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

WEDNESDAY, AUGUST 10, 2022 AT 7:00 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Heber Marquez

MAYOR PRO TEM
Frank Garcia

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY CLERK
Andrea Aguilar

CITY TREASURER
Mary Mariscal

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

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

broadcasted live on the City's Facebook page.

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

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

Join by phone 1-669-900-6833 Enter Meeting ID: 836 9314 1558 Passcode: 549958
OR
Please click the link below to join the webinar:
https://us02web.zoom.us/j/83693141558?pwd=TUtkMkRHWHFnMW5SRytuS1BKa0phUT09
Passcode: 549958

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

CAL STATE FULLERTON PHILANTHROPIC FOUNDATION

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 FOR JULY 27, 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. CONSIDERATION OF RESOLUTION 6262 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD FIXING THE AMOUNT OF REVENUE FROM A PROPERTY TAX LEVY APPROVED BY THE VOTERS OF MAYWOOD CITY FOR THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) AT THE SAME RATE OF SUCH TAXES AS LAST YEAR AND LEVYING SUCH TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 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 AWARDING A PROFESSIONAL SERVICES AGREEMENT TO KAMPGROUNDS OF AMERICA (KOA) CORPORATION TO PREPARE THE CITY OF MAYWOOD'S ACTIVE TRANSPORTATION PLAN IN THE AMOUNT NOT TO EXCEED $223,998.15; FUNDED BY THE CALIFORNIA TRANSPORTATION COMMITTEE 2021 ACTIVE TRANSPORTATION PROGRAM, CYCLE 5.

6. CONSIDERATION OF AWARDING A CONTRACT TO GRAFFITI PROTECTIVE COATINGS, INC FOR CITY-WIDE BUS SHELTER CLEANING SERIVCES IN A YEARLY NOT-TO-EXCEED AMOUNT OF $66,123.20 FOR FISCAL YEARS 2022-2025 WITH TWO POTENITAL ADDITIONAL ONE-YEAR EXTENSIONS

7. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR ENTERPRISE ARCHITECTURE REVIEW AND INFORMATION TECHNOLOGY SUPPORT SERVICES

8. AUTHORIZATION OF CITY'S PARTICIPATION IN THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 (LARIAC7) PROJECT

IX. DISCUSSION/ACTION ITEMS

9. CONSIDERATION OF APPOINTMENT OF ONE MEMBER TO THE MAYWOOD PLANNING COMMISSION TO FILL THE FOUR (4) YEAR TERM FOR SEAT NO. 5 WHICH EXPIRED ON JUNE 19, 2022.

10. REVIEW AND PROVIDE DIRECTION TO STAFF RELATED TO THE RULES, REGULATIONS, FEES AND APPLICATION PROCESS FOR THE DODGERDREAM FIELD AT MAYWOOD PARK.

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

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, August 24, 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 ITEM NO. 1

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

WEDNESDAY, JULY 27, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:04 p.m.

II. CITY OFFICIALS

MAYOR
Heber Marquez (present)

MAYOR PRO TEM
Frank Garcia (teleconference)

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

CITY CLERK
Andrea Aguilar (present)

CITY TREASURER
Mary Mariscal (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: 853 1832 5867Passcode: 798481
or

https://us02web.zoom.us/j/85318325867?pwd=b36aKG8jOfLfA6Mt2y8SEWDzQKJBIg.1
Passcode: 798481
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 (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

None

VIII. CONSENT CALENDAR

1. MINUTES OF JULY 13, 2022 CITY COUNCIL MEETING

Motion to approve the Minutes of July 13, 2022 City Council Meeting by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez. PASSES

2. RESOLUTION NO. 6259 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 and file the warrant registers, wire transfers dated July 1, 2022 through July 27, 2022 are $376,643 decomposed into $264,466.47 for Accounts Payable and $112,176.97 for Wire Transfers/ACH Transactions and adopt Resolution No. 6259 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payment by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

3. REVENUE REPORT FROM JULY 2021 - JUNE 2022

Motion to receive and file the Revenue Report from July 2021 - June 2022 for Fiscal Year 2021/2022 by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. SECOND READING AND ADOPTION OF ORDINANCE NO. 22-02 OF THE CITY OF MAYWOOD ADDING ARTICLE 6 TO TITLE 6 OF CHAPTER 2 OF THE MUNICPAL CODE REGARDING SINGLE USE FOODWARE ACCESSORIES AND STANDARD CONDIMENTS

Motion to adopt Ordinance 22-02 entitled "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 De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. CONSIDERATION OF RESOLUTION NO. 6260 ESTABLISHING AN APPROPRIATION LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION FOR FISCAL YEAR 2022-2023 FOR THE CITY OF MAYWOOD

Motion to adopt Resolution No. 6260 that establishes the appropriations limit pursuant to Article XIIB of the California Constitution for Fiscal Year 2022-2023 at $9,638,744 for the City of Maywood by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

6. CONSIDERATION OF APPROVAL TO ASSIGN THE REMAINING FUNDS ($10,400) AUTHORIZED FOR THE YMCA SLEEP AWAY CAMP TO FREE FAMILY SWIM, SWIM LESSONS AND SENIOR WATER AEROBICS.

Motion of the approval to assign the remaining funds ($10,400) authorized for the YMCA Sleep Away Camp to the YMCA free family swim, swim lessons and senior water aerobics by Lara. Second by Mayor Marquez. 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 (teleconference)
2) Gerry Mayagoitia (teleconference)
3) Andres Gonzalez (teleconference)

XII. ADJOURNMENT

Meeting was adjourned In Memory of Manuel "Manny" Avila at approximately 8:11 p.m. to the next meeting of the Maywood City Council, Wednesday, August 10, 2022 at 7:00 p.m.

_____
Heber Marquez, Mayor

ATTEST:

_____
Andrea Aguilar, City Clerk

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 2.

DATE: August 10, 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 July 29, 2022 through August 1, 2022, and net payrolls dated July 18, 2022 through July 27, 2022 and adopt Resolution 6261 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).

The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/ Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants 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 July 18, 2022 through August 1, 2022 are $1,525,284.45 ($593,850.24 for Accounts Payabale plus $931,434.21 for Wire Transfers/ACH Transactions) .

F.Y. 22-23 Impact: $1,525,284.45	**Current F.Y. Budget:**
Fund Impacted: 100 - General Fund, 214 - Bikeway Fund, 243 CDBG Fund, 412 - Sewer Enterprise Fund	**Budget adjustment requested: Not Applicable**
Source of funds: 100, 214, 243, and 412	**Updated Account Budget: Not Applicable**
Account Number: Personal Services (PS) and Non-Personal Services (NPS) accounts	**For fiscal year: 2022/2023**

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 8.10.22
2. Exhibit B Warrant Register Detail 8.10.22

RESOLUTION NO. 6261

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 $1,525,284.45 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 10th day of August, 2022.

_____
Heber Marquez, Mayor

ATTEST:

_____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

_____
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. 6261 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 10th day of August, 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, August 10, 2022

Accounts Payable			**Amount**
Accounts Payable prepaid warrants for payment: Checks No. 089839 - 089850		$	12,317.44
Accounts Payable regular warrants for payment: Checks No. 089851 - 089900		$	581,532.80
	Sub-total	$	593,850.24
Wire Transfers/ACH Transactions			
07/18/22 CalPERS Employer Contribution 6/19/22 - 7/2/22		$	6,968.22
07/21/22 Payroll Pay Period 7/3/22 - 7/16/22		$	45,502.40
07/22/22 ADP Payroll Fees		$	371.82
07/27/22 CalPERS Employer Contribution 7/3/22 - 7/16/22		$	7,003.78
07/29/22 Wells Fargo - Maywood CDD Tax Alloc 2017A1, A2, B - Principal & Interest		$	870,885.89
08/01/22 US Bank - Merchant Fees		$	702.10
	Sub-total	$	931,434.21
	Total Demands	**$**	**1,525,284.45**

City of Maywood
Detail Warrants for Payment
Warrants No. 089839 to 089900

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089839	P	7/29/2022	Angel Villegas	698.71	Retiree Medical Reimbursement - August 2022	General Fund - 100
089840	P	7/29/2022	Benefit Coordinators Corporation (BCC)	2,281.80	Dental and Vision Insurance - August 2022	General Fund - 100 CDBG - 243
089841	P	7/29/2022	Brent Talmo	698.71	Retiree Medical Reimbursement - August 2022	General Fund - 100
089842	P	7/29/2022	Bruce Leflar	1,290.56	Retiree Medical Reimbursement - August 2022	General Fund - 100
089843	P	7/29/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement - August 2022	General Fund - 100
089844	P	7/29/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement - August 2022	General Fund - 100
089845	P	7/29/2022	Paul Pine	1,722.43	Retiree Medical Reimbursement - August 2022	General Fund - 100
089846	P	7/29/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement - August 2022	General Fund - 100
089847	P	7/29/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement - August 2022	General Fund - 100
089848	P	7/29/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement - August 2022	General Fund - 100
089849	P	8/3/2022	Radco Ice LLC dba Kona Ice	550.00	National Night Out 2022 - Kona Ice for Participants	General Fund - 100
089850	P	8/3/2022	Just Printing	159.86	Building Maintenance Decal	General Fund - 100
089851		8/10/2022	Amazon Capital Services	135.23	Riverfront Park Flags	General Fund - 100
089852		8/10/2022	AT&T	25.04	Emergency Elevator Service for 06/10/22 to 07/09/22	General Fund - 100
089853		8/10/2022	AT & T Long Distance	45.03	Emergency Elevator Phone Long Distance June 2022	General Fund - 100
089854		8/10/2022	Colantuono, Highsmith & Whatley, PC	262.26	Penalities & Interest for June 2022 Under Collection Utility User Taxes for June 2022	General Fund - 100
089855		8/10/2022	County of L.A. Dept. of Animal Control	7,061.89	Animal Control Services for June 2022	General Fund - 100
089856		8/10/2022	DIANA CHO & ASSOCIATES	5,100.00	CDBG Code Enforcement Services May and June 2022 CDBG Consulting Sidewak Rehab Project May and June 2022	CDBG - 243

City of Maywood
Detail Warrants for Payment
Warrants No. 089839 to 089900

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089857		8/10/2022	Marco Tulio Mancia Caballero dba Elim HVAC	101.97	Building Maintenance BPUSD AC unit	General Fund - 100
089858		8/10/2022	Global Equipment Company Inc.	813.31	Public Works Supplies	General Fund - 100
089859		8/10/2022	GovernmentJobs.com Inc. dba NeoGov	1,041.86	Subscription Fee Governmentjobs.com 08/08/21 - 08/07/22	General Fund - 100
089860		8/10/2022	HdL Software LLC	285.00	New Accts Processed - June 2022	General Fund - 100
089861		8/10/2022	Myers & Sons Hi-Way Safety Inc.	499.96	Barricades and rivets	General Fund - 100
089862		8/10/2022	Hinderliter de Llamas & Assoc.	10,500.00	Cannabis Management Program - June 2022	General Fund - 100
089863		8/10/2022	Home Depot Commercial Acct Pro	789.99	Building Maintenance Paint Building Maintenance Threshold Building Maintenance toiletry items	General Fund - 100
089864		8/10/2022	Kimley-Horn and Associates Inc.	4,381.50	Local Roadway Safety Plan Consultant - June 2022	General Fund - 100
089865		8/10/2022	L.B. Johnson Hardware Co.	397.37	Building Maintenance Building Maintenance Chase Building Maintenance Painting Lobby Concrete Bags Mat Repair at BPUSD PPE Public Works Supplies	General Fund - 100
089866		8/10/2022	Tri-City Mutual Water Company	2,245.95	5000 Slauson Ave 06/01/22 to 06/30/22 5950 Walker Ave 06/01/22 to 06/30/22	General Fund - 100
089867		8/10/2022	Phoenix Group Information Systems	5,553.11	June 2022 Citation Processing FTB Intercept Letters June 2022 Parking Citation FTB Intercept Letters June 2022 Permit Processing Fee	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 089839 to 089900

