the Recycling Plan development for over 32 municipalities. Mrs. Contreras also assisted RIS and Huls Environmental Management in the preparation of waste characterizations, spreadsheets and conducting research to finalize the development of Recycling Plans required by Assembly Bill 939. MWS has worked with many jurisdictions on compliance implementation and oversight to meet CalRecycle AB 341 (MCR) and AB 1826 (MORE) requirements.

Mrs. Contreras is currently providing consulting services for the cities of Maywood, Huntington Park, La Puente, Lynwood Unified School District and performing the following project work for each city:

City of Huntington Park February 2020 - Current

MWS developed an action plan to address the Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation. In addition to managing the City's Used Oil and Beverage Container Grants, MWS has written the City's Organics Ordinance and provides oversight.

City of El Monte December 2004 to 2016; May, 2020- Current

May, 2020 - Current

MWS provides support services to the Environmental Services Department to ensure Hauler and CalRecycle Compliance. In addition, MWS Services has been retained to review the hauler franchise agreement and reports to estimate the financial value to determine a starting point in negotiations on an extension as well as to review the Hauler delinquent Accounts tax roll process.

MWS is currently in the process of drafting the City's Organics Ordinance and providing Organic Recycling Program implementation oversight.

December 2004 to 2016;

Beginning in 2004, in partnership with Huls Environmental, Mrs. Contreras coordinated the structure and transition of the residential waste and recycling service to two exclusive haulers and continued to monitor the Franchise compliance. In 2007-2008, Mrs. Contreras was instrumental in coordinating the structure and transition of the Commercial, Multi-Family and Temporary Services routes into an equitable split amongst four haulers with seven Franchise Agreements. Continuous monitoring of the haulers was performed to insure compliance with the Franchise Agreements. In addition, two comprehensive compliance and performance audits were conducted on all seven existing franchise agreements and have uncovered & recouped over \$1.5 million dollars due to the city. Beginning in 2009, Mrs. Contreras went in-house to fully manage the City's Environmental Services Department as well as the HHW Facility, the Beverage Container and Used Oil Grant Programs.

Tasks and projects conducted by MWS include:

- Hauler Franchise Compliance, Management and Municipal Code Enforcement
- Comprehensive Hauler Audits uncovering over \$1.5 million dollars
- Programs for Construction & Demolition Debris
- Hauler Contract Negotiations and Transition Oversight
- Recycling Diversion Programs and AB 341, SB 32 and AB 939 Compliance & Reporting
- Used Oil Recycling Grant and Beverage Container Grant Management
- Household Hazardous Waste Facility Management

City of Maywood December 2016 to Current

MWS was contracted in December 2016 to bring the City of Maywood into compliance with CalRecycle's Compliance Order and Mandates as well as filing quarterly and annual CalRecycle reports. As a result, we were able to substantially reduce penalties and extend the timeframe for compliance. MWS drafted the Revised C&D Ordinance in 2017 to comply with CalRecycle and CalGreen and drafted the Mandatory Recycling Ordinance which was implemented in January, 2019. In addition, MWS conducted a performance review of the then contracted hauler and due to default, evaluated proposals in response to an RFP as well as performed oversight of the transitioning and performance of the new hauler. MWS also obtained and administrated the annual Beverage

Container Grants and Expenditure Reports. In addition, as a result of low participation in the Organics Program, MWS developed an action plan to address these Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation.

City of La Puente June 2015 to Current

In 2015, MWS was contracted in La Puente to further prepare and implement the City's SRRE and HHWE. MWS maintains and monitors both elements and prepares all reports required by CalRecycle. The disposal tonnage is analyzed and reported to CalRecycle as the City is bordered by Unincorporated LA County and 50% of their waste reported to the DRS is mis-allocated which affects compliance. MWS has been successful in assisting the City in achieving compliance with CalRecycle. The franchised hauler's performance and compliance with their contract and CalRecycle mandates is monitored and reviewed. In addition, as a result of low participation in the Organics Program, MWS developed an action plan to address the Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation. MWS is currently drafting the City's Organic Recycling Ordinance and providing Organic Recycling Program implementation oversight.

Lynwood Unified School District June 2015 to Current

In 2016, MWS began working with the Lynwood Unified School District to bring them into compliance with State Environmental Laws by developing a benchmark of solid waste output, recyclable materials, recycling program recommendations and diversion program development and implementation. MWS developed and managed a Request for Proposal process which resulted in selecting a qualified solid waste and recycling company to implement the recycling programs.

City of Lynwood May 2014 to December, 2019

Beginning in 2014, MWS setup and initiated the Administrative Program and developed required City and State Reports for AB 939 Compliance. In addition, MWS manages and monitors compliance by the waste hauler with the terms of their Franchise Agreement to ensure compliance of the terms and conditions contained in the Franchise Agreement and Compliance with CalRecycle. During the initial Comprehensive Audit, MWS uncovered and recouped \$1,500,000 due to the City. Currently, MWS is assisting the City and Hauler with programs to increase diversion and participation with mandatory recycling and organics diversion programs as well as administrating CalRecycle Grants.

City of Bell August 2012 to August 2014

In August of 2012, Mrs. Contreras began auditing the hauler transition for the City of Bell and reviewing the Prop 218 requirement. In addition, she reviewed all hauler reporting and payments for accuracy and compliance and ensured AB939 and AB341 compliance and reporting. Due to her work on this contract, the City achieved the goal to become more self-sufficient in overseeing the hauler activities.

References:

Cesar Roldan,	Huntington Park, Public Works Director	(323) 584-6274
Troy Grunklee,	La Puente, Director of Administrative Services	(626) 855-1500
David Mango,	Maywood Assistant City Manager	(323) 562-5721
Don Wagner,	Maywood & Rosemead former City Mgr	(818) 422-1854
Jesus Gomez,	Norwalk City Manager	(562) 929-5700

EXHIBIT I

MWS SCHEDULE OF RATES

Principal/Senior Consultant	\$95/Hr
Senior Staff	\$75/Hr
Junior Staff	\$55/Hr
Administrative Staff	\$40/Hr
Subcontractor	Cost
Travel Expenses	\$.45/Mile
Reproduction	\$0.25/Pg

EXHIBIT II

CITY OF MAYWOOD ACTION PLAN MANDATORY COMMERCIAL RECYCLING (MCR/AB 341) MANDATORY COMMERCIAL ORGANICS RECYCLING (MORe/AB 1826) Revised 3/1/21					
Program Development	Target Audience	Responsible Party	Frequency	Target Completion Date	
Ordinance to require regulated businesses to have and participate in MCR, MORe and SB 1383 collection services					
Review CalRecycle Model Ordinance	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	One-Time	1 st Qtr 2021	
Draft Ordinance	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	One-Time	1 st Qtr 2021	
City Attorney to Review Draft Ordinance	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	One-Time	2 nd Qtr 2021	
1st Reading of Ordinance	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	One-Time	2 nd Qtr 2021	
Approval by Council	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	One-Time	2 nd Qtr 2021	
Ordinance goes into effect	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	One-Time	Jan, 2022	

	Enforcement activities commence	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	On-going	1 st Qtr 2022
	Maintain records of enforcement activities	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	On-Going	1 st Qtr 2022
Require Haulers to provide services to all MCR & MORE regulated businesses					
	Exclusive Hauler Agreement Becomes Effective	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Hauler	One-Time	Sept, 2020
	Enforcement of new hauler requirements	Hauler	Jurisdiction	On-going as needed	4 th Qtr 2020
	Meet with Hauler on a regular basis	Hauler	Jurisdiction	Monthly	Ongoing
	Review Reports submitted by hauler	Hauler	Jurisdiction	Monthly	4 th Qtr 2020
	Take action if not in compliance with agreement	Hauler	Jurisdiction	On-going as needed	4 th Qtr 2020
	Letter will be sent to regulated businesses to inform them of new rates and Ordinance as applicable	Hauler	Jurisdiction	One-Time	3 rd Qtr 2021

Determine collection service needs					
	Develop plan to determine service levels for regulated businesses that will receive service	Hauler	Hauler/ Jurisdiction	One-Time and on-going as needed	2 nd Qtr 2021
	Develop scope of assessment for each business (number per month, which regulated businesses, tracking of information, follow-up, how businesses will be contacted will be taken into consideration)	Hauler	Hauler/ Jurisdiction	One-Time and on-going as needed	2 nd Qtr 2021
	Conduct annual waste Assessments	Hauler	Hauler/ Jurisdiction	Annually & on-going as needed	2 nd Qtr 2021
	Follow up with businesses as needed after collection service starts	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Hauler/ Jurisdiction	Annually & on-going as needed	1 st Qtr 2022
	Adopt Ordinance	Hauler	Jurisdiction	One Time	2 nd Qtr 2021
	Order containers/expected arrival date	Hauler	Hauler	One-Time & on-going as needed	4 th Qtr 2021

	Develop signage/outreach to ensure containers being utilized properly (Providing internal signage to businesses that have customers that consume material on site will be considered)	Hauler	Hauler	One- Time & On-going as needed	4 th Qtr 2021
	Set up service with customer— communicate to customer, deliver container, provide signage and education	AB 341 & AB1826 Regulated Businesses Multi-Family & Commercial	Hauler	One- Time & On-going as needed	Jan 2022
Provide MCR & MORE services automatically to all regulated businesses					
	Order containers/expected arrival date	Hauler	Hauler	One-Time & On-going as needed	4 th Qtr 2021
	Develop signage/outreach to ensure proper containers utilization (internal signage to businesses that have customers that consume material on site will be considered)	Hauler	Hauler	One-Time & On-going as needed	4 th Qtr 2021
	Set up service with customer— communicate to customer, deliver container, provide signage and education	AB341 and AB1826 Regulated Businesses Multi-Family & Commercial	Hauler	One-Time & On-going as needed	Jan, 2022
Identification of all MCR & MORE regulated businesses self-hauling					

	Develop method to identify all regulated businesses that are currently self-hauling.	AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Hauler/ Jurisdiction	On-going as needed	2 nd Qtr 2021
	- Determine method for contacting self-haulers (via direct contact, business license, survey). Determine if regulated businesses are self-hauling all covered material or if additional collection service is needed. - Confirm recycling and where material is taken - Service needs	Self-Haulers & AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Hauler/ Jurisdiction	On-going as needed	2 nd Qtr 2021
	Implement identification and collect data	Hauler	Hauler	Annually & on-going as needed	2 nd Qtr 2021
New or Revised MCR & MORE Education and Outreach					
	Send a Notice of the newly adopted Ordinance, the Recycling Program and Business License Requirements as applicable	Self-Haulers & AB 341 & AB 1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	On-going as needed	3 rd Qtr 2021

	Send out AB 341 & AB1826 non-compliance letters	Self-Haulers & AB 341 & AB1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	On-going as needed	3 rd Qtr 2021
	Send out Exemption Status Letters	Self-Haulers & AB 341 & AB1826 Regulated Businesses Multi-Family & Commercial	Jurisdiction	Annually & On-going as needed	4 th Qtr 2021
	Include pertinent articles in newsletters, website and social media	AB 341 & AB1826 Regulated Businesses Multi-Family & Commercial	Hauler/ Jurisdiction	At least Qtrly & On-going as needed	3 rd Qtr 2021
Address Organics Capacity Planning		Hauler/ Jurisdiction	Hauler/ Jurisdiction	Annually	3 rd Qtr 2021
Edible Food Recovery Program					
	- Determine types of edible food generators to target (Tier 1 & Tier2) - Meet with Tier 1 generators	Tier 1	Hauler	Annually & on-going as needed	3 rd Qtr 2021
	- Determine food bank or food recovery services' capacity and gaps - Meet with food bank/food recovery services to discuss opportunities	Hauler	Hauler	Annually & on-going as needed	3 rd Qtr 2021

	• Implement program ○ Conduct outreach to generators Tier 1 generators ▪ Provide information on website • Meet with generators	Tier 1 generators	Hauler/ Jurisdiction	One Time & on-going as needed	3 rd Qtr 2021
	○ Conduct outreach to generators Tier 2 generators ▪ Provide information on website	Tier 2 generators	Hauler/ Jurisdiction	One Time & on-going as needed	3 rd Qtr 2023
	○ Meet with Tier 2 generators	Tier 2 generators	Hauler/ Jurisdiction	One Time & on-going as needed	3 rd Qtr 2023

California Environmental Protection Agency



Department of
Resources Recycling and Recovery

Gavin Newsom
California Governor

Jared Blumenfeld
Secretary for Environmental Protection
Ken DaRosa
CalRecycle Acting Director

June 25, 2020

David Mango
City of Maywood
4319 East Slauson Avenue
Maywood, CA 90270

Dear Mr. Mango,

We are writing regarding the status of CalRecycle's review of whether the City of Maywood is complying with meeting AB 939 requirements. Public Resources Code (PRC) Section 41825 specifies a schedule for this review and requires CalRecycle to make a finding of whether or not each jurisdiction complies with PRC Section 41780 during the review period. Additionally, both AB 341 and AB 1826 specifically authorize CalRecycle to conduct reviews of mandatory commercial recycling programs (PRC Section 42649.3(h)) and/or mandatory commercial organics recycling programs (PRC Section 42649.82(g)(2)) at any time. These laws require that your Jurisdiction conducts education, outreach, and monitoring activities annually to covered businesses and multifamily dwellings and provides an update to CalRecycle each reporting year. AB 1826 also requires that each jurisdiction address other activities, such as infrastructure, etc., and report that annually to CalRecycle. As a result of this review the City of Maywood was found to be deficient in implementing its Mandatory Commercial Recycling (MCR) and the Mandatory Commercial Organics Recycling (MORE) program.

Since being informed of the program gaps, your City submitted a strategy to adequately address the gaps as indicated in the Request For Approval dated June 16, 2020.

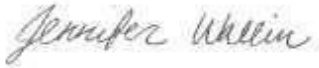
- Develop new long term exclusive hauler agreement to ensure the MCR and MORE program can be extended to all regulated businesses.
- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Require Franchise Hauler to provide recycling and/or organics collection services to all covered businesses that require service(s).
- Identification of businesses that self-haul. Establish method of data collection and monitoring of self-haulers.
- Provide MCR and MORE services automatically to all covered businesses. The jurisdiction has provided a date by when containers would be delivered.