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089868		8/10/2022	Richards Watson & Gershon	51,545.98	Legal Services - Adv. Bell Gardens Ave. - June 2022 Cannabis Business Writ Lawsuits - June 2022 General Legal Services - June 2022 Legal Services - Adv. Jose Mendoza - June 2022 Legal Services - Commercial Waste Services - June 2022 Legal Services - Maywood Investment Group - June 2022	General Fund - 100
089869		8/10/2022	SHERIFF'S DEPT COUNTY OF LOS ANGELES	428,646.48	Public Safety Services for June 2022	General Fund - 100
089870		8/10/2022	SR Window Tint, Inc.	300.00	Building Maintenance Tinting	General Fund - 100
089872		8/10/2022	Transtech Engineers Inc	35,023.00	ATP Cyc 5 Coordination - May and June 2022 Baseball Field Improvements - June 2022 Building And Safety Staff Services - June 2022 CIP Slauson Ave Corridor Imp - June 2022 City Engineering Services - June 2022 Encroachment Permits - June 2022 FY 21-22 Pavement Rehab DES - May 2022 General Traffic, Engineerins & Planning Serv - June 2022 Local Road Safety Plan - June 2022 PW Encroachment Permit Insp Serv - June 2022 Sewer Imp 52nd St, 52nd Pl & other locations - June 2022 Utilities Underground Dist - June 2022 TRF TDA Pedestrian Improve Proj - June 2022 Sewer Charge Assessment District - June 2022	General Fund - 100 Bikeway Fund - 214 Sewer Enterprise Fund - 412
089873		8/10/2022	ULINE INC.	591.42	Mats	General Fund - 100
089874		8/10/2022	ACC Business	351.09	Internet Serv - 6/28/22 to 7/10/22	General Fund - 100
089875		8/10/2022	Adrian Gutierrez	762.00	Refund on Various Citations	General Fund - 100
089876		8/10/2022	Alejandra Garcia	88.00	Refund Citation 166128069	General Fund - 100
089877		8/10/2022	Alejandro Gonzalez	73.00	Refund - Citation 177125310	General Fund - 100
089878		8/10/2022	AlphaMap	4,905.00	Building/Planning Map Subscription 06/16/22 to 06/16/23	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 089839 to 089900

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089879		8/10/2022	Amazon Capital Services	606.92	Chamber Supplies - June 2022 Desk Lift Paper Shredder - Heavy Duty	General Fund - 100
089880		8/10/2022	Andrea Nohemi Aguilar	300.00	August 2022 City Clerk Stipend	General Fund - 100
089881		8/10/2022	Angelica M. Navarro	143.00	Refund on Citation 133131831 & 122138920	General Fund - 100
089882		8/10/2022	Baldomero Gonzalez Nunez	73.00	Refund Citation 166131579	General Fund - 100
089883		8/10/2022	COUNTY OF LOS ANGELES DEPT.OF AUDITOR-CONTROLLER	506.62	Local Agency Formation Commission Charges FY 22-23	General Fund - 100
089884		8/10/2022	Elizabeth Dora Guevara	73.00	Refund Citation 166133151	General Fund - 100
089885		8/10/2022	Jorge Medina	7.00	Refund Citation 166129204	General Fund - 100
089886		8/10/2022	Jose Ramirez	88.00	Refund Citation 166125378	General Fund - 100
089887		8/10/2022	Juan Hernandez	25.00	Refund Citation 177129302	General Fund - 100
089888		8/10/2022	Julian Gomez	146.00	Refund - Cite #'s 166127609 & 177127284	General Fund - 100
089889		8/10/2022	La Shon M. Williams	88.00	Refund Citation 1556A	General Fund - 100
089890		8/10/2022	LEAGUE OF CALIFORNIA CITIES	1,081.50	LA County Division Dues for FY 2022-2023	General Fund - 100
089891		8/10/2022	Mary Mariscal	50.00	August 2022 Treasurer Stipend	General Fund - 100
089892		8/10/2022	Nationwide Environmental Services	7,410.00	Street Sweeping Services for July 2022	General Fund - 100
089893		8/10/2022	Orangeline Development Authority	3,329.73	Eco-Transit Membership 2022-23	General Fund - 100
089894		8/10/2022	Ricardo Ruiz	5.00	Refund Citation 166135595	General Fund - 100
089895		8/10/2022	Roberto Lepe	88.00	Refund Citation 166127926	General Fund - 100
089896		8/10/2022	So. California Association of Governments	3,488.00	Dues Assessment for FY 2022-23	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 089839 to 089900

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
089897		8/10/2022	Shirley Quinones	129.41	S Quinones - Recording of Deed S Quinones - Reimburse for Mileage	General Fund - 100
089898		8/10/2022	Sprint	444.95	Cell Phone Service 06/24/22 to 07/23/22	General Fund - 100
089899		8/10/2022	Teresa Flores	315.00	Refund Citations 166131231 & 177130198	General Fund - 100
089900		8/10/2022	Tracepoint LLC.	1,609.23	Professional Serv-Business Email Comp May 2022	General Fund - 100
			TOTAL	**593,850.24**		

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 3.

DATE: August 10, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, INTERIM DIRECTOR OF FINANCE

SUBJECT: CONSIDERATION OF RESOLUTION 6262 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD FIXING THE AMOUNT OF REVENUE FROM A PROPERTY TAX LEVY APPROVED BY THE VOTERS OF MAYWOOD CITY FOR THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) AT THE SAME RATE OF SUCH TAXES AS LAST YEAR AND LEVYING SUCH TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2022

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 6262 establishing the tax rate from a property tax levy approved by the voters for the purpose of paying the cost of the California Public Employees Retirement System (CalPERS) and maintaining the rate of such tax and levying such tax for fiscal year beginning July 1, 2022.

BACKGROUND:

In March 1974, Maywood voters approved a property tax levy of $0.04 for every $100 of assessed value as a means to pay for employee retirement benefits. Resolution No. 2670 established the tax initially. The City is required to set the tax rate annually by resolution. In order for the tax rate to be collected a resolution setting such tax rate must be submitted to the Los Angeles County Assessor's Office every year. On August 10, 2016, Resolution No. 5874 of the City Council of the City of Maywood fixed the tax rate to cover the cost of the Public Employees Retirement System (PERS) at $0.100000 per $100 of assessed value. The approved $0.100000 per $100 of assessed value has remained unchanged since its adoption in 2016.

DISCUSSION:

A - PROJECTED PENSION COSTS: The projected pension cost (expenditure) eligible to be paid from the "Retiree Pension Levy" to be collected for Fiscal Year 2022-23 was presented and approved at the June 22, 2022 City Council Meeting.

B - PROJECTED REVENUE - The projected revenue from the "Retiree Pension Levy" at current approved rates totals $1,208,812 was presented and approved at the June 22, 2022, City Council Meeting from "T*able 3 - City of Maywood, Subcategories of Major Revenue Categories, 01 - General Fund, Fiscal Year 2022 - 2023*" under the section "*Retiree Pension Levy*" is $1,208,812.

C. PENSION LEVY REVENUE VERSUS PENSION EXPENSES - The total pension revenue compared to pension expenses is as follows:

C1. Retiree Pension Levy REVENUE	$1,208,812.00
C2. Series 2021 Pension Obligation Bond EXPENSE	<$1,019,783.10>
C3 CalPERS Pre-Paid Employer Normal Costs EXPENSES	<$317,743.00>
C4. C1 minus C2 plus C3	<$128,714>

Considering that the Pension Tax Levy was increased from $0.04 to $0.100000 per $100 of assessed value on August 10, 2016, for fiscal year 2016-17, and that the adopted budget for fiscal year 2022-23 anticipates coverage of the differential from the General Fund, staff recommends that the pension levy tax remains unchanged for Fiscal Year 2022-2023.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

This revenue has been budgeted for in the FY 22-23 City budget for $1,208,812. The proposed property tax levy of $0.100000 per $100 of the assessed value remains unchanged from fiscal year 2022-23.

ATTACHMENT(S)

RESOLUTION NO. 6262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD FIXING THE AMOUNT OF REVENUE FROM A PROPERTY TAX LEVY APPROVED BY THE VOTERS OF MAYWOOD CITY FOR THE PURPOSE OF PAYING THE COST TO THE CITY OF THE PUBLIC EMPLOYEES RETIREMENT SYSTEMS (PERS) AT THE SAME RATE OF SUCH TAXES AS LAST YEAR AND LEVYING SUCH TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2022

WHEREAS, the City of Maywood entered into a contract with the California Public Employees Retirement System (CalPERS) for the operation of a retirement program for Safety Personnel and Miscellaneous Employee; and

WHEREAS, a property tax for the purpose of raising sufficient revenue to fund the city's contribution to CalPERS was approved by more than two-thirds of the voters who cast ballots on a proposition to create such tax, which election was held on March 5, 1974; and

WHEREAS, the results of such voter approval were reported, canvassed and confirmed in Resolution No. 2670, dated March 12, 1974, incorporated herein by reference as if fully set forth; and

WHEREAS, such property tax was levied for the fiscal years commencing with July 1, 1974 and continuing for fiscal years commencing 1975 through 2020; and

WHEREAS, Article 13A, section (b) of the State Constitution, which was enacted by Proposition 13, provides that the 1% limit on the property tax rate is not applicable to ad valorem taxes or special assessments to pay the interest and redemption charges on any "indebtedness" approved by the voters prior to July 1, 1978. State courts have held that pension obligations in existence before that date are an Indebtedness, "and that a city may levy an additional property tax to fund those obligations. Such a tax is commonly referred to as a "property tax override."; and

WHEREAS, in implementing the provisions of Proposition 13, the State Legislature has enacted Revenue & Taxation code section 96.31, subsection (b) which limits the maximum property tax that a city may levy to fund pension obligations at the rate that the City levied such a tax in either fiscal year 1982-1983 or 1983-84, whichever is higher. The additional property tax rate levied for the City's public employee pension obligations in both the 1982-83 and 1983-84 fiscal years was 0.6162181 per $100 of assessed value.

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

Section 1. The money necessary to be raised exceeds that amount to be collected by taxation upon the taxable properties in the City of Maywood to pay the cost of the Public Employees Retirement System expenses for the fiscal year beginning July 1, 2022 and numerous years prior.

Section 2. The current tax rate for support of the cost of the California Public Employees Retirement System is hereby fixed at $0.100000 per $100 assessed valuation.

Section 3. Resolution No. 6189, which was passed, approved and adopted by Maywood City Council on July 14, 2021, is hereby repealed.

Section 4. Severability Clause. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutional, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be published in a newspaper of general circulation as required by law.