- Review of current MCR and MORE programs to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

CalRecycle staff will begin monitoring implementation based on the jurisdiction's submitted plan timeline to ensure that the program gaps are fully addressed. During that time, if the jurisdiction is not making adequate progress to address the gaps, the City will be notified and the program will be referred to the Jurisdiction Compliance Unit (JCU) for investigation.

We appreciate the City's attention to fully addressing the program gaps. Should you have any questions, please contact Melissa Gomez at Melissa.gomez@calrecycle.ca.gov or at (562) 595 – 1950.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Wallin".

cc: Jeffery Taylor, CalRecycle

Melissa Gomez, CalRecycle

REQUEST FOR APPROVAL

To: Matt Henigan, Deputy Director
Materials Management and Local Assistance Division

From: Cara Morgan, Branch Chief
Local Assistance and Market Development

Request Date: May 19, 2020

Decision Subject: Compliance Investigation Results Regarding the Implementation of Mandatory Commercial Recycling (MCR) and/or Mandatory Commercial Organics Recycling (MORe) Programs for the Jurisdictions listed in Attachment 1.

Action By: June 16, 2020

Summary of Request:

A key component in maintaining the success of the Mandatory Commercial Recycling (MCR) and Mandatory Organics Recycling (MORe) laws is CalRecycle's role in overseeing how well jurisdictions are implementing these programs. Pursuant to Public Resources Code (PRC) Sections 42649.3(g) and 42649.82((g)(1), CalRecycle reviews each jurisdiction's compliance with these laws as part of the reviews required by PRC Section 41825. Additionally, CalRecycle may evaluate at any time whether a jurisdiction is in compliance with these two laws pursuant to PRC Sections 42649.3(h) and 42649.82(g)(2).

In January 2017, CalRecycle's Director sent a letter to all jurisdictions informing them of the "At Any Time Review" process. The process specifies that if staff identifies a gap in how a jurisdiction is implementing the requirements of either of these laws, then:

- Staff will inform the jurisdiction that a formal Letter of Concern from CalRecycle to the jurisdiction is coming. Once the letter is received, the jurisdiction will have 30 days to respond.
- After CalRecycle receives the jurisdiction's response to the letter, or lack thereof, an agenda item for approval by CalRecycle's MMLA Deputy Director will be presented at a CalRecycle monthly public meeting. The agenda item will indicate one of three potential staff recommendations:
 1. The jurisdiction failed to respond and staff recommends that the jurisdiction be referred to CalRecycle's enforcement unit for consideration of a compliance order; or
 2. The jurisdiction's response to the letter is inadequate and staff recommends that the jurisdiction be referred to the enforcement unit for consideration of a compliance order; or
 3. The jurisdiction's response to the letter is adequate and staff recommends that the program be monitored. However, if the same gaps still persist within the next

year, an agenda item that refers the jurisdiction to the Jurisdiction Compliance unit for consideration of a compliance order will be presented at CalRecycle's next monthly public meeting.

This Request for Approval addresses Local Assistance and Market Development (LAMD) staff's review finding that 27 jurisdictions have significant gaps in program implementation for MCR and/or MORE. These gaps were determined during LAMD staff's annual review of each jurisdiction. LAMD staff informed each of these jurisdictions of the identified program gaps, sent them a Letter of Concern, and gave them 30 days to submit a response that explained how they would address the program gaps. All of the jurisdictions responded with appropriate information.

LAMD staff will also closely monitor each of these jurisdictions over the next 12-18 months. If at any time during this period LAMD staff finds that any of these jurisdictions have not made adequate progress on implementing the plans that they submitted to CalRecycle, then they will be referred immediately to JCU. JCU will then conduct an independent investigation and consider whether a compliance order should be issued. Jurisdictions that fail to satisfy the conditions of a subsequent compliance order may be subject to a fine of up to \$10,000 per day.

Recommendation:

Staff recommends that it be determined that the jurisdictions noted in Attachment 1 have submitted adequate plans and that they be monitored over the next 12-18 months.

Deputy Director Action:

Based on the information and analysis in this Request for Action and the findings set out above, I hereby approve the recommendation that these jurisdictions have submitted adequate responses in accordance with the "At Any Time Review Process" and that they will not be referred to JCU at this time. I direct staff to further monitor all of these jurisdictions over the next 12-18 months. If, at any time during this period, any jurisdiction is found to not be fully implementing its plan to address the identified gaps, that jurisdiction will be referred to JCU for consideration of whether a compliance order should be issued.

Dated: 6/16/2020



Matt Henigan, Deputy Director
Materials Management and Local Assistance

Attachment 1 contains a listing of the Jurisdictions referenced in this Request for Approval.

Background Information

Over the past several years, the Legislature and Governor have set ambitious goals to increase recycling and reduce solid waste disposal, in part driven by associated greenhouse gas emission reductions. In particular, Assembly Bill 341 set a goal of reducing landfill disposal by 75 percent by 2020 and established MCR requirements, and Assembly Bill 1826 established MORE requirements. The purpose of MCR and MORE is to reduce greenhouse gas emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California. PRC sections 42649 and 42649.8 *et seq.* requires each jurisdiction to implement a mandatory commercial solid waste recycling and organics recycling program appropriate for that jurisdiction. The program is to be designed to divert commercial solid waste from regulated businesses, whether or not the jurisdiction has met the requirements of PRC section 41780. Each jurisdiction is also required to report its progress achieved in implementing the MCR and MORE laws, including education and outreach, identification, monitoring, and if applicable, enforcement efforts, by providing updates in the annual report required by PRC Sections 41821.

Statute requires CalRecycle to review whether a jurisdiction has complied with, or made a good faith effort to comply with, the requirements of the MCR and MORE laws. For purposes of this evaluation, “good faith effort” means all reasonable and feasible efforts by a jurisdiction to implement its commercial recycling program in accordance with the MCR and MORE laws (See PRC Sections 42649.3(i) and 42649.82(h)). CalRecycle may also evaluate whether a jurisdiction is in compliance at any time CalRecycle receives information the jurisdiction has not implemented, or is not making a good faith effort, to implement its mandatory commercial recycling and mandatory commercial organics recycling programs (See PRC section 42649.3(h) and 42649.82(g)(2)).

In determining compliance with this requirement, CalRecycle’s evaluation may include, but is not limited to, the following factors:

- The extent to which businesses have implemented recycling programs;
- The recovery rate of the commercial waste from the material recovery facilities that are utilized by the businesses;
- The extent to which the jurisdiction is conducting education and outreach to businesses; and
- The extent to which the jurisdiction is monitoring businesses, and notifying those businesses that are out of compliance.
- The availability of markets for collected recyclables.
- Budgetary constraints.
- In the case of rural jurisdictions, the effects of small geographic size, low population density, or distance to markets.

As a result of its review, CalRecycle may find that a jurisdiction:

- 1) has made a good faith effort to implement its MCR and/or MORE programs; or
- 2) has failed to adequately implement its MCR and/or MORE program and consider issuance of a compliance order. Jurisdictions that fail to satisfy the conditions of a subsequent compliance order may be subject to a fine of up to \$10,000 per day.

Staff's analysis of program implementation is based upon the Countywide Integrated Waste Management Plan Enforcement Policy Part II, originally adopted in August 2001 (by CalRecycle's predecessor, the California Integrated Waste Management Board) and revised in June 2015 pursuant to AB 341, AB 1826, and AB 1594. Pursuant to PRC section 41825(e)(3), staff utilizes the criteria delineated in the Enforcement Policy to determine the extent to which a jurisdiction has implemented, or has shown a good faith effort to implement, its MCR and MORE programs. The scenarios in the Enforcement Policy Part II provide illustrative criteria to serve as examples of the issues staff utilizes in examining local jurisdiction program implementation.

Findings

CalRecycle's LAMD staff extensively reviewed each jurisdiction during 2019 as a part of its annual review by conducting conference calls and on-site visits to verify program implementation and by reviewing documentation, including annual reports, hauler data, outreach and education materials, etc. This investigation determined the extent to which each jurisdiction has implemented PRC Sections 42649 *et seq.* and 42649.8 *et seq.*

As a result of reviewing each jurisdiction, LAMD staff identified program gaps for the jurisdictions identified in this Request for Approval. For these jurisdictions, staff looked at a variety of factors, including if annual monitoring was conducted, trends in regulated entity compliance rates, etc.

LAMD staff discussed these program gaps with each jurisdiction and, pursuant to the "At Any Time Review Process" described above, sent a Letter of Concern and provided each one 30 days to submit a plan to correct the gaps. Subsequently, these jurisdictions responded with information detailing how the gap(s) would be addressed.

LAMD staff will closely monitor each of these jurisdictions over the next 12-18 months. If at any time during this period LAMD staff finds that any of these jurisdictions have not made adequate progress on implementing the plans that they submitted to CalRecycle, then they will be referred immediately to JCU. JCU will then conduct an independent investigation and consider whether a compliance order should be issued. Jurisdictions that fail to satisfy the conditions of a subsequent compliance order may be subject to a fine of up to \$10,000 per day.

The following is a summary of the program gaps for each of these jurisdictions. This summary also includes the information that the jurisdictions provided on how they will correct the program gaps.

Baldwin Park (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 31, 2019: MORE businesses 95% and multifamily complexes 100%.

Plan to Address Program Gaps:

- Begin enforcement of City ordinance, which requires participation in the MCR and MORE programs, and tracking of violations.
- Identification of self-haulers currently providing organics collection services to covered businesses and develop method to obtain tonnage information from self-haulers operating in the City.
- Review of current MORE program to ensure effective follow up with those not recycling, that education and outreach materials are up to date, and to ensure signage and follow up education is provided to participants in the organics program.
- Identify food recovery opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Bellflower (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of November 2019: MORE businesses 90% and multifamily complexes 0%.

Plan to Address Program Gaps:

- The City will issue a Request for Proposals for Solid Waste Services that will include a requirement for the selected waste hauler to automatically provide organic waste recycling services, including providing the necessary containers, to all generators that are subject to AB 1826.
- Develop process to evaluate covered businesses for possible exemptions to the MORE program, including what types of exemptions will be allowed under the City's program and statute, how to verify exemptions, and, with the City's approval, to grant an exemption to the MORE program.
- Identification of businesses that self-haul and/or use 3rd party recyclers. Establish method of data collection and monitoring of self-haulers and 3rd party recyclers.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.

Bell Gardens (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of October 2019: MORE businesses 95%.

Plan to Address Program Gaps:

- For MCR program, review of requirements on hauler to ensure services can be provided by the haulers to all businesses and multi-family complexes that meet the thresholds of AB 341. For MORE program, negotiation of new services to be provided by the haulers to all businesses and multi-family complexes that meet the thresholds of AB 1826. The non-

exclusive haulers will be required to provide these services automatically to all businesses and multi-family complexes. .

- Develop process to evaluate covered businesses for possible exemptions to the MORE program, including what types of exemptions will be allowed under the City's program and statute, how to verify exemptions, and, with City's approval, to grant an exemption to the MORE program.
- Identification of businesses that self-haul and/or use 3rd party recyclers. Establish method of data collection and monitoring of self-haulers and 3rd party recyclers.
- Review of current MCR and MORE programs to ensure effective follow up with those not recycling and that education and outreach materials are up to date.

Corona (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Also, the jurisdiction did not adequately identify regulated entities and did not conduct the required annual monitoring of regulated entities under both MCR and MORE. Non-compliance rate as of January 1, 2020: MCR businesses 54% and multifamily complexes 45%; MORE businesses 83% and multifamily complexes 80%. The recovery rate from the commercial waste stream was low at 5.39%.

Plan to Address Program Gaps:

- Updated their municipal code to include mandatory commercial recycling and mandatory commercial organics recycling for all commercial generators.
- Added a full time position to manage the waste and recycling programs for the City and to provide direct outreach to commercial generators.
- Increased outreach to covered entities with letters, surveys, and in-person visits. The direct outreach to businesses was suspended in mid-March, 2020, but will resume May 2020, with letters and surveys sent out in lieu of in person waste assessments.
- Developing a new educational campaign to include a branded name for the City. The efforts include a new URL directly accessible from the City's homepage, informational videos by summer 2020, E-newsletters, bill inserts, workshops for businesses with the City's Economic Development Department (fall 2020), and more.
- Notices of violation to commercial generators with potential administrative violations will commence October 2020. For those entities not complying by November 2020, the City will automatically provide needed services.

Gardena (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of January 2020: MCR businesses 48% and multifamily complexes 77%; MORE businesses 97% and multifamily complexes 92%.

Plan to Address Program Gaps:

- Amend Franchise Agreement to add food collection component to multi-family services, as well as ensure that all regulated businesses can be provided with organics collection services automatically.
- Adopt an ordinance that specifies recycling and organics collection as mandatory services and includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Require Franchise Hauler to provide recycling and/or organics collection services to all covered businesses that require service(s).
- Identification of businesses that self-haul and/or use 3rd party recyclers. Establish method of data collection and monitoring of self-haulers and 3rd party recyclers.
- Review of current MCR and MORE programs to ensure effective follow up with those not recycling, that education and outreach materials are up to date, and to ensure signage and follow up education is provided to participants in the programs.
- Identify food recovery services/organizations, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Hawaiian Gardens (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of March 2020: MCR businesses 92% and multifamily complexes 98%; MORE businesses 72% and multifamily complexes 97%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires regulated businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Provide MCR & MORE services automatically to all covered businesses. The jurisdiction has provided a date by when containers would be delivered.
- Identification of businesses that self-haul and/or use 3rd party recyclers. Establish method of data collection and monitoring of self-haulers and 3rd party recyclers.
- Review and update of current MCR and MORE education and outreach materials and monitoring of hauler efforts.
- Identify current infrastructure and processing capability and determine future capacity needs.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Hermosa Beach (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of February 2020: MORE businesses 60% and multifamily complexes 73%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Provide MORE services automatically to all regulated businesses. The jurisdiction has provided a date by when containers would be delivered.
- Identification of businesses that self-haul and/or use 3rd party recyclers. Establish method of data collection and monitoring of self-haulers and 3rd party recyclers.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Huntington Park (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of January 2020: MCR businesses 87% and multifamily complexes 98%; MORE businesses 99% and multifamily complexes 100%.