PASSED, APPROVED AND ADOPTED THIS 10th day of August, 2022.

_____
Heber Marquez, Mayor

ATTEST:

_____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

_____
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. 6262 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 10th day of August, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Andrea Aguilar, City Clerk

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 4.

DATE: August 10, 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 July 13, 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 a law AB 361 (Chapter 165, Statutes of 2021), enabling local public agencies to continue to use teleconferencing without complying with certain Brown Act provisions

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.

Los Angeles County has been in a summer surge with regard to COVID-19 cases. In mid-July, daily cases reached a high of 8,359, which was the highest since January. While cases and hospitalization admission rates have dropped, it was announced on August 4, 2022 that Los Angeles County will remain in the federal government's "high" virus category for another week. As of August 4th, 4,930 new cases were reported, down from 5,900 the previous week. Average daily hospitalizations numbers have also plateaued and as of Thursday, a total of 1,254 COVID positive patients were in County hospitals, down from 1,273 the previous day.

Accordingly, transmission still remains high, with increased risk for the elderly, the unvaccinated, people with serious

health conditions, and workers in close contact with others. The State of California and the County of Los Angeles have asked residents to continue the recommended 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: August 10, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF AWARDING A PROFESSIONAL SERVICES AGREEMENT TO KAMPGROUNDS OF AMERICA (KOA) CORPORATION TO PREPARE THE CITY OF MAYWOOD'S ACTIVE TRANSPORTATION PLAN IN THE AMOUNT NOT TO EXCEED $223,998.15; FUNDED BY THE CALIFORNIA TRANSPORTATION COMMITTEE 2021 ACTIVE TRANSPORTATION PROGRAM, CYCLE 5.

RECOMMENDATION:

It is recommended that the City Council: (i) Award a professional services agreement to Kampgrounds of America (KOA) to prepare the Maywood Active Transportation Plan in the amount not to exceed $223,998.15 and approve the agreement in the form approved by the City Attorney and City Manager, and (ii) Authorize the Mayor to execute the Agreement in the form approved by the City Attorney and City Manager; and approve the delegation of authority to the City Manager to execute any amendment to the Agreement deemed necessary up to the grant amount.

BACKGROUND:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SRTS), into a single program with a focus on making California a national leader in active transportation. The ATP is administered by the Division of Local Assistance, Office of State Programs.

An ATP is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

In March (and amended in April) 2020, the California Transportation Commission (CTC) approved the "Cycle 5" Active Transportation Program Guidelines. The City applied for and was awarded the funding in March

2021; to develop an Active Transportation Plan (ATP) that provides a clear and comprehensive framework for safer, more convenient non-motorized transportation options throughout the City. The plan is to identify and create a methodology to improve bicycle and pedestrian connectivity and safety by expanding existing bicycle networks; improving pedestrian circulation; reducing vehicle trips; creating complete streets; prioritizing access to transit; creating a first and last mile transit routes plan; prioritize improvements, all towards building a healthy and livable community.

Additionally, the plan is to improve the connectivity of the city's bicycle network to the region's network. The development of the ATP will be in compliance with the adopted Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG). The objective of the ATP is to help:

1) Increase active transportation network connectivity throughout the City of Maywood
2) Facilitate mobility throughout the City
3) Provide safer, more comfortable walking and bicycling facilities to access work, schools, and recreation opportunities
4) Promote physical activity to improve health
5) Reduce emissions of greenhouse gases related to transportation

On November 8, 2021, the City requested fund allocation for the project and submitted the request to the State. On February 23, 2022, the fund allocation request in the amount of $263,000 was approved by the State, and the City was authorized to proceed with the project.

DISCUSSION:

On May 25, 2022, Staff issued a Request for Proposals (RFPs) to prepare the ATP. On June 22, 2022, the City received five proposals from Crossroad Lab, IBI Group, KOA Corporation (KOA), KTU & A Planning and Landscape Architecture, and TJKM Consultants (Richard Tammen, Arnold Johnson, Chris Kinzel, and Robert Mimiaga). The proposals received were reviewed in conformance with RFP requirements, including completeness of the proposals and compliance with the required RFP format; project understanding, scope, and approach to developing the project efficiently; experience and qualifications of key staff, and similar project experience, including familiarity with state and federal procedures; effectiveness of project schedule showing how the proposer will be able to complete the requested services within the required time duration.

Interviews were held with the top two ranked consultants: KOA and KTU & A Planning and Landscape Architecture. The staff determined that KOA better understood the scope and submitted the most qualified proposal for the requested services.

KOA has requested revisions of the indemnification provisions which are included in their proposal and attached to this staff report. In summary, they are requesting to remove the duty to defend the City, but they would continue to indemnify and hold the City harmless. This would still provide adequate coverage for the City as the agreement is for an active transportation plan and not construction. The other revisions tighten up the scope of the indemnity.

It is recommended that the City Council award a professional services agreement to KOA to prepare an Active Transportation Plan (Bike and Pedestrian Master Plan) in the negotiated amount of $223,998.15 and authorize the City Manager to execute any amendment deemed necessary up to the grant amount if needed.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The estimated project cost including KOA contract, contingencies, and project management by the City's contract engineers is estimated at $263,000, which will be funded from the State's 2021 Active Transportation Program, Cycle 5 grant allocation in the amount of $263,000 (based on reimbursement); budgeted in the Capital Improvement Program (CIP) Project # 6114 - Active Transportation Program FY 2022/2023. The

KOA professional services agreement will be in the amount of $223,998.15.

F.Y. 22-23 Impact: $263,000	**Current F.Y. Budget: $263,000**
Fund Impacted: 261 - Grants	**Budget adjustment requested: Not Applicable**
Source of funds: California Department of Transportation (CalTrans) reimbursements	**Updated Account Budget: Not Applicable**
Account Number: To Be Determined	**For Fiscal Year: 2022/2023**

ATTACHMENT(S)

1. Active Transportation Plan - KOA Corporation Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated August 10, 2022 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and KOA Corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform Professional Services for Planning & Engineering Services for the Preparation of the Maywood Active Transportation Plan.

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

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

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

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

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through August 10, 2023, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, Two-Hundred and Twenty-Three Thousand Nine Hundred and Ninety-Eight and Fifteen Cents ($223,998.15), as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than $223,998.15, which includes expenses and services included in the Consultant Proposal (**Exhibit A**) during the term of this Agreement ("Maximum Compensation").

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

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

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

4. Method of Payment.

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

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

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

5. Independent Contractor.

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

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

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

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

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

6. PERS Compliance and Indemnification

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

B. Indemnification. Consultant shall indemnify and hold harmless City, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from (i) any and all liability, damages, claims, costs and expenses the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to indemnify and hold harmless as set forth in any other provision of this Agreement.

7. Information and Documents.

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

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

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

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

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

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

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

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

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

Other Indemnities.

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

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

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

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Mutual Cooperation.

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

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

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

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

13. Termination of Agreement.

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

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

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

15. Default.

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

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

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

If to City:	If to Consultant:
Attn: City Manager	Att: Carlos Velasquez, AICP
City of Maywood	KOA Corporation
4319 East Slauson Avenue	1100 Corporate Center Drive, Suite 201
Maywood, California 90270	Monterey Park, CA 91754

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*SIGNATURE PAGE FOLLOWS*]

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

City:

City of Maywood,
a California municipal corporation

By: _____
Heber Marquez
Mayor of the City of Maywood

Consultant:

KOA Corporation

Min Zhou

By: _____
Name: Min Zhou Title:
8/2/2022

ATTEST:

By: _____
Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

PROPOSAL

PREPARE MAYWOOD ACTIVE TRANSPORTATION PLAN

CITY OF MAYWOOD

JUNE 22, 2022

1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
T: (323) 260-4703 | F: (323) 260-4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY

Great Place To Work. Certified NOV 2021-NOV 2022 USA

SECTION 1 | COVER LETTER

DATE
June 22, 2022

TO
Mr. Okan Demirci
Project Manager
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

FROM AUTHORIZED PRINCIPAL
Ms. Min Zhou, CE
CEO/President
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703
mzhou@koacorp.com

DESIGNATED REPRESENTATIVE
Mr. Carlos Velásquez, AICP
Project Manager
T (323) 260-4703
cvelasquez@koacorp.com

RFP
Prepare Maywood Active Transportation Plan

Dear Mr. Demirci:

KOA intends to perform the services requested in the RFP or as otherwise contracted with the City of Maywood. We have reviewed and understand all elements of the RFP. KOA understands the project's objective is to develop a plan that will improve citywide non-motorized safety, improve connectivity and access to local destinations, and lay the groundwork for prioritized projects to construct. This project presents the City with an opportunity to further its mobility goals by identifying infrastructure deficiencies and developing a plan that reflects the community's vision.

KOA is excited to present a project approach that graciously blends creative mobility strategies with practical solutions that will address the project's mobility goals and challenges. In our proposal, you will learn:

- The capabilities that our project team will bring to this project led by myself, our Project Manager, and our planning and engineering team members;
- That KOA has successfully worked with a number of clients towards the successful completion and implementation of similar active transportation projects;
- That the KOA team has the resources to provide complete project services from planning, through conceptual design, including engineering design, community outreach, and consensus building; and
- That the KOA team is immediately available to initiate work on this assignment.

I trust that upon review of our scope of services and qualifications you will find that the KOA team is the best qualified to assist the City with the preparation and development of this Plan. Should you deem our firm meritorious of providing you with professional services, we look forward to sharing ideas on meeting your project needs in more detail.

As you will see in our proposal, assisting me will be a number of bilingual senior planners and engineers from within KOA, all of whom bring years of active transportation project planning and engineering experience. Their hands-on experience means that the City is getting a team of experts that can complete this assignment from planning, to consensus building, to engineering, and construction.

Thank you for this opportunity to offer our services. As a firm principal, I am authorized to make representations for the firm. I will serve as the Principal-in-Charge and the Quality Assurance/Quality Control task leader for this project. Mr. Carlos Velásquez, AICP, LCI, will serve as the Project Manager. Carlos recently completed several award-winning active transportation projects with cities in largely disadvantaged, Spanish-speaking communities like Maywood.

Having grown up in nearby South Gate and spending extensive time in Maywood, Carlos brings the right combination of project experience and personal familiarity with the City's traffic and mobility issues that will provide the City with an engaged Project Manager who will ensure project delivery. He can be reached at (323) 260-4703 or via email at: cvelasquez@koacorp.com.

REQUESTED REVISIONS TO THE PROFESSIONAL SERVICES AGREEMENT SAMPLE

KOA acknowledges receipt of the "Professional Services Agreement" template. Our surety has reviewed the Indemnification language and respectfully proposes the following revisions for more suitable conformance to industry standards and state regulations. Please note that only the affected paragraphs are copied below. Items in red strike-through text are requested deletions from the contract language. Items in blue, underlined text are requested additions to the contract language.

15. PERS COMPLIANCE AND INDEMNIFICATION

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

18. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses ~~of any nature whatsoever~~, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of reasonable attorney's fees and costs of defense (collectively "Liabilities"), ~~whether actual, alleged or threatened,~~ which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

Other Indemnities.

i. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, ~~defend,~~ hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses ~~of any nature whatsoever~~, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, ~~whether actual, alleged or threatened,~~ which arise out of, are claimed to

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

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

KOA is proud to be Certified™ by Great Place to Work®! The prestigious award is based entirely on what current employees say about their experience working at KOA. Great Place to Work® is the global authority on workplace culture, employee experience, and the leadership behaviors proven to deliver market-leading revenue, employee retention and increased innovation. Every year, more than 10,000 companies across 60 countries apply to get Great Place to Work-Certified.