Plan to Address Program Gaps:

- Modify franchise agreement to ensure the MCR and MORE program can be extended to all covered businesses.
- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Require Franchise Hauler to provide recycling and/or organics collection services to all covered businesses that require service(s).
- Identification of businesses that self-haul. Establish method of data collection and monitoring of self-haulers.
- Provide MCR and MORE services automatically to all covered businesses. The jurisdiction has provided a date by when containers would be delivered.
- Review of current MCR and MORE programs to ensure effective follow up with those not recycling, that education and outreach materials are up to

date, and to ensure signage and education is provided to participants in the programs.

- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Irvine (MORE)

The jurisdiction implemented its MORE program but based on the monitoring numbers submitted by the jurisdiction, there remains a high level of non-compliance. Non-compliance rate as of October 2019: MORE businesses 84% and multifamily complex rate was not available.

Plan to Address Program Gaps:

- Develop and issue a City directive, as authorized under current franchise agreements, to require all haulers to provide a service package that automatically includes organic recycling for all MORE regulated businesses.
- Identification of businesses that self-haul and/or use 3rd party recyclers. Establish method of data collection and monitoring of self-haulers and 3rd party recyclers.
- Provide MORE services automatically to all covered businesses. Monitoring of hauler implementation of this requirement would take place.
- Review of current MORE program to ensure that education and outreach materials are up to date and oversee hauler provided outreach.

La Habra (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of April 2020: MCR businesses 42% and multifamily complexes 51%; MORE businesses 81% and multifamily complexes 81%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Review of current MCR and MORE programs to ensure effective follow up with those not recycling and that education and outreach materials are up to date.

Lancaster (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 2019: MCR businesses 23% and multifamily complexes 52%; MORE businesses 79% and multifamily complexes 79%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Identification of businesses that self-haul. Establish method of data collection and monitoring of self-haulers.
- Review of current MCR and MORE programs to ensure effective follow up with those not recycling and that education and outreach materials are up to date.

Larkspur (MORE)

The jurisdiction implemented its MORE program but based on the monitoring numbers submitted by the jurisdiction, there remains a high level of non-compliance. Non-compliance rate in 2019: MORE businesses, 55% non-compliant and multi-family dwellings, 59% non-compliant.

Plan to Address Program Gaps:

- Identify covered, non-compliant, and exempt generators.
- Identify all businesses, meeting the threshold, self-hauling and establish method of monitoring self-haulers.
- Conduct outreach and site visits to educate all the covered generators.
- Adopt a mandatory ordinance requiring that regulated generators have organics services including enforcement provisions.
- City's hauler will present a proposal to the City for comprehensive programs to address MCR and MORE and residential green waste implementation.
- City and hauler will enter into negotiations for a new franchise agreement to include comprehensive programs related to MCR and MORE and residential green waste, including necessary rate adjustments.

Lynwood (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of February 2020: MORE businesses 60%.

Plan to Address Program Gaps:

- Provide MORE services automatically to all covered businesses. Subsequent to receiving the letter from CalRecycle indicating gaps in MORE program implementation, the City subsequently rolled out carts to all MORE subject accounts as of February 26, 2020.
- Adopt an ordinance that requires covered businesses to participate in MORE and SB 1383 collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement

would be implemented after a period of education and outreach about the requirements.

- Identification of businesses that self-haul and/or use 3rd party recyclers. Establish method of data collection and monitoring of self-haulers and 3rd party recyclers.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.
- Identify current infrastructure and processing capability and determine future capacity needs.

Maywood (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 2019 for MCR: MCR businesses 40%; and non-compliance rate as of December 2019 for MORE: MORE businesses 92% and multifamily complexes 45%.

Plan to Address Program Gaps:

- Develop new long term exclusive hauler agreement to ensure the MCR and MORE program can be extended to all regulated businesses.
- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Require Franchise Hauler to provide recycling and/or organics collection services to all covered businesses that require service(s).
- Identification of businesses that self-haul. Establish method of data collection and monitoring of self-haulers.
- Provide MCR and MORE services automatically to all covered businesses. The jurisdiction has provided a date by when containers would be delivered.
- Review of current MCR and MORE programs to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Montebello (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance.

Current compliance data could not be provided by the jurisdiction, but City staff indicated participation in hauler provided organics collection program is low.

Plan to Address Program Gaps:

- The jurisdiction has adopted, and already started enforcement of, an ordinance that requires covered businesses to participate in MORE and collection services.
- Provide MORE services automatically to all covered businesses. Monitoring of hauler implementation of this requirement would take place.

Orange (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. In addition, monitoring has been inconsistent, and/or does not appear to encompass all covered entities. Non-compliance rate as of October 2019: MCR businesses 47% and multifamily complexes 70%; MORE businesses 65% and multifamily complexes 79%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Improved monitoring of businesses not recycling, including specific new and improved tasks identified to provide follow up with those not recycling, as well as metrics for ensuring follow up tasks are taking place.

Palmdale (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 2019: MCR businesses 30% and multifamily complexes 63%; MORE businesses 77% and multifamily complexes 67%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Provide MCR and MORE services automatically to all covered businesses. The jurisdiction has provided a date by which containers would be delivered.
- Review and update of current MCR and MORE education and outreach materials.

- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Pasadena (MORE)

The jurisdiction is implementing its MORE program, but it is unclear if organics collection services can be extended to all covered entities by all haulers. Based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. In addition, monitoring has been inconsistent, and/or does not appear to encompass all covered entities. Non-compliance rate as of December 2019: MORE businesses 94% and multifamily complexes 95%.

Plan to Address Program Gaps:

- Amend Franchise Hauler Administrative Rules and Regulations to require all haulers to provide organics recycling services to businesses.
- Provide MORE services automatically to all covered businesses. Monitoring of hauler implementation of this requirement would take place.
- Review and update of current MORE education and outreach materials and monitoring of hauler provided outreach.

Rancho Palos Verdes (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 2019: MCR businesses 37%; MORE businesses 60% and multifamily complexes 67%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Review existing solid waste commercial agreement and multi-family requirements to determine if modifications are needed to subject to require hauler(s) to provide recycling and organics services to all regulated businesses automatically charge them for such services.
- Provide MCR and MORE services automatically to all covered businesses.
- Identification of self-haulers currently providing recycling and organics collection services to covered businesses and develop method to obtain tonnage information from self-haulers operating in the City.
- Review and update of current MCR and MORE education and outreach materials.

Rancho Santa Margarita (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of February 2020: MORE businesses 60%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MORE collection services and that includes enforcement provisions, The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Jurisdiction and hauler currently in negotiations for a modified franchise agreement that will ensure comprehensive programs. Rate changes will ensure MORE program extends to all covered businesses.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.

Riverside Unincorporated (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs but it is unclear if recycling and organics recycling services can be extended to all covered generators. In addition, monitoring has been inconsistent, and/or does not appear to encompass all covered entities. Based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Noncompliance rates as of March 30, 2020: MCR businesses 50% and multifamily complexes 62%; MORE businesses 75% and multifamily complexes 48%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires regulated businesses to participate in a mandatory three-bin system and that includes an exemption process and enforcement provisions.
- Modify franchise agreements to require the franchise haulers to automatically provide recycling and/or organics recycling collection services to all regulated generators that require services under MCR and MORE.
- Commence bin service roll-out in January 2021 with a phased in approach.
- Review of current MCR and MORE programs to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Rolling Hills Estates (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-

compliance. Non-compliance rate as of 04/21/2020: MCR businesses 60%; MORE businesses 88% and multifamily complexes 100%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

San Fernando (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 2019: MCR businesses 61% and multifamily complexes 30%; MORE businesses 99% and multifamily complexes 100%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and that includes enforcement provisions. The jurisdiction has provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Santa Clarita (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 2019: MORE businesses 96% and multifamily complexes 40%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MORE collection services and that includes enforcement provisions. The jurisdiction has also provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.

- City and hauler will enter into negotiations for a modified franchise agreement that will include comprehensive programs to ensure the MORE program can be extended to all regulated businesses.
- Require Franchise Hauler to provide organics collection services to all regulated businesses that require service.
- Provide MORE services automatically to all regulated businesses. The jurisdiction has provided a date by when containers would be delivered.
- Identification of businesses that self-haul. Establish method of data collection and monitoring of self-haulers.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.
- Identify food recovery services/opportunities, and conduct outreach to edible food generators to connect them with food recovery services/organizations.

Torrance (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of December 2019: MCR businesses 27% and multifamily complexes 55%; MORE businesses 93% and multifamily complexes 95%.

Plan to Address Program Gaps:

- Revise the Torrance Municipal Code to require haulers to automatically provide a standard level of recycling and organics service to all businesses and multi-family complexes per MCR and MORE requirements.
- Monitoring of hauler implementation of ordinance requirements with potential penalties for non-compliance.
- Review and update of current MCR and MORE education and outreach materials and monitoring of hauler provided outreach.

Vernon (MCR and MORE)

The jurisdiction is implementing its MCR and MORE programs, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of November 2019: MCR businesses 40% and multifamily complexes 100%; MORE businesses 85% and multifamily complexes 100%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MCR and MORE collection services and includes enforcement provisions. The jurisdiction has provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.

Westminster (MORE)

The jurisdiction is implementing its MORE program, but based on the monitoring numbers submitted by the jurisdiction, there is still a high level of non-compliance. Non-compliance rate as of October 2019: MORE businesses 87% and multifamily complexes 64%.

Plan to Address Program Gaps:

- Adopt an ordinance that requires covered businesses to participate in MORE collection services and that includes enforcement provisions. The jurisdiction has provided a date by which enforcement would be implemented after a period of education and outreach about the requirements.
- Review of current MORE program to ensure effective follow up with those not recycling and that education and outreach materials are up to date.



Application Certification

Application Information

Applicant: City of Maywood

Cycle Name: SB 1383 Local Assistance Grant Program

Application Due Date: 02/01/2022

Cycle Code: OWR1

Secondary Due Date: 03/01/2022

Grant ID: 25316

Grant Funds Requested: \$37,313.00

Matching Funds: \$0.00 (if applicable)

Contacts

Name	Title	Prime	Second	Auth	Cnslt	Prtcpt. Auth
Susan Contreras	Environmental Consultant	X			X	
Jennifer Vasquez	City Manager			X		

Budget

Category Name	Amount
Admin Costs	\$0.00
Collection	\$0.00
Education	\$0.00
Enforcement	\$0.00
Equipment	\$0.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$0.00
Materials	\$0.00
Personnel	\$37,313.00
Training	\$0.00
Upgrade/Expansion	\$0.00

Documents	Document Title	Received Date
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Required

Application Certification

Required By Secondary Due Date

Resolution - Individual Application

Resolution - Regional Application Lead Participant

Other Supporting Document(s)

Draft Resolution

Joint Powers Agreement

Letter of Authorization/Resolution

Letter of Designation

<https://secure.calrecycle.ca.gov/Grants/Grant/Grant.aspx?GrantID=25316>

Date Generated: January 25, 2022 12:03 PM

Application Certification

Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

☒ Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

☒ Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

☒ Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

☒ Not Applicable

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which may consist of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Application Certification

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X  January 28, 2022

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date

Jennifer Vasquez

City Manager

Print Name

Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND MUNICIPAL WASTE SOLUTIONS

This Amendment to the Professional Services Agreement is entered into as of June 22, 2022 ("Amendment") and amends the Professional Services Agreement by and between the City of Maywood, a municipal corporation ("City") and Municipal Waste Solutions ("Consultant") dated February 13, 2019.

RECITALS

A. City and Consultant entered into an agreement for Municipal Waste Solutions

B. City and Consultant desire to amend the Agreement to amend Compensation, scope of services, as well as the grant awarded

NOW THEREFORE, it is mutually agreed by and between the City and Consultant as follows:

Section 1. Compensation. The Compensation for the term of the agreement shall be increased by \$16,500 for a total not-to-exceed amount of \$61,500 for the fiscal year of 2021-2022 and update the contract compensation to be increased by \$15,500 for remaining fiscal years for a total not-to-exceed amount of \$60,500 with an updated scope of services for SB1383 as well as the SB1383 Local Assistance Grant Program awarded at \$40,025 for the fiscal year 2022-2023.

Section 2. Except as expressly modified by this Amendment, all other provisions of the agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CITY OF MAYWOOD:

CONSULTANT:
Municipal Waste Solutions

By: _____
Heber Marquez, Mayor

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO STERNDahl ENTERPRISES, LLC FOR TDA PEDESTRIAN IMPROVEMENTS PROJECT

RECOMMENDATION:

It is recommended that the City Council approve the plans and specifications for the TDA Pedestrian Improvements Project and award a contract to Sterndahl Enterprises, LLC for the project in the total amount of \$68,900.

BACKGROUND:

The project includes pedestrian and traffic safety improvements including installation of pavement markings (crosswalk, stop line and legend) and signage (flashing stop signs, speed limit signs) at three intersections. These intersections include Loma Vista Avenue and E 56th Street, Gifford Ave and E 58th Street, and E 59th Place Heliotrope Avenue. The proposed improvements will be completed within 30 working days.

On June 6, 2022, staff advertised Notice Inviting Bids (NIB) on the City's website in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on June 16, 2022 at 2:00 PM.

DISCUSSION:

On June 16, 2022 at 2:00 PM, a total of two (2) bids were received as shown below:

Company Name	Base Bid Amount
Sterndahl Enterprises, LLC	\$68,900.00
Superior Pavement Marking, Inc.	\$69,950.47

Staff conducted a bid analysis and verified their California contractor's licenses, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references for Sterndahl Enterprises, LLC. Based on the bid analysis, Sterndahl Enterprises, LLC. was found to be the lowest responsible bidder.

In addition, the City's contract City Engineer reviewed the design plans and specifications for the project and determined that the project plans and specifications are reasonable and meet professional engineering standards. Therefore, the City contract City Engineer recommends that the City Council approve the project plans and specifications which are on file with the City.

Staff recommends City Council award a contract to Sterndahl Enterprises, LLC for a total amount of \$68,900

and authorize the Mayor to execute the contract.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$94,737.50 of which \$92,000 will come from Fund 07 Transportation Development Act (TDA) Bikeway Fund and the remaining will come from Fund 12 Measure R Transit Fund budgeted for in the Capital Improvement Program (CIP) Project 6204.