This proposal is valid for a minimum of 90 days following its submission. KOA acknowledges our receipt of Addendum No. 1, dated June 16, 2022.

Thank you for this opportunity to offer our services. I am the person authorized to sign required documents on behalf of KOA Corporation to enter a contract with the City of Maywood. I can be reached at (323) 260-4703 or via email at mzhou@koacorp.com. Please contact me if you wish to discuss this proposal further or if you have questions regarding this submittal.

Sincerely,
KOA Corporation

Min Zhou, CE
President/CEO

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SECTION 3 | EXPERIENCE AND QUALIFICATIONS

RESPONDENT INFORMATION

Founded in 1987, KOA is a leading provider in civil engineering, traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With six offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

GENERAL OPERATIONAL STRUCTURE

KOA is a California Sub-Chapter S Corporation, incorporated in the State of CA on September 4th, 1987. We have been dba KOA Corporation since 2007. The organizational structure of the firm is a vertical hierarchy, with the President/CEO, Min Zhou, PE, having full responsibility of the firm management and reporting to the Board of Directors. Under the President/CEO, there are six offices - five offices are overseen by a Managing Director and one office is a satellite office. The President/CEO, CFO, five Managing Directors, two Corporation Directors, and two Discipline Leaders form the KOA management team. The management team confers weekly on mutual administrative and technical issues, and meet face-to-face on a monthly basis to review performance results and discuss operations. It is a seamless management structure where every office is accountable for their technical performance, client service and fiscal responsibilities. All of our offices work closely together by sharing KOA's pool of professionals, staff and resources to ensure our clients receive the best professional services from KOA.

RESOURCES TO PROVIDE SERVICES

KOA has the appropriate resources available to provide all the services outlined in this RFP and as laid out in the proposed KOA scope. For over 35 years, KOA has excelled in providing active transportation planning and engineering services. The team proposed as part of this proposal is experienced and capable in preparing active transportation plans and any associated supporting analyses and tasks.

- Financial
  KOA is in sound financial standing and has no outstanding financial obligations that would strain our ability to deliver on the set of services as requested and proposed here.
- Equipment
  KOA has all the necessary equipment to deliver the services outlined in the RFP. The firm owns its own hardware, has licenses to ESRI's ArcGIS package, Adobe Creative Suite, AutoCAD, and the Synchro traffic modeling software. Furthermore, the firm has licenses to Microsoft Office and all associated extensions to deliver on this RFP.

FIRM SIZE & OFFICES

107 Employees
6 Offices

OFFICE LOCATIONS
Monterey Park
Orange
Ontario
San Diego
La Quinta
Culver City

PROJECT OFFICE LOCATION

1100 Corporate Center Drive,
Suite 201
Monterey Park, CA 91754
Tel: (323) 260-4703

TYPES OF SERVICES

Active Transportation
Transportation Planning
Civil Engineering
Traffic Engineering
Highway & Transportation Design
Program Management
Construction Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

California S Corporation

POINT OF CONTACT

Carlos Velasquez, AICP
Project Manager
T (323) 260-4703
cvelasquez@koacorp.com

- Labor
  With over 100 planners and engineers located within a 50 mile radius from the City of Maywood, KOA is perfectly capable and available to deliver on these services. Furthermore, over 10 planners and 20 engineers are located within five (5) miles from Maywood City Hall, which means we are nearby and available to meet the City's needs.
- Capacity
  The team proposed as part of this project has the availability and capacity to deliver on this project. Furthermore, KOA's proposed project manager will be available to meet the needs of this RFP and the scope proposed within our proposal.

All conditions are current as of this writing and will certainly be available on the first day at the start of this work.

KOA'S ROLE AND EXPERIENCE

ACTIVE TRANSPORTATION

At KOA, we believe that active transportation planning and engineering design can play a tremendous role in creating safer, healthier, and more equitable communities. Through our efforts in planning and designing, we have developed a diverse portfolio of active transportation projects over the years, many of which have since been constructed. We have witnessed first-hand the transformative nature of active transportation projects on communities across Southern California.

KOA offers a unique approach that balances the need for a planning vision with the expertise of our engineering judgment. KOA planners and engineers work closely to identify and develop projects that not only meet our clients' needs and expectations, but are also innovative and feasible for construction. Our goal is to provide our clients with our knowledge and expertise, in order for communities to partake in more active transportation activities to improve their quality of life.

KOA is a recognized leader in active transportation planning, design, and implementation. The highlight of our legacy in active transportation lies in the planning and implementation of the very first and second cycle tracks in Southern California, as well as their first bike boulevard.

SUBCONSULTANT

SUBCONSULTANT - ESTOLANO ADVISORS FIRM PROFILE

Estolano Advisors (EA) helps clients build better communities by deploying strategic visioning that is guided by principle and tempered by pragmatism. They provide fresh solutions to complex problems with their expertise in housing, workforce and economic development, sustainability, transportation, and community engagement. Their clients include public agencies, foundations, business associations, and other stakeholders that are looking to improve their communities. Estolano Advisors is led by recognized thought leaders supported by a team of diverse technical experts. Cecilia V. Estolano, Richard France, Cynthia Guzman, Tulsi Patel, and Winnie Fong comprise the leadership team.

Estolano Advisors' team has built meaningful professional relationships in the areas of land use and environmental law and policy, real estate development and financing, transportation, planning, affordable housing, and economic and workforce development. Their staff of diverse technical experts focus on research and development in varied fields of expertise. Their firm brings new ideas and concepts to the table while being mindful of time-tested best practices. They work with clients to assess their needs and craft forward-thinking and customized strategies to address their unique challenges.

TYPES OF SERVICES

Community Planning
Economic Development Strategic Plans
Financing Strategies
Implementation & Action Plans
Meeting Facilitation
Multi-Stakeholder Process Management
Nonprofit & Joint Powers Authority Management Services
Philanthropic Advising
Policy Education & Training
Policy Research & Analysis
Real Estate Advisory Services
Technical Assistance & Grant Writing

YEAR FOUNDED

2011

DIVERSITY

DBE | SBE | SMBE

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICE

Los Angeles

MAIN CONTACT

Richard France
Principal
(970) 217-8788
richard@estolanoadvisors.com

Estolano ADVISORS

EXPERIENCE & REFERENCES

LOS ANGELES DEPARTMENT OF TRANSPORTATION

Margot Ocañas, Project Manager
(213) 928-9707, margot.ocanas@lacity.org

SERVICES PERFORMED:
LADOT Safe Routes to School Plans for the Top 50 Schools with Most Need, LADOT Little Street Demonstration, LADOT Leo Politi Demonstration, and more

CITY OF BELL GARDENS

Grissel Chavez, Public Works Director
(562) 806-7770, gchavez@bellgardens.org

SERVICES PERFORMED:
Bell Gardens Citywide Complete Streets Plan, Circulation Element Update

CITY OF SANTA CLARITA

Ian Pari, Senior Traffic Engineer
(661) 284-1402, ipari@santa-clarita.com

SERVICES PERFORMED:
City of Santa Clarita Safe Routes to School Plan

CITY OF COMMERCE

Daniel Hernandez, Director of Public Works
(323) 722-4805, Ext. 2337, dhernandez@ci.commerce.ca.us

SERVICES PERFORMED:
City of Commerce Bicycle and Pedestrian Plan

CLIENT NAME
City of Bell Gardens

CONTACT
(Ms.) Chau Vu (now with City of Huntington Beach)
Deputy Dir of Public Works
(714) 374-5345
chau.vu@surfcity-hb.org

YEAR
02/2018 - 04/2020

CITY OF BELL GARDENS CITYWIDE COMPLETE STREETS

BELL GARDENS, CA

KOA

KOA recently finalized work on the City's award-winning Citywide Complete Streets Plan. For this project, KOA worked closely with City staff to develop a tailored community outreach plan that was inclusive of all the city's residents. Using input acquired from the public outreach events and collected by staff, KOA developed a complete streets plan for the major street typologies in the City. This included recommendations for addressing traffic safety, vehicle/pedestrian conflicts, and recommendations to accommodate all modes of transportation. Furthermore, KOA also recommended and designed a Low Stress Network for local/residential streets. The network includes traffic calming elements to improve safety and encourage more bicycle and pedestrian usage of these streets. A unique feature within this Plan is KOA's nuanced approach to setting it up for implementation. KOA did this by 'packaging' each street and its recommended treatments as an individual project. KOA then prepared cost estimates for each mini-project and ranked them based on a set of tailored criteria. Thanks to KOA's efforts, the City was awarded $7-million in construction funds through ATP Cycle 5. The project was the recipient of the American Planning Association - Los Angeles Chapter's Transportation Planning Award of Merit.

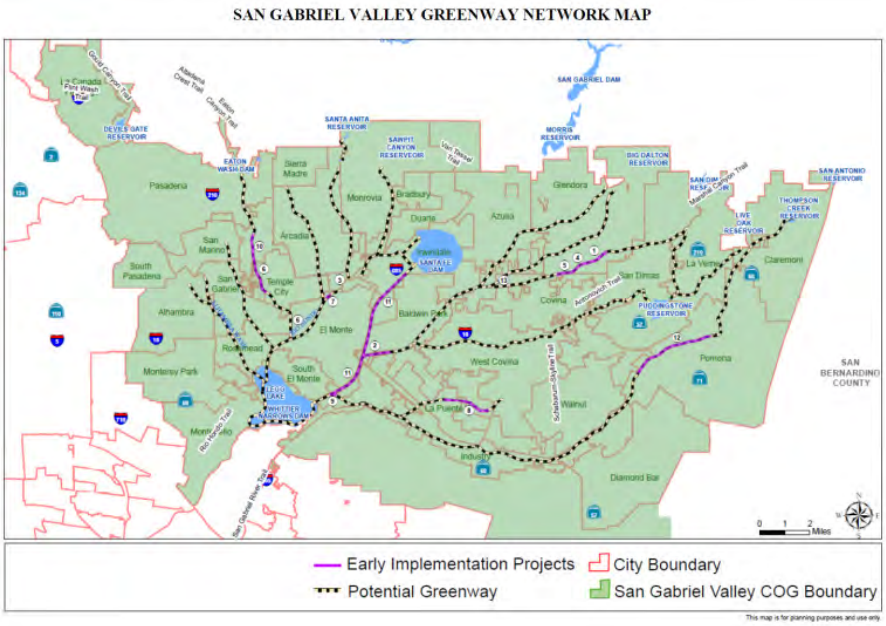
CLIENT NAME
City of Commerce

CONTACT
Daniel Hernandez
Director of Public Works
(323) 722-4805
dhernandez@ci.commerce.ca.us

YEAR
02/2018 - 10/2020

CITY OF COMMERCE BICYCLE AND PEDESTRIAN MASTER PLAN
COMMERCE, CA
KOA

KOA prepared the City's first bicycle and pedestrian master plan. KOA was responsible for public outreach, data collection/analysis, network development, project prioritization, cost estimates, and final plan production. As a part of the process, KOA crafted an engagement action plan for the City's residents, the local industrial council, and major goods movement stakeholders. A key aspect of the plan was connecting the City's disparate neighborhoods to each other and to destinations outside of the city. KOA did this by balancing the city's active transportation needs with its goods movement infrastructure, traffic, and business needs. KOA prepared comprehensive cost estimates that considered design and construction-level costs, environmental approvals, and contingencies. Based on the Plan's recommendations, the City was awarded a Sustainable Transportation Equity (STEP) grant in 2020 to implement bicycle infrastructure.