Construction Contract	\$68,900.00
Contingency Budget allowance for unforeseen conditions as necessary (25%)	\$17,225.00
Total Construction Budget	\$86,125.00
Construction management and inspection (10% of construction budget)	\$8,612.50
Project Total	\$94,737.50

ATTACHMENT(S)

1. Attachment 1- Agreement with Sterndahl Enterprises
2. Attachment 2-Sterndahl Enterprises Bid

**Attachment No. 1 –
Agreement with Sterndahl Enterprises, Inc**

CONTRACT

CITY OF MAYWOOD CONTRACT FOR TDA PEDESTRIAN IMPROVEMENTS PROJECT

THIS CONTRACT ("Contract") is made and entered this July 13, 2022 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and Sterndahl Enterprises, LLC, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 421823; Class A, C-31, and C-32. Contractor's DIR registration number is 1000006711.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as TDA Pedestrian Improvements Project ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Sixty Eight Thousand Nine Hundred dollars (\$68,900) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF MAYWOOD

By: _____
Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Andrea Aguilar, City Clerk

By: _____
Roxanne Diaz, City Attorney

Dated: _____

Sterndahl Enterprises, LLC

By: _____
Dennis S. Sterndahl, President

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

TDA PEDESTRIAN IMPROVEMENTS PROJECT

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

TDA PEDESTRIAN IMPROVEMENTS PROJECT

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Maywood ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| ☐ General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ *if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (check one) of \$_____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(Original signature only; no facsimile signature
or initialed signature accepted)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

**Attachment No. 2 –
Sterndahl Enterprises, LLC. Bid**

BID

CITY OF MAYWOOD

TDA PEDESTRIAN IMPROVEMENTS PROJECT [PROJECT]

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MAYWOOD:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Maywood to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. 1 Date: 6-7-22
 Addendum No. _____ Date: _____
 Addendum No. _____ Date: _____
 Addendum No. _____ Date: _____

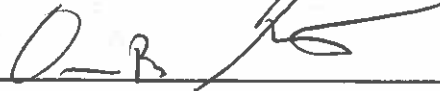
The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely

by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 421823, Class AC-31, C-2 which expires on 4-30-24.

Bidder's Name: STERNOAL ENTERPRISES LLC

Signature: 

Title: V.P.

Date: 6-14-22

Signature: _____

Title: _____

Date: _____

CITY OF MAYWOOD

BID SHEETS FOR

TDA PEDESTRIAN IMPROVEMENTS PROJECT [PROJECT]

Bidder's Name: STERNAHL ENTERPRISES LLC

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Striping, pavement markers, signage improvements, and curb painting as shown on Exhibit A. Project Exhibits: Exhibit 01 - Loma Vista Ave and E 56 th St. Any conflicting striping shall be removed in order to install the proposed striping. Cost includes new post and signage as part of the bid.	1	LS	<u>\$18,800 -</u>	<u>\$18,800 -</u>
2.	Striping, pavement markers, signage improvements, and curb painting as shown on Exhibit A. Project Exhibits: Exhibit 02 - Gifford Ave and E 58 th St. Any conflicting striping shall be removed in order to install the proposed striping. Cost includes new post and signage as part of the bid.	1	LS	<u>\$25,600 -</u>	<u>\$25,600 -</u>
3.	Striping, pavement markers, signage improvements, and curb painting as shown on Exhibit A. Project Exhibits: Exhibit 03 - 59 th Pl and Heliotrope Ave. Any conflicting striping shall be removed in order to install the proposed striping. Cost includes new post and signage as part of the bid.	1	LS	<u>\$24,500 -</u>	<u>\$24,500 -</u>
TOTAL BID AMOUNT					<u>\$68,900 -</u>

The award of Contract shall be based on the TOTAL BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 68,900 -

TOTAL BID PRICE IN WORDS: SIXTY-EIGHT THOUSAND, NINE HUNDRED DOLLARS

Signature: QR

Title: VP

Date: 6-14-22

Signature: _____

Title: _____

Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: STERNAHL ENTERPRISES LLC
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: 11861 BRANKFORD ST., SAN VALENTINE, CA. 91352
- (4) Telephone: 818 834-8199 Facsimile: 818 834-8618
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: LLC
- (6) Corporation organized under the laws of the State of: CA.
- (7) California State Contractor's License Number and Class: 421823 A, C32-C-31
Original Date Issued: 1982 Expiration Date: 4-30-24
- (8) DIR Contractor Registration Number: 1000006711
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
DEAN STERNHAL V.P.
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
Name of Person who inspected the site: DEAN STERNHAL
Date of Inspection: 6-13-22
- (11) Number of years' experience the company has as a contractor in construction work: 40
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
DEAN STERNHAL - PRES.

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

N/A

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

No

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

No

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (20) List the last three (3) projects you have worked on or are currently working on for the City of Maywood:

REPAVE STREET NAME SIGNS

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature: 

Title: VP

Date: 6-14-22

Signature: _____

Title: _____

Date: _____

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number REPLACE STREET NAME SIGNS
 Project Description REMOVE + INSTALL STREET NAME SIGNS
 Approximate Construction Dates From: 2021 To: 2022
 Agency Name: CITY OF MAYWOOD
 Contact Person: OKAN DEMIRCI Telephone: 714 319-6137

Address: _____
 Original Contract Amount: \$ 195,000 Final Contract Amount: \$ 218,744.99

If final amount is different from original amount, please explain (change orders, extra work, etc.).

ADDED EXTRA SIGNS + POSTS

Did you or any Subcontractor, file any claims against the Agency?
 Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number FIRESTONE PLAZA TRAFFIC STRIPES
 Project Description INSTALL STRIPES + MARKING
 Approximate Construction Date From: 2022 To: 2022
 Agency Name: CITY OF SOUTH GATE
 Contact Person: JOSE LOERA Telephone: 323 563-9500
 Address: 8650 CAL. AVE. SOUTH GATE, CA.
 Original Contract Amount: \$ 43,000 Final Contract Amount: \$ 45,240 -

If final amount is different from original amount, please explain (change orders, extra work, etc.).

ADDED EXTRA STRIPING

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

No

Did the Agency file any claims against you? Circle one: Yes

No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number ANNUAL STRIPING

Project Description INSTALL STRIPING + MARKINGS

Approximate Construction Dates

From: 2018

To: ON-GOING

Agency Name: CITY OF GLENDALE

Contact Person: DAVID LEW

Telephone: 818 545-3950

Address: 541 E. CHEVY CHASE DR

Original Contract Amount: \$ 1,200,000

Final Contract Amount: \$ ON-GOING

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes

No

Did the Agency file any claims against you? Circle one: Yes

No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ **Telephone:** _____

Address: _____

Original Contract Amount: \$ _____ **Final Contract Amount:** \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Dollar Amount
NONE					

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (51%) of the Contract Price.

Dennis R. Sterndahl

Objective

To work at a prosperous business, while utilizing my skills to achieve more profit for the company.

Experience

2001–Present Sterndahl Enterprises, Inc. Sun Valley, CA

Vice President/Chief Estimator

- Increased total jobs bid by 21%.
- Expanded bidding territory to other states.
- Increased sales by 32%.

1995–2001 Sterndahl Enterprises, Inc. Sun Valley, CA

Project Manager

- Dispatch men and equipment to job sites.
- Forecast and schedule all jobs to completion.
- Purchase and monitor all inventory.
- Attend meetings (pre-job, job site, partnering, claims hearings etc.)

1992–1995 Sterndahl Enterprises, Inc. Sun Valley, CA

Foreman

- Read and interpret plans and specifications.
- In charge of striping crew.
- Broke Company record for most footage of striping in one shift.

1990–1992 Sterndahl Enterprises, Inc. Sun Valley, CA

Laborer

- Installation of paint, thermoplastic, pavement markers, signs and sandblasting.
- Inspect, load and drive large trucks.
-

Education

1989–1992 La Canada High School La Canada, CA

- Certified for installation of traffic control devices.
- Certified worksite traffic control supervisor.
- Certified pavement marking technician.

Interests

Parenting my two sons, off-road racing.

Tips

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name STERNDAL ENTERPRISES LLC

	Current Year of Record	2021	2020	2019	2018	2017	Total
Number of contracts	21	44	36	70	52	80	303
Total dollar amount of contracts (in thousands of dollars)	6597	15,188	20,122	22,150	24,205	14,571	102,828
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	1	1	1	3
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: [Signature]

Title: V.P.

Date: 6-14-22

Signature: _____

Title: _____

Date: _____

BID

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

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BID BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: _____

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

I am the VICE PRESIDENT of STERNOAL ENT-LL, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6-14-22 [date], at SUN VALLEY [city], CA [state].

Signature:



Signature: _____

Printed Name:

DENNIS R. STERNOAL

Printed Name: _____

Date:

6-14-22

Date: _____

Bond No. N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: TDA Pedestrian Improvements Project

WHEREAS Sterndahl Enterprises, LLC, 11861 Branford St, Sun Valley, CA 91352
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____
Ten Percent of the Total Bid Amount

Dollars (\$ 10% of Total Bid Amount _____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

BID

B-16

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

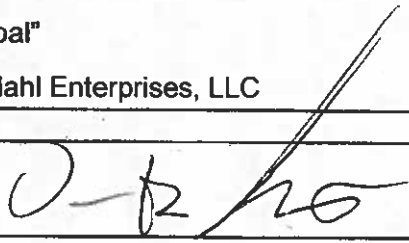
IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 13, 2022

"Principal"

Sterndahl Enterprises, LLC

By: _____
Its: _____



By: _____
Its: _____

"Surety"

Liberty Mutual Insurance Company

By: _____
Its: _____



Emilie George, Attorney-in-Fact

By: _____
Its: _____

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

BID

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BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn JUN 13 2022 before me, J. Smith, Notary Public

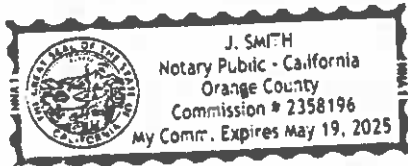
Date

Here Insert Name and Title of the Officer

personally appeared Emilie George

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

J. Smith

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205249-024096**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine Hoang, Danielle Hanson, Emilie George, Irene Luong, James W. Moilanen, P. Austin Neff, Yung T. Mullick

all of the city of Mission Viejo state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6258 AMENDING THE CITY'S CLASSIFICATION PLAN TO ADD PUBLIC WORKS SUPERINTENDENT AND ADOPTING THE SALARY RANGE FOR THIS POSITION

RECOMMENDATION:

Staff recommends that the City Council adopt the proposed Resolution No. 6258 amending the Employee Classification Plan to add Public Works Superintendent and adopt the corresponding salary range, authorize the funding for the additional position and allocate a salary range of \$64,272 - \$82,029.17 plus benefits annually from the available fund balances for the salary and benefits of this position.

BACKGROUND:

It is the intent of the city staff to be efficient and customer-service-oriented. Given this goal, the City Manager is proposing the following classification: Public Works Superintendent be added to the city classification plan.

The City's Building and Planning Department oversees the orderly physical growth of the community while promoting the quality of life and safety of those who live and work in the city. Currently, the Director of Building and Planning oversees the Public Works Lead position, who oversees the public works maintenance staff and their functions for the City of Maywood. The Public Works Lead provides significant support to the City Manager and Director of Building and Planning but is not a managerial position. There is currently only one part-time support staff member that assists the Public Works Lead with these duties. Additional staff is budgeted for this division and recruitment will be conducted for a full-time position and a part-time position during this fiscal year. With this growing workforce that is responsible for construction, repair, and maintenance work in the public right of way, parks, city facilities, and vehicle maintenance, the need for a managerial position is vital. The added personnel that is budgeted for this fiscal year and the additional help we have been receiving through a training program from HUB Cities to train City of Maywood residents to work as maintenance workers have proven that a stronger leadership position is necessary to continue rebuilding this division.

DISCUSSION:

Staff is recommending the addition of a Public Works Superintendent to the employee classification plan. With the loss of our Public Works Coordinator, the addition of staff members and the growing need for public works duties, staff analyzed the needs of the division. The division is expected to move to the City Yard and a managerial type position is necessary to promote good work habits and keep the division moving forward. This position would not only oversee the crews but also be a figure that contacts our field consultants and helps to

schedule necessary work in all the fields that public works oversees. This position would also perform administrative and analytical functions in support of City programs and services. It would help to administer contracts by working with the contractors and keep records of these contracts and any future needs to assist the director with preparing the annual budget and meeting the needs of the community.

This position would supervise, evaluate and participate in the work of crews responsible for construction, repair, maintenance and operational work in Public Works maintenance units such as streets and sewers, parks, parkways, trees, landscaped areas, vehicles and equipment, building and grounds maintenance. The position ensures safe work practices, work quality and accuracy while maintaining appropriate work records, which may include time cards and work orders, and serves as a technical resource for assigned work crews and the Director of Building and Planning or the City Manager.

LEGAL REVIEW:

The City Attorney has reviewed to form.

FISCAL IMPACT:

The new position has a salary scale of \$64,272 - \$82,029.17 annually plus benefits. The funds to be utilized for this position are from Fund 04 - Gas Tax Fund, Fund 12 - Measure R, Fund 20 - Measure M and Fund 01 - General Fund.

ATTACHMENT(S)

1. Exhibit A Classification Plan
2. Public Works Superintendent

RESOLUTION NO. 6258

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA, AMENDING THE CITY'S
CLASSIFICATION PLAN TO ADD PUBLIC WORKS
SUPERINTENDENT AND ADOPTING THE SALARY RANGE FOR
THIS POSITION**

WHEREAS, the City Manager is appointed as the Personnel Officer and per the City's Personnel Rules and Regulations, shall prepare and maintain the classification plan; and

WHEREAS, the City Manager reviewed the current classification plan resulting in the development of new job classifications and titles based on the current and future needs of the City; and

WHEREAS, the City Manager is recommending the addition of Public Works Superintendent to the classification plan; and

WHEREAS, the City Council, per the City's Personnel Rules and Regulations, shall approve any additions or deletions to the classification plan.

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

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

SECTION 2. The City Council hereby adds the Public Works Superintendent to the Classification Plan and hereby directs the City Manager to incorporate this position into said plan.

SECTION 3. The City Council hereby establishes and approves the salary ranges for the newly added Public Works Superintendent position as follows:

Position (Job Title) - Full Time	Range (Annual)
Public Works Superintendent	\$64,272 - \$82,029.17

SECTION 4. The City Council authorizes the City Manager to take all necessary steps to implement the Classification Plan and set the salary range for each position.

SECTION 5. This Resolution shall be effective immediately upon its passage and approval.