CLIENT NAME
Brown and Caldwell (Prime Consultant)

CONTACT
Lisa Skutecki
Southern California Water Resources Leader, Managing Engineer
(858) 571-6739
LSkutecki@brwncald.com

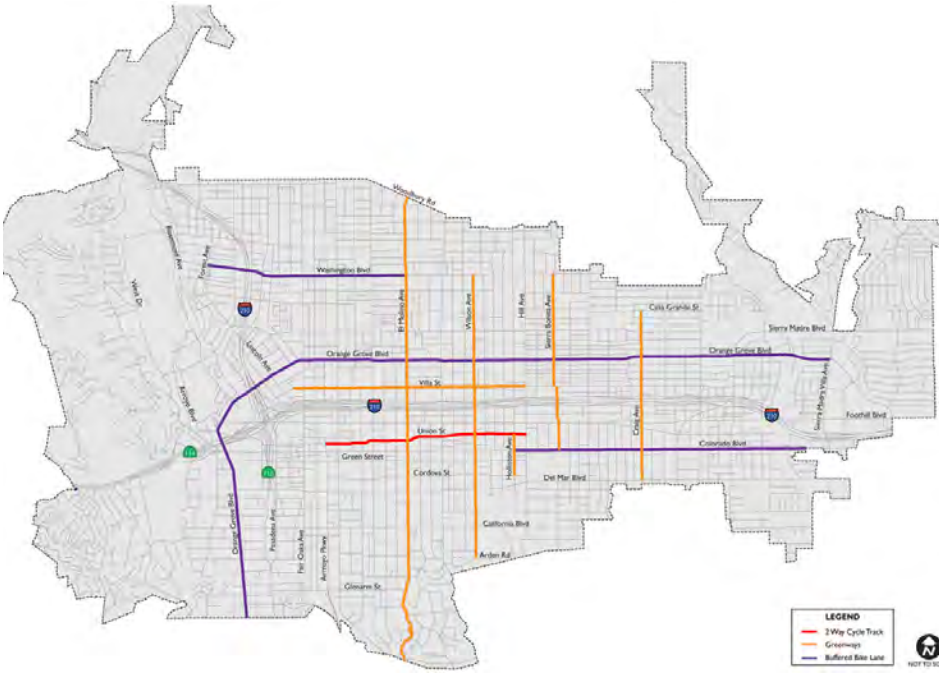
YEAR
09/2020 - Ongoing

LOS ANGELES COUNTY PUBLIC WORKS SAN GABRIEL VALLEY GREENWAY NETWORK STRATEGIC IMPLEMENTATION PLAN

LOS ANGELES COUNTY, CA

KOA

The San Gabriel Valley Greenway Network Strategic Implementation Plan (Plan) is a multi-objective effort to transform existing Los Angeles County Flood Control District right of way (ROW) in the San Gabriel Valley into a world-class Greenway Network. This includes identifying ways to upgrade and enhance the District's existing flood control facilities. KOA is currently evaluating existing transportation conditions, conducting public outreach, and developing the Greenway network plan. KOA is also preparing conceptual design drawings for Los Angeles County Public Works review, which serves as the basis for construction.



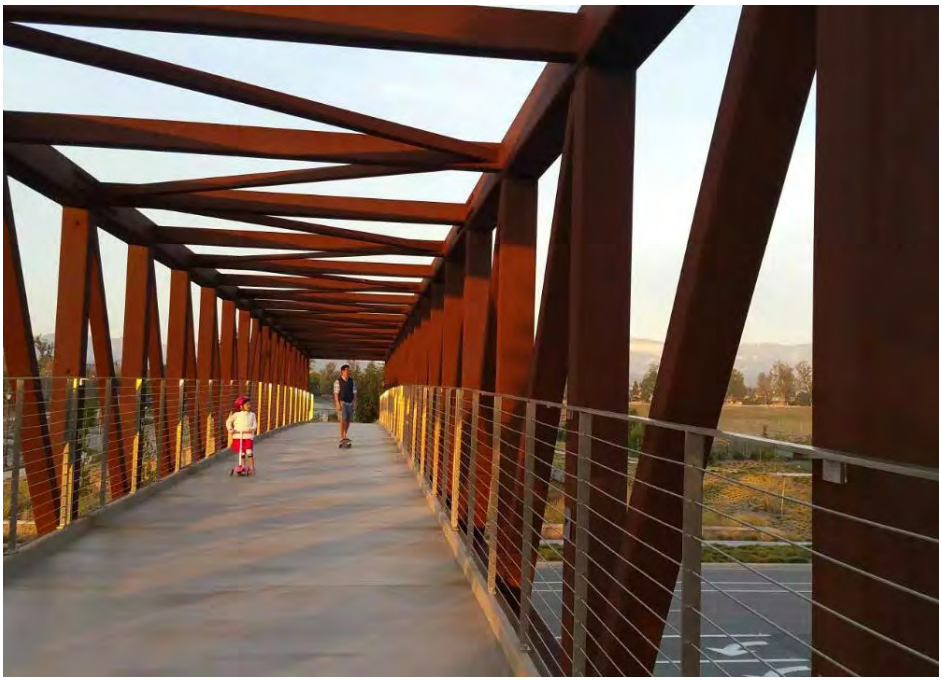
CLIENT NAME
City of Pasadena

CONTACT
Richard Dilluvio
Senior Transportation Planner
(626) 744-7254
rdilluvio@cityofpasadena.net

YEAR
12/2014 - 12/2016

CITY OF PASADENA BIKEWAY TRANSPORTATION ACTION PLAN
PASADENA, CA
KOA

This citywide bikeway plan laid out a comprehensive network for the installation of buffered lanes, cycle tracks, and bike boulevards along 10 corridors. This plan provided goals, objectives, actions, and timelines for creating an environment: - For people to travel without a car, - To increase the number of all bike trips - Creates and economic and social benefits for businesses and the City. The plan created a network of bikeways so that every neighborhood would be within a ¼ mile of an effective bike route. The plan also outlines strategies designed to increase bicyclist safety by educating both bicyclists and motorists on safe travel practices. Funding strategies for program development have been identified. The action plan is based on the quantitative feasibility study conducted by KOA.



CLIENT NAME
City of Irvine

CONTACT
Melissa Dugan
Supervising Transportation Analyst
(949) 724-7384
mdugan@cityofirvine.org

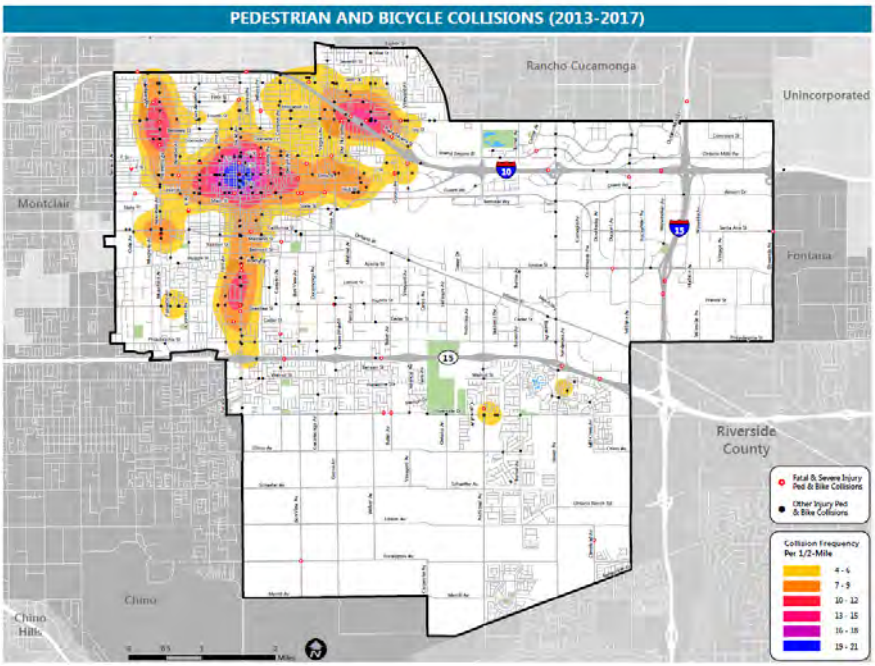
YEAR
04/2018 - 08/2021

CITY OF IRVINE STRATEGIC ACTIVE TRANSPORTATION MASTER PLAN
IRVINE, CA
KOA

The Irvine Strategic Active Transportation Plan synthesized past planning efforts, resulting in additional recommendations and implementation strategies into a single guiding plan document. The development of the Master Plan emphasized seven components to accomplish Irvine's Active Transportation goals, as follows:

- Technological assessment and implementation plan
- Level of Traffic Stress (LTS) was employed to analyze the bicycle network
- Community engagement events including a bike audit tour
- Design Guidelines
- Bicycle and pedestrian mode share analysis
- Pedestrian and bicycle project identification and prioritization
- Community engagement/outreach

Click https://koacorp-my.sharepoint.com/:b:/p/mzhou/ETkEJisra9RBoeZtIVCzx1gB3OjN4GZ4hDQG6YZmhFtYAA?e=SLLz0n to review the full report.



CLIENT NAME
Southern California Association of Governments (SCAG)

CONTACT
Courtney Aguirre
Senior Regional Planner
(213) 236-1804
aguirre@scag.ca.gov

YEAR
01/2019 - 06/2021

AWARD
APA Inland Empire Section
2022 Merit Award in Transportation Planning

CITY OF ONTARIO ACTIVE TRANSPORTATION MASTER PLAN
ONTARIO, CA
KOA

KOA developed the Ontario Active Transportation Master Plan (OATMP), thereby providing an opportunity for the City to be more walkable, bikeable, healthier, and safer. The project had the following seven key elements.

- Community engagement including a Tactical Urbanism Demonstration
- Research and information gathering
- School walk and bike audits (31)
- Analyses of existing conditions, including Pedestrian Level of Comfort, Bicycle Level of Traffic Stress, Demand for Walking, Biking, and Transit, and Pedestrian and Bicycle Activities in 10 Studied Zones
- Development of the Ontario Active Transportation Network
- Recommendations for active transportation improvements
- Implementation strategies One unique aspect of the project was the focus on merging advanced technology with traditional methods

KOA worked closely with the City to use newly-available datasets (Streetlight Data), data analytics tools, and data visualization software for the Existing Conditions Analyses and Public Outreach tasks. The effort resulted in providing new perspectives toward understanding the Ontario community's needs.

SCAG MORONGO BASIN ACTIVE TRANSPORTATION PLAN

SAN BERNARDINO COUNTY, CA

KOA

KOA prepared the Morongo Basin Active Transportation Plan (ATP), which would serve as a sub-regional ATP under the overall regional San Bernardino County ATP. The communities included in the plan consisted of the City of Twentynine Palms, Town of Yucca Valley, and eight unincorporated communities. The project featured a robust stakeholder and public engagement process that included walk audits at 9 schools, outreach at community events, a tactical urbanism demonstration, and a public arts-related outreach component. The public arts effort resulted in two local artist projects: an SRTS/active transportation safety zine and community-inspired temporary wayfinding signage. The project team developed a regional active transportation network of 46 corridors that connected all neighboring communities and detailed improvements for local focus areas within every Morongo Basin community. Segmentation of the overall network into corridors allowed for strategic organization of represented engineer recommendations for prioritization, funding, and project implementation plans.