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

PASSED, APPROVED AND ADOPTED THIS 13th day of July 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No.6258 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 13th day of July 2022 by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea Aguilar, City Clerk

**CITY OF MAYWOOD
CLASSIFICATION PLAN**

Accounting Specialist I
Accounting Specialist II
Administrative Analyst
Administrative Assistance
Assistant Planner
Building Inspection/Code Compliance Supervisor
City Manager
Code Compliance Officer I
Community Development Analyst
Community Service Officer
Community Services Liaison
Customer Service Rep I
Customer Service Rep II
Director of Building and Planning
Executive Assistant
Finance Director
Finance Specialist
Human Resources Manager
Parking Enforcement Officer I
Parking Enforcement Officer II
Public Works Coordinator
Public Works Lead Maintenance Worker
Public Works Maintenance Worker
Public Works Superintendent
Secretary of Building and Planning
Senior Accountant
Senior Parking Enforcement Officer



City of Maywood, CA

4319 East Slauson Ave.
Maywood, CA 90270

Public Works Superintendent **Full-time; Non-exempt** **with competitive benefits package** **Salary Range (\$64,272 - \$82,029.17 annually DOQ)**

***** For Application Materials visit our website at www.cityofmaywood.com *****

Submit **Resume** and **completed application** by email to nancy.rodriguez@cityofmaywood.org, or in person to Human Resources at City Hall 4319 E Slauson Ave Maywood, CA 90270.

The application can be picked up at City Hall or downloaded from the City of Maywood website at (<https://ca-maywood.civicplus.com/183/Human-Resources>). Applications without the required documents **will not** be considered. **All application materials must be received by the deadline for a guaranteed review. Applications received after this date will be considered on a needed basis until the position is filled.*

The City of Maywood is an Equal Employment Opportunity Employer

Opening Date: July XX, 2022

Closing Date: July XX, 2022 @ 5:00pm or until filled

DEFINITION

Under general direction, supervises, evaluates and participates in the work of crews responsible for construction, repair, maintenance and operational work in Public Works maintenance units such as streets and sewers, parks, parkways, trees, landscaped areas, vehicles and equipment, building and grounds; ensure safe work practices, work quality and accuracy; maintains appropriate work records which may include time cards and work orders; serves as technical resource for assigned work crews and the Director of Building and Planning or the City Manager; and performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The **Public Works Superintendent** is the supervisory level class responsible for assigning and supervising the work of crews engaged in public right of ways, parks. This classification is distinguished from the next higher classification of Director of Building and Planning in that the latter is responsible for the overall management of the department.

SUPERVISION RECEIVED AND EXERCISED

Position reports directly to the Director of Building and Planning or the City Manager. Position directly and indirectly oversees Public Works Workers, and other assigned staff.

ESSENTIAL FUNCTIONS STATEMENT

Essential responsibilities and duties may include, but are not limited to the following:

- Plans, coordinates, prioritizes, monitors, and participates in the work of crews responsible for construction, maintenance, repair and/or operation of streets, sewers, equipment maintenance, parks, buildings, and grounds; provides day-to-day leadership to assigned crews; coordinates the work of the unit with other City departments and divisions, outside agencies, community groups and the public.
- Street, Sewers and Equipment Maintenance: Supervises and participates in the construction, maintenance and repair of City streets, sewer collection system, storm drains and ditches, road markings, striping and delineators, streetlights and signs, and City vehicles and powered equipment; oversees and participates in the preparation of required regulatory reports.
- Parks, Buildings and Grounds: Supervises and participates in the construction, maintenance and repair of City parks, playgrounds, athletic fields, pools, basketball courts, buildings, ground, and related facilities; oversees the consultant that inspects street trees; coordinates and participates in the application of pesticides and herbicides; oversees and participates in the preparation of required regulatory reports.
- Performs difficult and complex maintenance and construction duties of the work unit, including reading and interpreting construction plans and specifications; provides technical assistance to field crews; coordinates with contractors providing services to the City; performs inspections of construction and maintenance work in assigned areas of responsibility; inspects assigned areas for unsafe conditions on a routine basis; responds to afterhours callouts as assigned.
- Participates in the development of policies and procedures; recommends programs, projects, and works assignments to the Director of Building and Planning or the City Manager; assigns work to existing crews; monitors work activities to ensure safe work practices, work quality and accuracy; coordinates and provides ongoing safety training programs; ensures compliance with applicable rules, policies, and procedures.
- Establishes performance goals for crews and individual employees; participates in the selection, training, and evaluation of maintenance personnel; assumes the responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates disciplinary procedures as is appropriate.
- Develops and maintains short and long-range maintenance schedules for assigned areas; assists in the development of cost estimates for implementation of maintenance programs; maintains tracking systems for all work.
- Develops schedules and methods for performing assigned duties; maintains appropriate work records and documents which may include time sheets, work orders and inventories; prepares statistical and/or analytical reports on operations as necessary; plans, assigns, and directs field construction; participates in budget preparation and monitors approved budgets; prepares project cost estimates; order supplies, tools, and materials; participates in the equipment procurement process; monitors and controls supplies and equipment.
- Responds to questions and concerns from the general public, contractors, vendors and outside agencies; provides information as appropriate and resolves public service or operational complaints; establishes and maintains a customer service-oriented unit.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, squatting, stooping, grasping and repetitive hand movement in the performance of daily activities. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighting 25 pounds or more is also required. Additionally, the incumbent in this outdoors position works in all weather conditions including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust, and air contaminants, and the incumbent may be exposed to mechanical hazards. The nature of work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment; enter confined spaces; work in heavy vehicle traffic conditions and often work with constant interruptions. The incumbent may be required to respond to emergency calls above the normal hours of operation. Will be required to drive City vehicles.

Some of these requirements may be accommodated for otherwise qualified individuals requesting such accommodations.

QUALIFICATIONS

The following are minimal qualifications necessary for entry into the classification:

Education and/or Experience

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Public Works Superintendent**. A typical way of obtaining the required qualifications is to possess four years of increasingly responsible experience in public works and experience related to the areas of assignment, including one year as a lead or supervisor of a work crew, and a high school diploma; or equivalent combination. An Associate's degree from a two-year college or technical school is highly desirable. Bilingual, fluent in Spanish preferable.

License/Certificate

Required to possess, provide, and maintain a valid Class C California Driver's License and proof of an acceptable driving record. A California Qualified Pesticide Applicator Certificate is preferred. Position may require possession of a Grade I Wastewater Certificate from the California State Water Quality Board.

KNOWLEDGE/ABILITIES/SKILLS

The following are a representative sample of the knowledge, abilities, and skills necessary to perform essential duties of the position.

Knowledge

Practices, techniques and materials used in maintenance, construction, repair or operation of streets, sewers, equipment maintenance, parks, recreation facilities, buildings and grounds; operating characteristics and safety requirements for operation of trucks, construction vehicles and other heavy and light equipment; principles and practices of administering a budget; basic principles in mathematics; applicable federal, state, and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation; modern office equipment including a computer and applicable software; proper English, spelling and grammar; and occupational hazards and standard safety practices.

Abilities

Supervise and direct operations and activities of a variety of Public Works maintenance units; estimate

time, materials, and equipment needed to complete projects; read and understand plans and specifications; coordinate and conduct training programs for staff; respond to issues and concerns from the community; respond to afterhours call-outs; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain, and apply applicable laws, codes and regulations; read, interpret, and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely both orally and in writing; and establish and maintain effective working relationships.

Skills

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of maintenance and construction equipment, tools, and materials which may include standard power and hand tools, two-way radio, drills, saws, roto-routers, grinders, landscaping tools, furniture movers, electrical meters, energy management system, department vehicles, smart phone, copier, calculator, fax machine etc.

Probationary Period

12 months

All employment offers made by the City are contingent upon establishing proof of a prospective candidate's legal authorization to work in the United States and successfully passing a post-offer, pre-appointment medical examination. All new employees may be fingerprinted as part of the employment process and a criminal history check may be conducted with the Department of Justice.

The provisions of this announcement do not constitute an expressed or implied contract, and any provision in this announcement may be modified or revoked without notice.

The City of Maywood is an Equal Employment Opportunity Employer and encourages minorities, women, and persons with disabilities to apply. Should you require any accommodation for testing due to a disability, please call the Human Resources Office at (323) 562-5764

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR FIREHOUSE HEALTHCARE INDUSTRIES, INCORPORATED DBA FIREHOUSE 365

RECOMMENDATION:

Staff recommends that the City Council approve the application for a commercial cannabis retail license renewal for Firehouse Healthcare Industries, Incorporated dba Firehouse 365 located at 6118 Atlantic Boulevard, for a one-year term expiring on May 12, 2023, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision but require a 90 day review of the business to determine if any further action is required.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted Ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this Ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of Section 15.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial as set forth in Section 5-46.05 of the Maywood Municipal Code.

This process requires that the City Council determines if the cannabis entities operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinance. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process HdL conducts criminal background checks on all owners, managers,

employees, contractors and volunteers, employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and of matching the product with its respective transaction. This measure will detect illegal diversion or the sale of unlicensed (illegal) product, which is central to the verification of the lawful and complete remittance of the local cannabis tax.

DISCUSSION:

Firehouse 365's Conditional Use Permit was approved on August 21, 2018. Firehouse 365 is a cannabis retailer that obtained their business license in December 2018. All audits and sales tax payments have been made.

Firehouse 365 currently operates as a brick-and-mortar dispensary with a single component; retail. They are licensed by the State of California Bureau of Cannabis Control (license #C10-0000478-LIC) as a Type 10 Retailer, and their license is valid through July 21, 2022.

Renewals per the ordinance are to be renewed annually. The renewal process began last year and is continued throughout the year with quarterly inspections and an annual audit. As a result of the adherence to the regulations, the evaluation of Firehouse's commercial cannabis license renewal application was completed.

Background Check:

Applications for two (2) owners and seven (7) employees were submitted and all background checks were subsequently cleared. Firehouse 365 is in full compliance with this requirement.

Facility Inspection:

HdL has conducted several on-site inspections since Firehouse opened, including a virtual inspection during the Covid-19 pandemic. In the last (3) inspections, the business has had issues. During the October 11, 2021 inspection, the inspection team found (6) six regulatory items that needed to be corrected (See attached Results of Compliance Inspection Letter). During the March 16, 2022 inspection, the Licensed premises was still having issues with the surveillance system (See attached Results of Compliance Inspection Letter). The latest inspection was conducted on June 14, 2022 where it was discovered that a theft had taken place and was not reported to the City. City staff and a Compliance Inspector from HdL conducted all the facility inspections. In a previous inspection conducted last year, a wall was moved within the building without obtaining planning approval or permits. They have since submitted plans to address this problem but not obtained permits for the unpermitted work. As of the date of this report there were corrections to the plans that needed to be addressed. The facility is considered to not be in full compliance.

Financial Audit:

Firehouse 365 is current on all audits and sales tax payments.

In conclusion, based on the inspections, investigations and audits described in this report, Staff has determined that the business is not in compliance as they have not obtained permits for the reconfiguration of the wall and the theft was not reported to the City Manager in writing. Staff recommends that the City Council approve the renewal of the license but require a 90 day review of the business to determine if any further action is required.

LEGAL REVIEW:

The City Attorney has reviewed to form.

FISCAL IMPACT:

Firehouse 365 pays the 10% revenue account 4238 - Cannabis Sales Tax which is directly remitted to the City on a quarterly basis and generates State Sales Tax which are distributed from the State to the City (revenue account 4100). Both taxes collected help support the City and the services provided. All tax payments are current.

ATTACHMENT(S)

1. Firehouse Healthcare_Maywood_Results of Inspection Letter 03-16-2022
2. Firehouse Healthcare_Maywood_Results of Inspection Letter 10-11-2021



March 16, 2022

Alejandro (Alex) Topete
Firehouse Healthcare Industries, Inc. dba Firehouse365
6118 Atlantic Blvd.
Maywood, CA 90270

SUBJECT: RESULTS OF COMPLIANCE INSPECTION

Dear Mr. Topete,

The purpose of this letter is to provide you with the results of the compliance inspection that was conducted by the City's cannabis consultants, HdL Companies, on March 01, 2022. The inspection of your facility located at 6118 Atlantic Blvd., Maywood, revealed violations. The recommendations below are intended to provide guidance so you may take the appropriate corrective actions to resolve all non-compliant activity.

This notice requires a formal written response showing proof of correction. Failure to respond or to make the required corrections within the time specified below may result in administrative actions against you and/or your business.

Recommendations have been made for the following regulatory violations:

REGULATORY

§15044 VIDEO SURVEILLANCE SYSTEM

- *Licensee should provide proof to the City that the video surveillance system is equipped with a failure notification system and battery backup.*

ORDINANCE

MZO Appendix C – A (5)(a)(ii)

- *Licensee should provide proof to the City that the video surveillance system is capable of continuous recording 24-hours per day.*

You have until **5:00 p.m. on March 31, 2022**, to address the recommendations outlined. Provide only material information in direct response to the recommendations mentioned above. Please submit all materials in digital form via email to the City attention Calvin Ko. The City values its relationship with Firehouse Healthcare Industries, dba Firehouse365, and appreciates your cooperation. If you have any questions or require additional information, please contact me at (323) 562-5723 or at calvin.ko@cityofmaywood.org.

Sincerely,

Calvin Ko

Calvin Ko,
Assistant Planner, City of Maywood



October 11, 2021

Alejandro (Alex) Topete
Firehouse Healthcare Industries, Inc. dba Firehouse365
6118 Atlantic Blvd.
Maywood, CA 90270

SUBJECT: RESULTS OF COMPLIANCE INSPECTION

Dear Mr. Topete,

The purpose of this letter is to provide you with the results of the compliance inspection that was conducted by the City's cannabis consultants, HdL Companies, on September 08, 2021. The inspection of your facility located at 6118 Atlantic Blvd., Maywood, revealed violations. The recommendations below are intended to provide guidance so you may take the appropriate corrective actions to resolve all non-compliant activity. This notice requires a formal written response showing proof of correction. Failure to respond or to make the required corrections within the time specified below may result in administrative actions against you and/or your business.