CLIENT NAME

San Bernardino County Public Works Department

CONTACT

Stephen Martinez
Principal Civil Engineer
(909) 387-8169
smartinez@dpw.sbcounty.gov

YEAR

08/2017 - 10/2019

CLIENT NAME
Los Angeles Department of Transportation (LADOT)

CONTACT
Margot Ocañas
Project Manager
(213) 928-9707
margot.ocanas@lacity.org

YEAR
02/2017 - 06/2022

LADOT SAFE ROUTES TO SCHOOL PLANS FOR THE TOP 50 SCHOOLS WITH MOST NEED

LOS ANGELES, CA

KOA

KOA conducted community engagement and developed specific bicycle and pedestrian countermeasures to improve safety around 41 of the Top 50 schools with the most collisions within the Los Angeles Unified School District (LAUSD). KOA worked with LADOT, StreetsLA, LAUSD, and school staff to coordinate walking safety assessment events with parents and students to identify safety problems and assess solutions to improve conditions. The public engagement process has been recognized in the industry at conferences such as National Association City Transportation Officials (NACTO) and the American Planning Association (APA). The input received was used to develop engineering improvements, plans, and cost estimates for 41 schools – in accordance with all MUTCD and LADOT standards and guidelines. KOA planned, coordinated, and implemented three multi-day pop-up demonstrations showcasing the recommended treatments. KOA also assisted the City in developing grant applications for the ATP Cycle 4 funding round in 2018, and ATP Cycle 5 in 2020, which resulted in the City resulting in approximately $50 million in construction funding. Various elements of the project have won awards of excellence by the American Society of Civil Engineers (ASCE) Metropolitan Los Angeles Branch Chapter Award in 2019 and again in 2020.
Video Link: https://youtu.be/uzp7HXXem48

CLIENT NAME
City of South Gate

CONTACT
Steve LeFever
Community Development Director (ret.)
(323) 288-9217
steve@stevelefevervo.com

YEAR
03/2012 – 10/2012

SCAG/CITY OF SOUTH GATE RAIL STATION STUDY
SOUTH GATE, CA
Subconsultant - Estolano Advisors

Estolano Advisors, together with the prime consultant Community Design + Architecture, through a grant funded by SCAG, worked with officials from the City of South Gate and key stakeholders to conduct initial engagement, outreach, and coordination of a half-day Community Visioning Workshop around the proposed West Santa Ana Branch station in South Gate. EA's efforts involved community outreach tasks that included (1) development of public participation plans, (2) meeting facilitation, (3) developing collateral materials, and (4) identifying, tracking, and managing community issues. The plan including identifying pedestrian improvements, providing input on wayfinding, and highlight opportunities for active transportation improvements.

SCAG TACTICAL URBANISM

SOUTHERN CALIFORNIA REGION, CA

Subconsultant - Estolano Advisors

Estolano Advisors led the project team to implement the tactical urbanism component of SCAG's Go Human Regional Active Transportation Safety and Encouragement Campaign. The project included the demonstration of open streets events as well as complete streets, first-last mile, and safe routes to school demonstration projects in six jurisdictions throughout the SCAG region. As part of this process, EA coordinated Community Advisory Committees (CACs) for each event. Their firm worked with the team to guide CACs through the process of event implementation and familiarized a variety of stakeholders with concepts related to tactical urbanism. They worked with communities to showcase precedents of successful events; used a collaborative process to address liability, logistical, and safety concerns; and tested new techniques to create temporary pedestrian and bicycle facilities, enhance active transportation education, and raise awareness around safety issues. This approach included identifying how each jurisdiction would like to elicit feedback from stakeholders; coordinating CAC meetings to allow the city to reach key stakeholders identified by city staff; and developing an implementation strategy that allows local governments to reach constituents before, during, and after events have taken place.

CLIENT NAME

Southern California Association of Governments (SCAG)

CONTACT

Julia Lippe-Klein
Associate Regional Planner
(213) 236-1856
lippe-klein@scag.ca.gov

YEAR

09/2015 – 09/2016

CLIENT NAME
Southern California Association of Governments (SCAG)

CONTACT
Sarah Dominguez
Associate Regional Planner
(213) 236-1918
dominguezs@scag.ca.gov

YEAR
08/2018 – 09/2020

SCAG REGIONAL TRANSPORTATION PLAN/ SUSTAINABLE COMMUNITIES STRATEGY SCENARIO DEVELOPMENT OUTREACH SERVICES

LOS ANGELES, CA

Subconsultant - Estolano Advisors

Estolano Advisors led the consultant team to inform scenarios for Connect SoCal, the 2020 Regional Transportation Plan/Sustainable Communities Strategy. The scenarios described how Southern California would accommodate growth while helping the region achieve state climate goals. They worked with SCAG staff, local jurisdictions, and community-based organizations to gather feedback, identify key priorities, and surface promising interventions to inform the plan. Estolano Advisors facilitated partnerships between SCAG and community-based groups. This was aimed at enhancing outreach and promoting engagement from historically underrepresented groups. They trained SCAG staff to better support their outreach efforts. Estolano Advisors developed an online tool to explain Connect SoCal concepts, further expanding engagement opportunities and enhancing data collection. In the Spring of 2020, the team led a series of focus groups to address issues presented by COVID-19, the economic downturn, and anti-racist policymaking. The recommendations from community-based organizations were incorporated in the adopted Connect SoCal document. SCAG incorporated the community partnership model piloted in this program in subsequent engagement processes.

RESUMES

CARLOS VELÁSQUEZ, AICP, LCP

PROJECT MANAGER | SENIOR PLANNER

KOA

Carlos Velásquez brings over 15 years of experience working and leading numerous mobility projects throughout the southern California. He has worked on circulation elements, way-finding inventory and signage plans, bicycle and pedestrian plans, safe routes to school countermeasure design and implementation projects, non-motorized facility design, and active transportation grant application development. In the last seven years at KOA, Carlos has managed projects totaling over $5-million in contract value, including numerous subconsultants. He led a multi-year, million-dollar safe routes to school project with LADOT, which required extensive bilingual engagement, bikeway and pedestrian facility concept design and feasibility analysis, and grant application preparation; these efforts led to funding and implementation.

In the last six years, Carlos has managed three projects that have had several proposed treatments go into implementation. For example, in the City of Burbank, he managed a Safe Routes to School Project that resulted in the construction of curb extensions at two school sites - the treatments were completed within 18 months of KOA starting the project. Other rapid-implementation projects include the aforementioned SRTS project for LADOT and another SRTS project in the City of Downey.

Carlos understands what it takes to implement mobility projects and will bring that same level of expertise to the City of Maywood.

RELEVANT EXPERIENCE

- LADOT Safe Routes to School Plans for the Top 50 Schools with Most Need
- City of Commerce Bicycle and Pedestrian Plan
- City of Bell Gardens Citywide Complete Streets Plan
- City of Irvine Strategic Active Transportation Plan
- City of Ontario Active Transportation Master Plan
- City of San Fernando Downtown Parking Study
- City of Burbank Safe Routes to School and PS&E
- City of Culver City Rancho Higuera NTMP
- Metro East San Fernando Valley Transit Corridor Project
- City of Downey Safe Routes to School Plan and PS&E
- City of Santa Clarita Safe Routes to School Master Plan
- City of San Marino Huntington Drive Safe Streets Corridor Plan
- Metro Los Angeles River Bikeway Feasibility Study
- City of Thousand Oaks Local Roadway Safety Plan

EDUCATION

MA, City and Regional Planning, University of California, Berkeley

BA, Geography/Environmental Studies and History, University of California, Los Angeles

REGISTRATIONS/ CERTIFICATIONS

American Institute of Certified Planners (AICP), #026845

League of American Bicyclists League Cycling Instructor, #4369

This certificate hereby qualifies

Carlos Velasquez, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 026845

Paul Farmer, FAICP
Chief Executive Officer

Lee Brown, FAICP
President

APA AICP
The American Planning Association's Professional Institute
American Institute of Certified Planners
Making Great Communities Happen

4369

THE LEAGUE OF AMERICAN BICYCLISTS

hereby makes it known that

Carlos Velasquez

having demonstrated proficiency in bicycling and facilitation through practical and written examination has earned the designation of

LEAGUE CYCLING INSTRUCTOR

to teach the League of American Bicyclists' bike education program so that they may help others enjoy bicycling in the confidence borne of safety and knowledge.

Program Director

3/23/2014
Date

MIN ZHOU, CE

PRINCIPAL-IN-CHARGE/QA-QC MANAGER | PRINCIPAL

KOA

Min Zhou has 30 years of transportation engineering and planning experience with both private consultant companies and public agencies. She is knowledgeable in roadway design, traffic design, transportation modeling and studies, non-motorized transportation, database management, and statistical analysis. Min has managed several large-scale projects involving multiple stake holder groups and has a reputation of delivering projects on-time and under budget.

RELEVANT EXPERIENCE

- San Gabriel Valley Greenway Network Strategic Implementation Plan
- Pasadena Bikeway Transportation Action Plan
- Pasadena Avenue 64 Complete Streets Project Conceptual Designs
- Pasadena North Lake Avenue Traffic and Pedestrian Safety Enhancement Plan
- Pasadena Mountain Street Complete Streets Project
- Ontario Active Transportation Master Plan
- Commerce Bicycle and Pedestrian Master Plan
- Bell Gardens Citywide Complete Streets Plan
- Irvine Strategic Active Transportation Master Plan
- SCAG Morongo Basin Active Transportation Plan
- Downey Safe Routes To School and PS&E
- SCAG City of Montclair Safe Routes to School Plan
- SCAG City of Garden Grove Safe Routes to School
- SCAG Local Demonstration Initiative
- Garden Grove Active Downtown Plan
- Long Beach On-Call Engineering and Planning Services for Innovative Bicycle Facilities and Programs
- Long Beach Bikeway Master Plan
- Long Beach Mobility Element of the General Plan
- Long Beach Daisy/Myrtle 10-Mile Bike Boulevard PS&E Design
- Long Beach Broadway and Third Street Protected Bicycle Lanes Project
- Colton Active Transportation Plan
- OCTA Orange County Bikeway Loop Planning Support
- OCTA Bikeway Strategy & Feasibility Studies for Supervisorial District 5
- Barstow Active Transportation Program (Cycle I) Funding

EDUCATION

MS, Civil Engineering, Michigan State University, East Lansing, MI

MURP, Urban Planning, School of Architecture, Tsinghua University, Beijing, China

BS, Urban Planning, School of Architecture, Tongji University, Shanghai, China

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer (CE), Civil, CA #66448

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers, Complete Streets Council Executive Committee

Women's Transportation Seminar

CA.GOV dca SEARCH

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
JANUARY 30, 2004

EXPIRATION DATE
JUNE 30, 2022

CURRENT DATE / TIME
JUNE 21, 2022
10:44:12 AM

LICENSING DETAILS FOR: 66448

NAME: ZHOU, MIN

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

JONATHAN RASPA, AICP

EXISTING INVENTORY & ANALYSIS TASK LEAD | SENIOR ASSOCIATE PLANNER

KOA

Jonathan Raspa has nine years of experience on transportation planning projects across California for a variety of public and private entities. Most recently as a transportation planner for the Port of Long Beach, Jonathan led their active transportation planning efforts, developed the Port's grant strategy implementation, and improved transportation data management at the Port. Prior to joining KOA, Jonathan served as a transportation planner at Fehr & Peers and LADOT, contributing to numerous active transportation plans, corridor plans, micro-mobility and curb management studies, and in-depth analyses and data collection/management efforts. With a background in data analysis, visual communication and outreach, Jonathan works at a key intersection of data-informed, context sensitive planning that supports an equitable and analytical approach to making communities healthier, safer, and more resilient. His extensive experience in visual communications is a key asset on many projects, bringing complex project scenarios and planning concepts into clear, meaningful dialogue with communities, stakeholders, and elected officials.