Recommendations have been made for the following regulatory violations:

REGULATORY

§15037 RECORD RETENTION

- *Licensee should keep business documents such as financials, personnel, training, contracts, security records, waste destruction/removal type contracts in a manner that allows records to be produced immediately upon request in either digital or hard copy form. Documents should be kept on-site.*

§15042 LIMITED ACCESS-AREAS

- *Licensee should develop an accurate tracking log to properly record the "Reason" an individual might enter the limited-access areas of the property.*

§15043 & 15415 LICENSEE EMPLOYEE BADGE REQUIREMENT

- *Licensee should ensure employee badges are worn at all times and are issued to employees with the accurate dimensions and requirements set forth by regulation.*

§15044 VIDEO SURVEILLANCE SYSTEM

- *Licensee should be required to install and maintain a surveillance system capable of keeping surveillance recording for a minimum of 90 calendar days.*
- *Licensee should ensure that all employees/managers can access and operate the video surveillance system to show proof of the minimum 90-day retention of data.*

§15054 DESTRUCTION OF CANNABIS GOODS PRIOR TO DISPOSAL

- *Licensee should produce to the City and maintain on file waste disposal procedure compliant with state requirements. Cannabis goods shall not be removed from the point-of-sales and inventory tracking system (METRC™) until they have been properly removed from their packaging and*

rendered unrecognizable and unusable.

§15417 DELIVERY VEHICLE REQUIREMENTS

- *Licensee should ensure all vehicles used for delivery of cannabis goods be equipped with a fully enclosed box, container, or cage that is secured on the inside of the vehicle.*

NON-REGULATORY

- *No recommendations at this time.*

You have until **5:00 p.m. on October 29, 2021** to address the recommendations outlined. Provide only material information in direct response to the recommendations mentioned above. Please submit all materials in digital form via email to the City attention to me, Steve Fowler. The City values its relationship with Firehouse365 and appreciates your cooperation. If you have any questions or require additional information, please contact me at 323-562-5721 or at steve.fowler@cityofmaywood.org.

Sincerely,

Steve Fowler
Director of Building and Planning, City of Maywood

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS DISTRIBUTOR, AND NON-STOREFRONT RETAILER LICENSE FOR UNIVERSAL HERBAL CENTER, INCORPORATED DBA PINEAPPLE EXPRESS

RECOMMENDATION:

Staff recommends that the City Council approve the application for a commercial cannabis distributor, and non-storefront retail license for the renewal of Universal Herbal Center, Inc, dba Pineapple Express located at 5200 60th Street, for a one-year term expiring on May 12, 2023, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision. The applicant is not renewing their manufacturing license as the state license has expired.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this Ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of section 15.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial.

This process requires that the City Council determines if the cannabis entities operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinances. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process HdL conducts criminal background checks on all owners, managers, employees, contractors and volunteers, employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis

business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and of matching the product with its respective transaction. This measure will detect illegal diversion or the sale of unlicensed (illegal) product, which is central to the verification of the lawful and complete remittance of the local cannabis tax.

DISCUSSION:

Pineapple Express' Conditional Use Permit was approved on August 7, 2018. Pineapple Express is a cannabis manufacturer, distributor, and non-storefront retailer that obtained their business license in August 2019. All audits and sales tax payments have been made.

Pineapple Express is currently operating and approved as a commercial cannabis distributor, and non-storefront retailer. They are licensed by the State of California Bureau of Cannabis Control (license # C11-0000313-LIC, and C9-0000082-LIC), as a Type 9 – Distributor, Type 11 – Non-Storefront Retailer and their two licenses are valid through June 10, 2023 and the third license is not valid as of June 12, 2022 which is (CDPH-10003451) a Type 6 Manufacturer (Non-volatile). This license is not being renewed.

Renewals per the ordinance are to be renewed annually. The renewal process began last year and is continued throughout the year with quarterly inspections and an annual audit. As a result of the adherence to the regulations, the evaluation of Pineapple Express' commercial cannabis license renewal application was completed.

Background Check:

Applications for one (1) owners and twenty-two (22) employees were submitted and all background checks were subsequently cleared. Pineapple Express is in full compliance with this requirement.

Facility Inspection:

HdL has conducted several on-site inspections since Haven opened, including a virtual inspection during the Covid-19 pandemic. The latest inspection was conducted on June 14, 2022 with City staff in attendance. City staff and a Compliance Inspector from HdL conducted a facility inspection. The inspection revealed no non-compliant issues. As a result, the facility is considered to be in full compliance.

Financial Audit:

Pineapple Express is current on all audits and sales tax payments.

In conclusion, based on the inspections, investigations and audits described in this report, Staff has determined that the business is in compliance and that none of the conditions in Section 5-46.05(b) exist and therefore, staff recommends that the City Council approve the renewal of the license, with the exception of the manufacturing license. The applicant is not renewing their manufacturing license as their state license has expired. Staff confirmed this information with the licensee.

LEGAL REVIEW:

The City Attorney has reviewed to form.

FISCAL IMPACT:

Pineapple Express pays the 10% Cannabis Sales Tax (revenue account 4238) which is directly to the City on a quarterly basis and generates State Sales Tax which is distributed from the State to the City (revenue account 4100). Both taxes collected help support the City and the services provided. All tax payments are current.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CALVIN KO, ASSISTANT PLANNER

SUBJECT: TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR MAYWOOD L'CHAIM DBA COOKIES

RECOMMENDATION:

Staff recommends that the City Council approve the application for the commercial cannabis microbusiness license renewal for Maywood L'Chaim ("Cookies"), located at 5815 Maywood Avenue, for a one-year term expiring on May 12, 2023, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision.

BACKGROUND:

On August 28, 2019, the Maywood City Council adopted ordinance 19-03 that changed the status of commercial cannabis uses and businesses in the City. Most significantly, the ordinance banned the issuance of any new commercial cannabis licenses. Applications that were in the process had to have received their license and conditional use permit prior to the effective date of the Ordinance. The adoption of this Ordinance also made any existing commercial cannabis business a non-conforming use subject to the provisions of Section 15.2 of Appendix C of the Zoning Code.

Ordinance 19-03 ("Ordinance") created a process for the renewal of existing licenses. The ordinance details the application renewal process by establishing requirements to determine if an application can be renewed or denied. These requirements must be met to allow the City Council to determine whether a license should be renewed, or if there are grounds for denial as set forth in Section 5-46.05 of the Maywood Municipal Code.

This process requires that the City Council determines if the cannabis entities operate lawfully. The information necessary to make this determination is provided by Hinderliter, de Llamas & Associates ("HdL"). Every year, the business is inspected quarterly to determine if the business is operating in compliance with State law and the City's Ordinances. The inspection also ensures the business operates in a safe manner to protect both employees and customers at each business. Staff accompanies HdL on these inspections to verify compliance with the approved Conditions of Approval for the Conditional Use Permit. These inspections with their suggested remedial actions help to ensure proper operation prior to license renewal.

As part of this renewal process, HdL conducts criminal background checks on all owners, managers, employees, contractors and volunteers employed in Maywood's commercial cannabis industry. All who are found to have disqualifying factors will not be permitted to work, own, manage or volunteer for a cannabis business in Maywood. HdL will also conduct a financial audit annually, which includes the verification of the tracking and tracing of the product and of matching the product with its respective transaction. This measure

will detect illegal diversion or the sale of unlicensed (illegal) product, which is central to the verification of the lawful and complete remittance of the local cannabis tax.

DISCUSSION:

Cookies' Conditional Use Permit was approved on August 15, 2017. Cookies is a cannabis microbusiness that obtained their business license in January 2018. All audits and sales tax payments have been made.

Cookies currently operates as a microbusiness with four components: retail, cultivation, manufacturing and distribution. They are licensed by the State of California Bureau of Cannabis Control (license #C12-0000233-LIC) as a microbusiness, and their license is valid through August 1, 2023.

Renewals per the ordinance are to be renewed annually. The renewal process began last year and is continued throughout the year with quarterly inspections and an annual audit. As a result of the adherence to the regulations, the evaluation of Cookie's commercial cannabis license renewal application was completed.

Background Check:

Applications for two (2) owners and forty-seven (47) employees were submitted and all background checks were subsequently cleared. Cookies is in full compliance with this requirement.

Facility Inspection:

HdL has conducted several on-site inspections since Cookies opened, including a virtual inspection during the Covid-19 pandemic. The latest inspection was conducted on June 14, 2022 with City staff in attendance. City staff and a Compliance Inspector from HdL conducted a facility inspection. The inspection revealed a non-permitted tenant improvement. As of May 2022, the plans have been submitted for compliance review.

Financial Audit:

Cookies is current on all audits and sales tax payments.

In conclusion, based on the inspections, investigations and audits described in this report, Staff has determined that the business is within compliance and that none of the conditions in Section 5-46.05(b) exist and therefore, staff recommends that the City Council approve the renewal of the license.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Cookies pays the 10% Cannabis Sales Tax (revenue account 4238) which is directly to the City on a quarterly basis and generate State Sales Tax which are distributed from the State to the City (revenue account 4100). Both taxes collected help support the City and the services provided. All tax payments are current.

ATTACHMENT(S)

1. Maywood L'Chaim dba Cookies_Maywood_Inspection Engagement Letter 6-14-2022



May 31, 2022

Edwin Movagharian
Maywood L'Chaim dba Cookies
5815 Maywood Ave.
Maywood, CA 90270
818-331-3306
emovagharian@gmail.com

RE: Notice of Compliance Inspection

Dear Mr. Movagharian,

Please be advised that on **Tuesday, June 14th, 2022**, from **1:30 pm to 2:30 pm**, the City of Maywood and HdL Companies (HdL) will conduct the 2nd Quarter compliance inspection of your commercial cannabis business. The duration of the inspection is anticipated to be approximately one (1) hour. During the compliance inspection, efforts will be made not to interfere with the day-to-day business of your company. Please be prepared to produce business records and participate in interviews as needed. Photographs may be taken of the facility, equipment, and inventory for documentation purposes. Photographs will not include identifiable features of employees or customers.

The City of Maywood values its business relationship with Maywood L'Chaim dba Cookies and looks forward to your cooperation and the opportunity to complete the compliance inspection in the most expeditious manner. If you have any questions or require additional information, please contact me at (323) 562-5723 or calvin.ko@cityofmaywood.org.

Respectfully,

Calvin Ko

Calvin Ko
Assistant Planner, City of Maywood

cc: Michelle Shaw, HdL Companies

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH HUB CITIES CAREER CENTER FOR THE MAYWOOD YOUTH WORKFORCE PROGRAM SERVICES

RECOMMENDATION:

Staff recommends that the City Council approve the Professional Services Agreement with Hub Cities Career Center to provide the Maywood Youth Workforce Program services in the form finalized and approved by the City Attorney.

BACKGROUND:

On June 03, 2022, the City of Maywood, in partnership with the Office of Planning and Research/California Volunteers, was awarded \$296,000 for implementing the Maywood Youth Workforce Development Program. As entailed in the grant conditions, the City, in association with the Hub Cities Career Center, will employ youth and early career staff members in response to the impact of food insecurity, the outcome of the COVID-19 pandemic, and the economic recovery.

The workforce program will consist of two cohorts, for (25) twenty-five local youth participants ranging from 16 to 30 years old to learn essential job skills, develop career pathways, and serve their communities. The Maywood Youth Workforce Development Program will employ youth individuals in offices of the City Administration, City Clerks, Community Development, Public Works, and participation in Leadership, Educational, and Professional Development.

DISCUSSION:

The awarded grant agreement outlines a partnership with the City and Hub Cities Career Center with the primary goal of implementing the Maywood Youth Workforce Program. The categorical outcomes of the program would accelerate the City's program development and economic development and leverage public and private resource objectives. Additionally, the workforce program is structured to recruit (25) twenty-five underserved youth and provide over 220 hours of paid work experience on various career paths consisting of civic engagement, higher education development, internships, and leadership development.

The creation of a workforce program provides opportunities and job experience for local youth that is intended

to assist in restoring valuable local programs in Maywood that had to shut down or curtailed during the COVID-19 pandemic. The youth participants will have the opportunity to build on an organizational infrastructure to improve its ability to reduce food insecurity and support the COVID-19 recovery.

The program objectives include the following:

- **Leadership Development:** participate in interactive learning and Hands-on Flight Deck and Disney's Leadership Program. It would cultivate leadership abilities and allow youth to explore an alternative field;
- **Education and Professional Workshops:** 20-hour workshop module held virtually, or in person will enhance youths' job skills and strengthen current skills;
- **Paid Work Experience:** up to 220 hours of paid work experience to advance career preparation; this can expose participants to potential career interests within the government sector;
- **Higher Education:** youth will participate in the exploration of informative university, Apprenticeship training, or Vocational Education paths;
- **Civic Engagement:** youth participants under the guidance of Hub Cities will work to create and coordinate a "Maywood Giving Back" event. Youth will develop knowledge of developing regional events, implementation, and an understanding of the region's needs;
- **Future Career Pathways:** receive and apply information and resources from regional job fairs and coordinate a Maywood Resource Fair;
- **Graduation Ceremony and Dinner:** celebrate the youth's accomplishments to further encourage and motivate them to pursue education and/or professional paths introduced to them.

The proposed start date for the outreach and recruitment is scheduled to begin on August 1, 2022, and end on May 01, 2024. The program will include (2) two cohorts with different commencement start and end dates. During the first cohort, active outreach and recruitment will begin and so forth for the next group. The City and Hub Cities will have ongoing meetings to implement outreach plans based on best practices in recruitment, interviews, and determination of youth eligibility for the program.

The outreach methods include program promotion, distribution, and prioritizing of the target population of the program. Priority goes to those applicants ranging from 16 to 30 years of age, and who are in Low-Income, Cal-Works, disconnected youth, and high school dropouts. The Hub Cities Career Center is well equipped to collect and provide metrics and outcomes for reporting as they have been recipients of various state and federal funds. Lastly, the scope of the proposal includes an evaluation plan that includes a pre-survey and exit survey to capture the participants' knowledge and abilities from the start to the end of the program.

Staff recommends that the City Council approve a Professional Services Agreement with Hub Cities Career Center for the administration of the Maywood Youth Workforce Program, projects, and reporting requirements associated with the Office of Planning and Research/California Volunteers Grant.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The approval of this action has no impact on the City's General Fund. The Maywood Youth Workforce Program is funded through the Office of Planning and Research/California Volunteers grant revenue awarded at a credit of \$296,000.00. Hub Cities Career Center's contractual amount is \$292,218.00 for the performance of the program, and the City of Maywood is awarded \$3,782.00 for the program's oversight, grant reporting, and fiscal management as a Grants Receivable in account 1235. The program performance period is from June 3, 2022 (Fiscal Year 2021-2022) through to May 01, 2024 (Fiscal Year 2023-2024).

ATTACHMENT(S)

1. Professional Services Agreement for Maywood Youth Workforce Program Services with HUB CITIES CAREER
2. Office of Planning and Research, California Volunteers(RFA) #JP21-002

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 13, 2022 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Hub Cities Career Center ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform establish and administer the Maywood Youth Workforce Development Program.

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

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

The Parties therefore agree as follows:

1. Contractor's Services.

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

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

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 3, 2022, to May 01, 2024, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, \$ 292,218.00, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$ 292,218.00, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

B. Contractor shall promptly notify City Should Contractor, its officers, employees, agents or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's Subcontractor, its officers, agents, servants,

employees, Subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's Subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

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

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

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

9. Insurance.

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

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

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

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing

Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

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

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

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

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

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

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

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

Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by

courier service during Contractor's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

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

If to Contractor:
Hub Cities Career Center
2677 Zoe Ave-2nd Floor
Huntington Park, CA 90255

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

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

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

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

right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

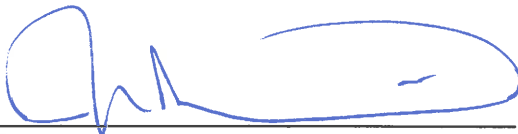
City:

City of Maywood,
a California municipal corporation

Contractor:

Hub Cities Career Center

By: _____
Heber Marquez
Mayor of the City of Maywood

By: 
Name: Jose Martinez
Title: Executive Director

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

COMPENSATION

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

JP2011

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

OPR/California Volunteers

CONTRACTOR NAME

City of Maywood

2. The term of this Agreement is:

START DATE

June 3, 2022

THROUGH END DATE

May 1, 2024

3. The maximum amount of this Agreement is:

\$296,000.00 or Two-Hundred Ninety-Six Thousand Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	Online
+ - Exhibit D	California Volunteers' Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Maywood

CONTRACTOR BUSINESS ADDRESS

4319 E Slauson Avenue

CITY

Maywood

STATE

CA

ZIP

90270

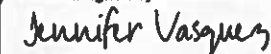
PRINTED NAME OF PERSON SIGNING

Jennifer Vasquez

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

6/3/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

OPR/California Volunteers

CONTRACTING AGENCY ADDRESS

1400 10th Street

CITY

Sacramento

STATE

CA

ZIP

95814

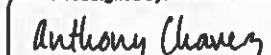
PRINTED NAME OF PERSON SIGNING

Anthony Chavez

TITLE

Director of Operations

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

6/3/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

Exhibit A Scope of Work

Section 1: Program Goal

What does your municipality hope to gain from this program/are there strategic goals this program can help your city meet?

The City, in partnership with Hub Cities, will implement the Maywood Youth Workforce Program. This program will accelerate the City's goal to establish a workforce development program, aligned with its economic development objectives, to build organizational capacity, leverage public and private resources. These activities will help prepare clients for the fast changing 21st century economy. The City, through the implementation of the Maywood Youth Workforce Program, will introduce underserved youth to career paths, civic engagement, higher education, paid internships, leadership development, and build an organizational infrastructure to improve its ability to reduce food insecurity and support COVID-19 recovery

The need to establish a local workforce program in Maywood cannot be understated. The current socio-economic condition is challenging its residents, civic leaders and community based organizations. The City, with 15,512 individuals per square mile, is the densest community; it is 6 times denser than the average for Los Angeles County. 40% overall, of residents possess limited English proficiency (U.S. Census, 2019 5 Yr. Est.). According to the California Department of Education (CDE Dataquest 2021-22), the percentage of students eligible for free and reduced meal at each elementary, middle school and high school located within the City varies between 92.7 and 95.5. The state average is 58.9. Notably, Maywood is among the youngest communities in the County and State. Based on the U.S. Census (2019 5 Yr. Est.) 43% of the area's residents are younger than 20 years of age, while in L.A County and the State of California, as a whole, approximately 35% of residents are under 24; the median age in all but two of the cities in the sub-region is under 30. In regards to educational attainment, a large number of the adults do not have a High School Diploma, and more than half of the population over the age of 25 have not receive a high school degree.

The community, its youth, young adults and families, were facing significant challenges prior to the pandemic. Now, it is apparent that the economic, social, and public health gains achieved through vigilant community organizing, policy advocacy, and agency collaboration over the past decade, have reverted. Maywood continues to have one of the highest unemployment rates in Los Angeles County with the impact largely hurting small businesses. Economic challenges persist. This can be partially attributed to the near absence of middle-class union jobs, the divestment of education, and the lack of homeownership hindering the ability families, unlike many other communities outside of Southeast Los Angeles, to create generational wealth for their families. Moreover, many immigrant community members in Maywood were excluded from relief due to their immigration status in the Cares Act bills. In California, many immigrants were also denied benefits, such as unemployment insurance. Despite the worsening socio-economic condition exacerbated by the pandemic, including food insecurity and the mixed economic recovery there is ample opportunity, in Maywood, to build upon pre-pandemic collaborative relationships and capacity building efforts.

Section 2: Program Design

- **Which focus area(s) will youth be working on (food insecurity, climate change, etc)? If other focus areas are addressed, please describe.**

The program will focus on food insecurity and the impact of Covid-19 and economic recovery. The Covid-19 pandemic, within Los Angeles County, has disproportionately impacted the community of Maywood. Additionally, food insecurity among families has been exacerbated by the pandemic due to the loss employment and income, and the significant decrease in student participation in the free and reduced meal program

- **Do you plan on subgranting with CBOs? If so, please name each organization and any prior experience they have running similar programs or the process by which you will select CBO partners. Preference will be given to municipalities selecting CBO partners with experience running youth workforce development programs in one or more of the recommended focus areas.**

The City, as the program administrator, will subgrant programmatic activities to Hub Cities. Hub Cities (HCC) is charged with managing the core program and workforce development activities. The City will oversee the implementation of the entire program, serve as a key resource, and ensure compliance to all grant mandated obligations and goals are met. Hub Cities with respect to experience, performance, and familiarity with the Southeast LA community is well prepared to serve as Maywood's program partner. Hub Cities (HCC) is located South East LA, and currently serves as the lead operator of the Southeast Los Angeles America's Job Center of California (AJCC). Hub Cities' mission is to provide high quality employment assistance, job training and workforce development services to local job seekers and businesses, with the goal of building a strong and vibrant economy within the region. While much of Hub Cities' funding is derived from Workforce Innovation and Opportunity Act (WIOA) resources provided by the Los Angeles County Board of Supervisors, the agency also receives support from private and corporate sponsors to supplement services funded through public programs. Within the past years, HCC has maintained successful partnerships with multiple entities such as the Los Angeles County Probation Department, the Weingart Foundation, Covered CA, as well as the Community Development Block Grant from the cities of Huntington Park and South Gate. HCC serves a diverse range of job seekers. By developing a hub of workforce services, HCC aims to meet the needs of all job seekers, including new entrants to the workforce, mature workers, veterans, individuals with disabilities, and foster youth, among others.

What activities will youth be working on? Please offer a brief, several sentence description of each job activity youth will be undertaking and any partners that will be involved in running that opportunity.

Hub Cities will manage the core programs activities, and report results on a regular basis to Maywood staff. Clients enrolled in the Maywood Youth Workforce Program will participate, in line with current public health guidelines, in the following activities:

Educational and Professional Workshops

Students will be required to complete a 20-hour workshop module virtually or in-person on Monday's, 9AM to 11 AM. Workshops will cover a broad range of topics such as, but not limited to the following: 1) Career Exploration and Planning; 2) Job Readiness and Workplace Skills; 3) Soft Skills and Job search resources (e.g., mock interviewing); 4) Financial Literacy and Management; Lifestyle and Job Retention; and 5) Problem Solving, Critical Thinking, Dress for Success, etc.

These workshops will provide valuable information and guidance to youth. Such workshops may help participants enhance and strengthen current skills.

Paid Work Experience

The Paid Work Experience is structured to promote career preparation through hands-on work experience. The program aims to improve youths' work-ethic styles, interpersonal skills, and time management and problem-solving skills. A total of 25 youth will participate in 220+ hours of paid work experience within the following work sites: City Administration Office, City Clerk's Office, Community Development Office, Public Works Department, and the Parks and Recreation Department. The program will fund 120 hours of paid work experience and Hub Cities will leverage additional 100 hours of work experience maximizing the work experience for each youth. This is in addition to the paid 20 hours for workshop participation subsidized through Hub Cities.

The goal of this compensated career experience is to encourage the exploration of civic and government careers and assist youth in leveraging gained knowledge and skills from program coursework to real-life world career opportunities. Thus, participants are expected to accomplish the following: 1) Implement research projects; 2) Collaborate in a team of other participants and official city staff members; 3) Develop pre-employment and workforce maturity skills; 4) Build occupational knowledge

Leadership DevelopmentInteractive Learning and Hands-on Simulation Flight Deck

The Interactive Learning and Hands on Simulation Flight excursion will allow youth to explore an alternative career field that may have not been considered due to poor access to resources and mentorship. Outcomes include the following: 1) Understand the history and the engineering behind aircraft aviation; 2) Achieve team-building development; 3) Establish social networks with peers as they experience this activity; 4) Explore aeronautical and other engineering programs; 5) Learn of different aviation career paths; 6) Experience a jet stimulator

Disney's Leadership Program

Youth will practice overcoming obstacles and creatively develop solutions to issues as a team in this 3-hour program. The program's exercises are designed to promote youth's courage, curiosity, and confidence in goal setting and accomplishing dreams.

During this interactive field study, students will achieve the following: 1) Develop leadership qualities and learn to apply them in team settings; 2) Cultivate interpersonal skills; 3) Brainstorm creative ideas and solutions to real-world issues; 4) Apply different ideas, perspectives, and approaches to a project; 5) Gain confidence in overcoming obstacles and accomplishing goals

Higher EducationExplore a University or Vocational Education Paths

Many youths residing in the SELA region identify as first-generation college students. This poses a barrier to accessing college guidance, relevant information, and resources. Moreover, quite often, academically challenged youth are also unable to participate in college tours because of poor academic standing. Therefore, we propose an immersive virtual college tour at the University of Southern California (USC) and California State University-Fullerton (CSUF) to inform first-generation college youth on financing their schooling, preparing for their undergraduate career, college life, and so forth. Additionally, program participants will explore vocational and apprenticeship training alternatives at the following worksites: Richard B. Slawson Southeast Occupational Center and the East Los Angeles College Southgate satellite campus.

After completion of this activity, youth should be able to meet the following objectives: 1) Gain financial literacy on available aid (e.g., scholarships, FAFSA); 2) Develop college readiness skills; 3) Access relevant college information and resources; 4) Learn of the vocational courses offered like Mechanic, Construction, and Culinary; 5) Explore offered certificate programs such as the Altamed Health Certificate Program; 6) Leverage tools and guidance to apply to desired program

Civic EngagementMaywood Community Impact

Hub Cities will work with youth to create and coordinate a "Maywood Giving Back" event. In a collaborative effort, a team of youth will strategize ideas on how to host this event to give back to their communities. For example, hosting a regional wellness event to provide 100 families with fresh and canned food, personal kit, school supplies, and backpacks with emergency supplies.

Successful completion of activity will lead to the following: 1) Application of civic engagement in an underserved region; 2) Knowledge of developing a regional event; 3) Witness the implementation of their project ideas; 4) Understanding of the region's needs

Future Career Pathways

Volunteer Activity: Maywood Job Resource Fair

Throughout this regional volunteer activity, youth will have the opportunity to identify SELA's employment needs and coordinate a Maywood Resource Fair as a response to identified issues. The impact of such an event can increase access to resources for youth in Maywood.

With the support and guidance from HCC's Business Services Department, participants will be responsible in identifying one resource and career path available in the region that they believe is beneficial to the community. Once a resource is identified, youth will research services the organization provides, who the services are offered to, and why the information is significant for the community to be informed on. After their research, a presentation will be given to Maywood youth in attendance. In strategizing the SELA resource fair, participants will achieve the following: 1) Cultivate critical thinking and problem-solving skills; 2) Collaborate in teams and learn the effectiveness of a coordinated effort; 3) Develop professional etiquette and positive work ethic styles; 4) Foster strong oral and written skills; 5) Gain knowledge of different career paths; 6) Understand how to present informative content to others

Graduation Ceremony and Dinner

Upon the completion of their program, Maywood Youth Workforce Development Program participants will have the opportunity to participate in a culmination ceremony. The sole purpose of this event is to celebrate youth's accomplishments alongside their cohort and program staff. Because of COVID-19 guidelines and restrictions set forward by the CDC, family members and friends will be unable to participate in this event. Nonetheless, the graduation ceremony will be streamed live via Zoom to allow families to enjoy this special occasion, virtually. Also, all youth will receive a graduation certificate.

Evaluation

The Maywood youth leadership program will facilitate a learning space that promotes strong autonomy and agency among youth by promoting leadership building, professional preparation, and culturally responsive information. The intent behind these objectives aim to encourage youth to set goals and dreams beyond the barriers placed on them.

The success of the program will be attributed to participant's completion of objectives outlined in proposed activities. Prior to participation in program activities, youth will complete a pre-survey that assesses their standing across the following objectives: leadership development, civic engagement, knowledge of higher education, and future career pathways, and so forth. At the completion of the program, participants will be evaluated again with the same survey. This survey will consist of 10-15 questions such as:

A pre-survey and exit survey will be used to capture the change in participants' knowledge and abilities from the start of their program towards its end. Furthermore, a routine evaluation from program staff will also be obtained to measure daily progress. This would consist of daily journal entries where youth will be asked to write about their program experience and suggest feedback. These entries would then be reviewed by assigned program staff. All entries are confidential. At the program's end, a final report that capture participant trajectories and the program's impact on youth leadership and workforce development will be presented.

- **What is the proposed start date for programming?**

The proposed Project Period is March 2022-June 2024

Section 3: Youth Recruitment/Development

How will the municipality recruit youth?