RELEVANT EXPERIENCE

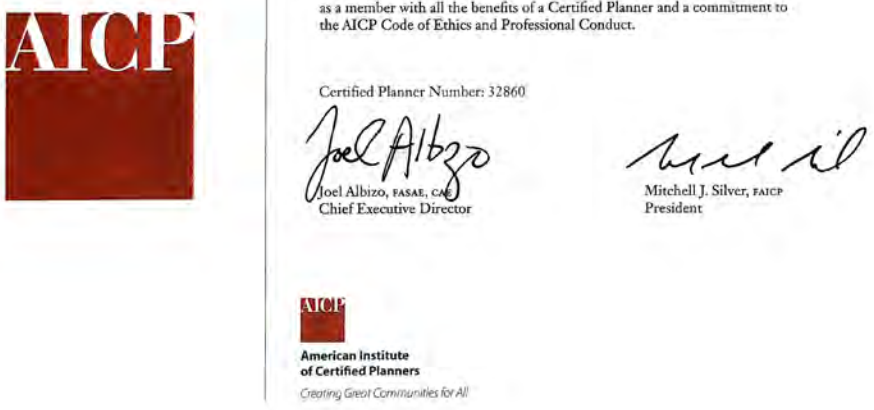
- SCAG San Bernardino Active Transportation Plan
- Pasadena Continental Crosswalk Implementation Plan
- SCAG Local Demonstration Initiative

EDUCATION

MURP, California Polytechnic University, Pomona
BA, Fine Arts, University of California, Santa Cruz

REGISTRATIONS/CERTIFICATIONS

American Institute of Certified Planners (AICP), #32860



This certificate hereby qualifies

Jonathan Mark Raspa, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 32860

Joel Albizo, FASAE, CAE
Chief Executive Director

Mitchell J. Silver, FAICP
President

American Institute of Certified Planners
Creating Great Communities for All

FRANK BARRERA, RSP1

NEEDS ASSESSMENT ANALYSIS TASK LEAD | SENIOR PLANNER

KOA

Frank Barrera has 17 years of experience in the transportation planning and engineering field. He specializes in transportation planning, traffic engineering, data analysis, and feasibility studies, including Safe Routes to School (SRTS) and Active Transportation Program (ATP) studies. Frank has successfully managed multiple SRTS and ATP projects, various sign inventory and database management projects, and SSAR projects. He has extensive experience in traffic calming and safety improvement projects and conducts traffic control device audits for SRTS and ATP projects.

RELEVANT EXPERIENCE

- City of Carson Bike Lanes PS&E
- SBCTA Metrolink ATP Phase II
- SCAG San Bernardino ATP
- SCAG City of Montclair Active Transportation Plan
- SCAG Garden Grove Active Downtown Plan City of Long Beach Cycle 5 ATP Grant Support
- City of Long Beach Orange Avenue Bikeway Complete Streets Improvements
- SCAG Costa Mesa Pedestrian Plan
- City of Westminster ATP Grant Applications
- SCAG Irvine Station 1st Mile and Last Mile Plan

EDUCATION

MSCE, Transportation Engineering
California State Polytechnic University, Pomona
BS, Urban & Regional Planning, California State Polytechnic University, Pomona

REGISTRATIONS/CERTIFICATIONS

Transportation Professional Certification Board (TPCB), Road Safety Professional 1 (RSP1)

Transportation Professional Certification Board, Inc.

certifies that

Francisco Barrera

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

Road Safety Professional

unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 703 issued in Washington, DC, USA
11/20/2021

Deborah L Snyder
Deborah Snyder
Chair

RSP1 ROAD SAFETY PROFESSIONAL

Jeffrey F. Paniati
Executive Director

GIUSEPPE CANZONIERI, CE

ACTIVE TRANSPORTATION NETWORK & PROGRAMS TASK LEAD | SENIOR ENGINEER

KOA

Giuseppe Canzonieri is a Senior Engineer with KOA. He has performed numerous projects for both public and private developments throughout Southern California. He has considerable experience working with roadway design, traffic signal design, signing & striping design, traffic control design, construction specifications and cost estimates. He has served as project manager and project engineer on several civil and traffic engineering design projects for several Cities throughout Southern California. Giuseppe is also known for his quality control capabilities and providing clients with high quality construction documents. He has significant knowledge working with multiple design platforms including AutoCAD, Civil 3D, and Microstation.

RELEVANT EXPERIENCE

- San Gabriel Valley Greenway Network Strategic Implementation Plan
- San Marino Huntington Drive Safe Streets Corridor Plan
- Commerce Bicycle and Pedestrian Master Plan
- LADOT Safe Routes to School (SRTS) PS&E
- Claremont Foothill Boulevard Master Plan Implementation
- Pasadena Mountain Street Complete Streets Project
- Pasadena North Lake Avenue Traffic and Pedestrian Safety Enhancement Plan

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS/CERTIFICATIONS

Professional Engineer (CE), Civil, CA #79006

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Giuseppe Salvatore Canzonieri

IS DULY LICENSED AS A
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

In The State of California and Is Entitled To All The Rights and Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No C 79006

This 28th day of December, 2011, at Sacramento, California.

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

Executive Officer

President

DEPARTMENT OF CONSUMER AFFAIRS · STATE OF CALIFORNIA

EPRENG 07/2011

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

MICHAEL NILSSON, AICP CTP

MASTER PLAN DEVELOPMENT TASK LEAD | DIRECTOR OF MOBILITY PLANNING

KOA

With over 20 years of experience in both private consulting and for public agencies, Michael Nilsson understands how to link land use, environmental, and mobility policies to create high-quality sustainable environments. His project experience includes urban/mobility planning, policy, and outreach; CEQA/NEPA environmental review; and project funding/implementation. Michael has guided a diverse array of complex, innovative projects from vision to reality, including multimodal transportation plans and complete/green street projects – many of which have received regional and state awards. Michael has also overseen the implementation of hundreds of miles of street improvements and secured over $40 million dollars in grant funding to improve roadway safety and quality of life.

RELEVANT EXPERIENCE

- SCAG San Bernardino ATP
- City of Avenal Active Transportation and Safe Routes to School Plan*
- City of Irwindale Active Transportation Plan*
- City of Brea Connecting the Core Active Transportation Plan*
- City of Wildomar Mobility Plan*

EDUCATION

BS, Urban and Regional Planning, California State Polytechnic University, Pomona

REGISTRATIONS/CERTIFICATIONS

American Institute of Certified Planners (AICP), #019327
AICP Certified Transportation Planner (CTP)

**Previous work experience*

The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

Mike Nilsson

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 019327

October 1, 2004

PRESIDENT

EXECUTIVE DIRECTOR

AICP

This certificate acknowledges

Michael Terry Nilsson Jr., AICP CTP

having complied with all requirements of the American Institute of Certified Planners, the American Planning Association's professional institute, providing recognized leadership nationwide in the certification of professional planners and the ethics, professional development, planning education and standards of planning practice, is hereby provided this certificate as evidence of certification of expertise in the field of transportation planning and is hereby declared to be a

Certified Transportation Planner

Paul Farmer, FAICP
Chief Executive Officer

Lee Brown, FAICP
President

APA
AICP CTP Certified Transportation Planner

WALTER OKITSU, CE, TE, PTOE, PTP, RSP2I

ACTIVE TRANSPORTATION NETWORK & PROGRAMS ROUTE SELECTION | PRINCIPAL

KOA

Walter Okitsu is a VP/Principal at KOA and has extensive experience in transportation planning and traffic design. He is responsible for a wide variety of highway, transit way, and bikeway projects which includes design for traffic signals, street lighting, signing & striping, and worksite traffic control. He collaborates with company-wide project managers to ensure the delivery of high-quality products to our clients. Walter has field and managerial experience on traffic impact, feasibility analysis, and circulation projects. He has been instrumental in developing and implementing KOA's QA/QC process while serving as QA/QC Manager for traffic engineering projects. While at KOA, Walter was the inaugural awardee of the Institute of Transportation Engineers Western District Individual Achievement Award in 1998. He has served as Past President for the Western District of Institute of Transportation Engineers in 2013. Most recently, Walter was awarded the 2020 Lifetime Achievement Award by Institute of Transportation Engineers (ITE) - Southern California Section.

RELEVANT EXPERIENCE

- San Marino Huntington Drive Safe Streets Corridor Plan
- Commerce Bicycle and Pedestrian Master Plan
- Bell Gardens Citywide Complete Streets
- Los Angeles Countywide Bicycle Policy Document

EDUCATION

MS, Transportation Engineering, Cal Berkeley
BS, Civil Engineering, Cal State LA
BS, Math-Computer Science, UCLA

REGISTRATIONS/CERTIFICATIONS

Professional Engineer, Traffic (TE), CA #1406 | Civil (CE), CA #52655
Professional Traffic Operations Engineer (PTOE)
Professional Transportation Planner (PTP)
Transportation Professional Certification Board (TPCB) Road Safety Professional, Level 2 (Infrastructure) (RSP2I)

STATE OF CALIFORNIA
DEPARTMENT OF Consumer Affairs

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

THIS IS TO CERTIFY THAT PURSUANT
TO THE PROVISIONS OF CHAPTER 7, DIVISION 3 OF THE BUSINESS AND PROFESSIONS CODE

Walter J. Okitsu

IS DULY REGISTERED AS A
PROFESSIONAL ENGINEER
IN
TRAFFIC ENGINEERING

IN THE STATE OF CALIFORNIA, AND IS ENTITLED TO ALL THE RIGHTS AND
PRIVILEGES CONFERRED IN SAID CODE

WITNESS OUR HAND AND SEAL
THIS 26 DAY OF March 1985
CERTIFICATE № 1406

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

Philip A. Tow
PRESIDENT

SECRETARY

Consumer Affairs

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Walter Jou Okitsu

IS DULY REGISTERED AS A
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL
Certificate No C 52655
This 8th day of July, 1994, at Sacramento, California.

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

Executive Officer
President

Transportation Professional Certification Board, Inc.

certifies that

Walter Okitsu

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

Road Safety Professional Infrastructure

unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 95 issued in Washington, DC, USA

8/3/2021

Deborah L Snyder
Deborah Snyder
Chair

ROAD SAFETY PROFESSIONAL

Jeffrey F. Paniati
Executive Director

JOEL FALTER

MASTER PLAN REPORT QA/QC | PRINCIPAL

KOA

[Joel Falter is a principal with KOA. For over 40 years, he has extensive experience in transportation planning including complete streets, active transportation, neighborhood circulation, and pedestrian studies and participated in the preparation of numerous CEQA/NEPA documents. Joel is experienced in working with the public to help develop consensus on controversial and/or challenging projects. He has led webinars on a variety of transportation subjects, and is the dynamic force in KOA's transportation planning practice.