The City and Hub Cities, together will implement an outreach plan based on current best practices, and methods, and strategies successfully performed in Southeast LA. Hub Cities, as the exclusive program partner, will recruit, interview and determine youth eligibility of Maywood youth for the program. This effort will include the following activities: 1)

Promoting the project to new, current and former youth who reside in the City of Maywood; 2) Distributing promotional flyers throughout social media; 3) Prioritizing 16–30-year-old participants from the following target populations: Low-Income, Foster, Cal-Works, Justice Involved; disconnected youth and High School dropouts.

All prospective participants will partake in the intake process. HCC will provide the following: 1) Right-to-work documentation; 2) A Complete WIOA Application; and an opportunity to meet with an HCC Career Planner to complete a subject and aptitude assessment to identify a suitable career

- **What wrap around services, if any, is the municipality or subgrantee planning on offering to youth?**

The program, through Hub Cities, will provide comprehensive supportive services. The supportive services are meant to help the individual while in training, apprenticeship program or conducting job search. Career Planners review a participant's economic situation and planned activities to determine what supportive services are needed, along with funds required to cover these services. One of the greatest needs is transportation assistance: participants can be reimbursed for travel costs to training, job search. Other typical supports are child care, uniforms/clothing and work-related tools and supplies. Career Planners also refer customers to community partners for low- or no-cost services, including medical care, counseling, legal and expungement services, tattoo removal, senior and child care, and others.

- **What wage will youth be paid, if known? What length of time do you anticipate the youth serving?**

The program will include two cohorts over several years participating 5 months each from May to September. The participants will be paid \$17.00 per hour.

Section 4: Metrics/Outcomes

- **Can the municipality provide the required metrics listed above to CaliforniaVolunteers?**

The City of Maywood will gather and provide all required metrics to CaliforniaVolunteers per grant requirements.

- **Are there other metrics you will be collecting to determine success of program? If so, please indicate which metrics.**

Not Applicable

Section 5: Budget/Staffing/Communications

- **What is your proposed staffing plan for the program for the municipality and/or any subgrantees?**

The objective of the proposed staffing plan is to assign personnel sharing both strong experience in workforce development programming and familiarity with the City of Maywood, its demographics, history and its socio-economic condition, and the greater Southeast LA community. These qualities will ensure the City and Hub Cities, upon notice of award, can readily prepare to implement the Maywood Youth Workforce Program. The City and Hub Cities have worked together before. This effort represents an opportunity to enhance existing successful programs.

- **Do you commit to using CaliforniaVolunteers developed branding for this program and participating in CaliforniaVolunteers-organized trainings/curriculum, if asked?**

Yes, we look forward to participating in trainings and supporting the CaliforniaVolunteers program with branding and marketing opportunities

- **Are you interested in participating in a program launch media event with CaliforniaVolunteers?**

We will gladly participate in a program launch media on behalf of CaliforniaVolunteers.

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Exhibit B Budget Detail

Applicant: CaliforniansForAll Youth Workforce Program (Revised 11/30/2021)	
City of Maywood	

I. Administration (Must Not Exceed 10% of Direct Award Amount)			
Items	Description	Calculation	Total Budget
Lead Agency	City of Maywood: Program Oversight including grant reporting/fiscal management resource coordination/collaboration related duties	10 hrs. per month @ \$37.82 per Hr. = \$378.20 per month Total months 10 (2 Cohorts) x \$378.20 = \$3,782	3,782
SubGrantee Programs	Sub-Grantee (Hub Cities): Salaries & Fringes Benefit Non Personnel Program Operations	Cost Allocation Plan	25,718
Total			\$29,500

10.0%

II. CaliforniansForAll Youth Workforce Fellows - Wage			
# Requested	Hourly Salary	# of Hours	Total Budget
Paid Work Experience/Workshops for 25 Participants	Rate \$17 per Hour	6000	\$ 102,000
FICA for Fellows	Taxes	7.65%	\$ 7,803
Workers Compensation	Rate	2%	\$ 2,040
Total			\$ 111,843

III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs			
Items	Description	Calculation	Total Budget
Leadership & Educational Excursion	Participation in immersive and informative excursions to cultivate leadership skills		\$4,553
SELA Regional Community Impact Activity	Develop and implement innovative solutions to issues affecting the SELA region.		\$1,000
Regional SELA Job Resource Fair Activity	Receive and apply information and resources from regional job fairs and events.		\$2,000

Participant Supportive Services	Additional supportive services including child care uniforms/clothing and work-related tools and supplies	Direct Program Cost	\$7 500
Transportation Costs	Key support service to provide clients mobility to interviews and other client service related activity		\$2 000.00
Food for Participants/ Events	Key materials/items to increase and sustain participation at events		\$4 350.00
Participant Tool Kits	Laptops for clients to support job development activities	Laptops 500 per student 25 plus 4 extra	\$14 500.00
Marketing/Printing/Supplies	Outreach		\$500.00
Total			\$36,403

50%

IV. Program Wrap-Around Services (Not to Exceed 40% of Total Award)			
Items	Description	Calculation	Total Budget % Allocation Cross Check
1 Program Supervisor	Responsible for overseeing project tracking data and overseeing the day-to-day operation of the program.	\$26/hr@10mos-50%fte Sal\$23k,fb\$6k	29 116
1 Career Planner Full-time	Career Workshops leadership activities program goals and objectives and guiding participants through the program.	\$22/hr@10mos-100%fte Sal\$38k,fb\$11k	49 410
1 Clerical Full-time	Responsible for program participant recruitment program eligibility determination and assisting the Career Planner to implement and deliver the program	\$20/hr@10mos-100%fte Sal\$35k,fb\$4k	39 728
Total		\$ 118,254	40.0%

Total Budget Request \$296,000.00

100.0%

Total # of Fellows Paid Work Experience/Workshops for 25 Participants

List of Partners		
Partner	Status (Proposed or Secured)	Contractual Amount
Hub Cities	Secured	\$292,218.00
Total		\$ 292,218.00

EXHIBIT B
Budget Payment Provisions

**California Volunteers,
CaliforniansForAll Youth Workforce Development Program
and City of Maywood**

BUDGET PAYMENT PROVISIONS

1. Invoicing and Payment
 - a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
 - b) Invoices shall include the Agreement Number and shall be submitted via PDF to fiscal@cv.ca.gov.
2. Budget Contingency Clause
 - a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
 - b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions

CaliforniansForAll Youth Jobs Corps Program Outcome and Output Reporting

All CaliforniansForAll Youth Jobs Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

Reporting Metrics

Grantees will be required to report the following metrics on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers. These metrics are subject to change, depending on the California Department of Finance's review and approval:

- Required by Department of Treasury:
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
- Output: Total number of youth employed; number of hours of employment
- Outcome: Percentage of participants who enroll in higher education or gain employment following program end; Number of industries served; Disadvantaged areas served

Additionally, CaliforniaVolunteers requires cities to report the following data, where feasible, on a quarterly and annual basis to CaliforniaVolunteers in a format and method to be specified by California Volunteers.

- Number of youth participating in program
- Number of youth employed in each focus area
- Number of youth enrolled in job training/readiness programs
- Number of youth completing job training/readiness programs
- Number of youth participating in summer program (if applicable)
- Average wage and hours worked of participants across program
- Information/data/member stories as requested for annual report
- Does this project serve an economically disadvantaged community?
- Number of youth employed in program who were previously unemployed

Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions

- Number of youth who complete full program (1 year or summer program)
- Percentage of youth employed in program who remain in college or stable employment
- Percentage of youth employed after completion of program
- Percentage of youth who report job satisfaction after one year of employment, as reported by a survey
- Percentage of youth who report an interest in a career in public service after one year of employment, as measured by a survey
- Percentage of youth employed in public service after one year of employment
- Job training evaluations

Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1 (if applicable)	Award Date – December 31, 2021	January 10, 2022
2	January 1 – March 31, 2022	April 8, 2022
3	April 1 – June 30, 2022	July 8, 2022
4	July 1 – September 30, 2022	October 7, 2022

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the federal government for projects leveraging State Fiscal Recovery Funds, as further identified by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions**CaliforniansForAll Youth Jobs Corps Program
Invoicing**

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly. However, California Volunteers will not allow invoices for periods in excess of three months due to the need to provide quarterly financial reporting to the California Department of Finance, as well as the federal government, over the use of State Fiscal Recovery Funds (SFRF), federal stimulus funding.

Invoicing Deadlines:

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15th of the following month. If quarterly, invoices should be submitted with the financial report no later than the due date identified in the financial reporting deadlines below.

Financial Reporting Metrics:

Grantees will be required to report quarterly on expenditures and unliquidated obligations associated with the grant. As such, grantees will be required to provide the following:

- Expenditure Amounts
 - Cumulative Expenditures (prior cycles)
 - Expenditure Adjustments (+/-) prior cycles
 - Expenditures (Current Cycle)
 - Total Cumulative Expenditures
- Obligation Amounts
 - Remaining Obligation
 - Total Cumulative Expenditures
 - Total Cumulative Expenditures + Obligation
 - Award Amount
- Notes (if applicable)

These metrics are subject to change, depending on the California Department of Finance's review and approval.

**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

Financial Reporting Deadlines:

Report	Reporting Period	Partner Reports Due
1	Award Date – December 31, 2021	January 10, 2022
2	January 1 – March 31, 2022	April 8, 2022
3	April 1 – June 30, 2022	July 8, 2022
4	July 1 – September 30, 2022	October 7, 2022

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the federal government for projects leveraging State Fiscal Recovery Funds, as further identified by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

California Volunteers will be providing a comprehensive financial reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and Specific Requirements and Terms and Conditions**CaliforniansForAll Youth Jobs Corps Program
State Fiscal Recovery Funds**

This program leverages 100% State Fiscal Recovery Funds. Grantees leveraging this funding are required to follow specific terms and conditions, reporting requirements, guidance, etc. associated with these funds. The requirements for the use of these funds are incorporated in their entirety through the inclusion of the links to specific resource pages in this Exhibit (see below). This includes links and attachments referenced on the following pages.

Resources:

- **Coronavirus State and Local Fiscal Recovery Funds:**
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>
- **State Fiscal Recovery Fund:** https://www.dof.ca.gov/budget/COVID-19/State_Fiscal_Recovery_Fund/
- **State Fiscal Recovery Fund Reporting Portal:**
https://www.dof.ca.gov/budget/COVID-19/State_Fiscal_Recovery_Fund_Reporting_Portal/

Through execution of the contract, grantees agree to follow the rules, guidance, regulations, and terms and conditions as outlined in the above links, as well as any other requirements and policies outlined throughout the exhibits of the executed contract.

City of Maywood

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**Exhibit D(1) California Volunteers Reporting Requirements, Invoicing, and
Specific Requirements and Terms and Conditions**

Programmatic and Fiscal Document Retention

In line with State and Federal requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold them available for audit and inspection by the State or Federal Government for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: July 13, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: DISCUSS AND PROVIDE DIRECTION REGARDING THE SOUTHEAST LOS ANGELES (SELA) REGIONAL YOUTH WORKFORCE PROGRAM IN THE CITY OF MAYWOOD

RECOMMENDATION:

Staff is requesting that the City Council discuss and provide direction to staff on how to proceed with the Southeast Los Angeles (SELA) Regional Youth Workforce Program.

BACKGROUND:

Hub Cities Consortium (HCC), an agency located in the City of Huntington Park, is the lead operator of the Southeast Los Angeles America's Job Center of California (AJCC). Its mission is to advance and develop a world-class workforce by providing universal access to information and resources for job seekers and workforce development services to local job seekers and businesses, to build a strong and vibrant economy within the region.

On September 22, 2021, the City Council approved a partnership with the Hub Cities Consortium (HCC) for the establishment of the SELA Regional Youth Workforce Program (Program) in Maywood to enhance youth development in the areas of education. The program promotes long-term intervention strategies to improve basic skills, leadership, and pre-employment preparation for underserved youth in the City of Maywood that were disproportionately affected throughout the pandemic.

The Program was proposed to be a partnership with Hub-Cities to introduce (18) eighteen underserved youth to career paths, civic engagement, higher education, and leadership development, providing 20 hours of educational and professional workshops, and participants will receive (100) one hundred hours of paid work experience. It was also a program that was being considered by other SELA cities.

The Maywood workforce program included the following objectives:

- **Leadership development:** participation in immersive and informative excursions will cultivate leadership abilities such as decision-making skills, interpersonal skills, strong work-ethic styles, and the ability to lead projects and teams.
- **Educational & Professional Workshops:** 20-hour module of career and academic development workshops that promote the enhancement of youth's current skills and knowledge;

- **Paid Work Experience:** up to 220 hours of paid work experience to advance career preparation; this can expose participants to potential career interests within the government sector;
- **Higher Education:** participate in informative college and university tours and learn about vocational trades and apprenticeship pathways;
- **Future Career Paths:** receive and apply information and resources from regional job fairs and events;
- **Civic Engagement:** develop and implement innovative solutions to issues affecting the SELA region; and
- **Graduation Ceremony & Dinner:** Celebrate youths' accomplishments to further encourage and motivate them to pursue educational and/or professional paths introduced to them.

The City's American Rescue Plan Act (ARPA) funding was allocated for the program operations. Under the ARPA guidelines, the Program is eligible as it provides Job Training Assistance and Workforce Development to improve economic development in the city and region.

DISCUSSION:

The program's timeline upon adoption was set to operate between November 1, 2021, and September 30, 2022. The program was estimated to cost \$98,136, with leverage funding of \$51,229 by the Hub Cities Consortium covering the additional expenses with a total cost of \$149,373 to allow the participation of (18) youth in the program.

However, on June 03, 2022, the City of Maywood was awarded a grant from the Office of Planning and Research/California Volunteers to establish the Maywood Youth Workforce Program in partnership with Hub Cities Career Center to serve (25) twenty-five local youth. At the City Council's discretion, the ARPA funding allocated to the Program could be re-directed to add an additional cohort like that which will be established under the California Volunteers grant program.

Staff is seeking City Council to discuss and provide direction to staff on how to proceed with the Southeast Los Angeles (SELA) Regional Youth Workforce Program.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The approval of this action has no impact on the City's General Fund. The estimated cost for the performance and administration of the youth workforce program is determined by the number of youths, programming, and administration fees. Any additional appropriation of (ARPA) funding (Fund 38 -Local Fiscal Recovery Fund) is subject to City Council approval for the continuation of the program.

ATTACHMENT(S)