RELEVANT EXPERIENCE

- City of Commerce Local Roadway Safety Plan
- KernCOG Local Roadway Safety Plan
- City of Thousand Oaks Local Roadway Safety Plan
- City of Encinitas Local Roadway Safety Plan
- City of El Monte Systemic Safety Analysis Report
- County of Los Angeles Department of Public Works Systemic Safety Analysis Report
- Rosemead Circulation Element Update EIR II Traffic Study

EDUCATION

MS, Transportation Engineering, Cal Berkeley
BS, Transportation and Regional Planning, State University of New York at Buffalo

SARAI OSORIO

COMMUNITY ENGAGEMENT GRAPHIC & OUTREACH SUPPORT | ASSOCIATE PLANNER

KOA

Sarai Osorio is an Associate Planner for KOA. She has extensive experience using her facilitation skills to serve vulnerable and underserved populations. During her time with KOA, she has utilized her community outreach skills, graphic visualization skills, and fluency in Spanish to guide the development of various project types in their early stages. Sarai has also used her creative skills to enhance outreach materials for ATP/SRTS/tactical urbanism demonstrations.

RELEVANT EXPERIENCE

- SCAG San Bernardino ATP
- City of Ontario Active Transportation Master Plan
- SCAG Costa Mesa Pedestrian Plan
- SCAG Irvine Station 1st Mile and Last Mile Plan
- SCAG Palm Springs Pedestrian and SRTS Master Plan
- City of Colton Local Roadway Safety Plan (LRSP)
- City of Rancho Cucamonga Local Roadway Safety Plan (LRSP)

EDUCATION

MURP, Urban Planning, Harvard Graduate School of Design, Cambridge, MA
BA, Sociology (Minor in Urban Planning), UCLA

RAQUEL JIMENEZ

EXISTING INVENTORY & ANALYSIS GIS & MAPPING | ASSOCIATE PLANNER

KOA

Raquel Jimenez is an Associate Planner at KOA. In collaboration with senior engineers and planners, she prepares base-work for the project team. She works out in the field to ensure quality control, while assisting with plans and submittals. During her time at KOA, Raquel has specialized in conducting data analysis, mapping, and developing countermeasures and treatments for active transportation and safe routes to school projects. Furthermore, she has been integral in conducting project prioritization analyses and has put together reports and documents.

RELEVANT EXPERIENCE

- City of Azusa North San Gabriel Ave Traffic Calming
- LADOT Safe Routes to School Plans for the Top 50 Schools with Most Need
- City of Bell Gardens Circulation & Transportation Element Update
- City of Commerce Local Roadway Safety Plan
- City of Manhattan Beach Local Roadway Safety Plan
- KernCOG Local Roadway Safety Plan (LRSP)
- Pasadena Local Road Safety Plan (LRSP)
- SCAG Local Demonstration Initiative

EDUCATION

MURP, Urban Planning, Transportation Planning Concentration, UCLA
BA, Environment, Urban Planning Specialization; Minor in Complex Systems and in Energy Science and Policy, University of Michigan, Ann Arbor, MI

MARISOL GONZALEZ

COLLISION ANALYSIS & NETWORK ASSESSMENT | ASSOCIATE PLANNER

KOA

Marisol Gonzalez is an Associate Planner at KOA, with one year of experience on transportation planning projects at public agencies and at KOA. With a background in transportation data analysis and visual communications, Marisol works on compiling and analyzing data and creating technical report elements for various projects, such as safety studies, traffic queue studies, and safe routes to school plans. Prior to joining KOA, Marisol was a Transportation Associate at the Los Angeles County Metropolitan Transportation Authority (LACMTA) where she supported the Metro Active Transportation program, Active Transportation Strategic Plan update, and the North San Fernando Valley BRT. Marisol is committed to making communities safer and more bicycle and pedestrian- friendly.

RELEVANT EXPERIENCE

- LADOT Safe Routes to School Plans for the Top 50 Schools with Most Need
- City of Commerce Local Roadway Safety Plan
- City of Huntington Beach Conceptual Complete Street
- City of Manhattan Beach Local Roadway Safety Plan
- City of Pomona Local Roadway Safety Plan (LRSP)
- City of Rancho Cucamonga Local Roadway Safety Plan (LRSP)

EDUCATION

MURP, California State Polytechnic University, Pomona
BS, Urban and Regional Planning, California State Polytechnic University, Pomona

EUNJU JUNG

ANALYSIS & MAPPING SUPPORT | ASSOCIATE PLANNER

KOA

Eunju Jung is a passionate Associate Planner at KOA. She has numerous experiences conducting quantitative, qualitative and spatial analyses from diverse sectors. In this role, she is responsible for GIS mapping, traffic impact analysis, and active transportation grant proposals. She has worked on projects addressing active transportation, complete streets, and safe routes to school. She is interested in multimodal transportation and equal opportunities for mobility.

RELEVANT EXPERIENCE

- City of South El Monte Rush Street Corridor Enhancement Plan
- City of Pasadena 710 N Stub Transitional Project
- City of South Gate ATP Cycle 6 Grant Assistance
- LADOT ATP Grant Applications*
- LADOT Bicycle Friendly Business Program Grant Applications*

EDUCATION

MBA, Real Estate Development, Pacific State University
MS, Urban Planning, University of Southern California
BS, Economics, SungKyunKwan University, Seoul, South Korea

**Previous work experience*

NICOLETTE SEARGEANT, EIT

ACTIVE TRANSPORTATION NETWORK & PROGRAMS STANDARD DRAWINGS | ASSOCIATE ENGINEER

KOA

Nicolette Seargeant is an Associate Engineer at KOA specializing in traffic design services. In this role, she is responsible for preparing design plans for traffic signals, traffic control, street improvement, and signing and striping. She has served as Design Engineer in active transportation, traffic control, and pavement rehabilitation projects. She has experience in designing for several agencies and cities, such as the City of Los Angeles, South Pasadena, El Monte, and West Hollywood. While working on the LA River Bikeway Project, Nicolette helped design an innovative bike and pedestrian roundabout. Nicolette is committed to creating safe and efficient traffic related designs to facilitate growth and development in Southern California communities.

RELEVANT EXPERIENCE

- City of Santa Monica Pico Boulevard Pedestrian Safety Improvement Project
- City of Los Angeles LA River Greenway Segments 1 & 2 Implementation
- City of Downey Bike Master Plan Phase 1
- LADOT Safe Routes to School (SRTS) PS&E
- City of Compton Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS/CERTIFICATIONS

Engineer in Training (EIT), CA #169180

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of the Business and Professions Code

Nicolette Paige Seargeant

IS DULY CERTIFIED AS AN

ENGINEER-IN-TRAINING

In The State of California, and Is Entitled To All the Rights and Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No. EIT 169180

This 4th day of October, 2019, at Sacramento, California.

VALID UNTIL PROFESSIONAL LICENSURE IS OBTAINED
BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS

Richard B. Moore, P.L.S. – Executive Officer

Fel Anthony Amistad, PhD, JD – Board President

DEPARTMENT OF CONSUMER AFFAIRS · STATE OF CALIFORNIA

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA. IN THE EVENT OF ITS SUSPENSION, REVOCATION, OR INVALIDATION FOR ANY REASON

ZACHARY POPP, RSP1

ACTIVE TRANSPORTATION NETWORK & PROGRAMS FUNDING MANAGEMENT | SENIOR ASSOCIATE PLANNER

KOA

Zachary Popp is a Senior Associate Planner at KOA. He has worked in multi-modal transportation planning and policy preparation for several government agencies and officials, including the Mayor's Office in the City of Chicago and City of Santa Monica Big Blue Bus. While at KOA, Zachary has assisted with report preparation and data analysis using his knowledge of GIS for the Downtown Long Beach Parking Study, Laguna Beach Coast Highway Intersection Improvement Study, Apple Valley SR-18 Corridor Enhancement Study, and ATP grant management for the Port of Long Beach. Zachary is passionate about transportation policies and grant management.

RELEVANT EXPERIENCE

- City of Pomona Local Roadway Safety Plan
- City of Thousand Oaks Local Roadway Safety Plan
- City of Azusa Local Roadway Safety Plan
- KernCOG Local Roadway Safety Plan
- City of Pico Rivera Systemic Safety Analysis Report
- City of South Pasadena Citywide Signage Inventory and Systemic Safety Analysis Report
- City of El Monte Systemic Safety Analysis Report
- City of Diamond Bar Local Roadway Safety Plan

EDUCATION

MURP, UCLA
BA, Government, Harvard University, Cambridge, MA

REGISTRATIONS/CERTIFICATIONS

Transportation Professional Certification Board (TPCB), Road Safety Professional 1 (RSP1)

Transportation Professional Certification Board, Inc.

certifies that

Zachary William Popp

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

Road Safety Professional

unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 747 issued in Washington, DC, USA
11/20/2021

Deborah Snyder
Chair

RSP1 ROAD SAFETY PROFESSIONAL

Jeffrey F. Paniati
Executive Director

ALBERTO SALGADO

MASTER PLAN DEVELOPMENT SUPPORT | ASSOCIATE PLANNER

KOA

Alberto Salgado is a transportation planner with expertise in community engagement, visual communications, and reports. In the past, Alberto has also worked in First Last Mile projects for unincorporated communities in the County of Los Angeles including East Los Angeles, and West Whittier-Los Nietos documenting conditions for walking and biking near new proposed Metro Gold line Stations. Further experience includes data analysis for LRSP and SSARP projects, for jurisdictions such as El Monte, Fontana, Paramount, Diamond Bar, Azusa, and the County of Los Angeles. Alberto has also worked on construction management projects, conducting construction observation.

RELEVANT EXPERIENCE

- City of Bell Gardens Citywide Complete Streets
- City of Commerce Bicycle and Pedestrian Master Plan
- Metro East San Fernando Valley First/Last-Mile (FLM) Plan
- City of Huntington Beach Conceptual Complete Street
- LADOT Safe Routes to School Plans for the Top 50 Schools with Most Need

EDUCATION

BS, Urban and Regional Planning - Infrastructure and Transportation Option, California State Polytechnic University, Pomona

AA, Architecture/Natural Sciences/ Humanities, Pasadena City College, Pasadena

RICHARD FRANCE

COMMUNITY ENGAGEMENT TASK LEAD | PRINCIPAL

Subconsultant - Estolano Advisors

Richard France assists EA's clients with strategic planning, visioning, and community and economic development. His work in active transportation includes coordinating a study to improve bike and pedestrian access to transit-oriented districts for the County of Los Angeles and working with the Southern California Association of Governments to host tactical urbanism events throughout the region. He has worked with agencies and community-based organizations to facilitate discussions around transportation equity, congestion pricing, land use and housing issues. Richard also serves as a technical assistance provider for a number of California Climate Investment programs, including the Sustainable Transportation Equity Project and Transformative Climate Communities. Richard is an advisory board member for Investing in Place, a transportation advocacy nonprofit whose mission is to support equitable mobility investments that make our communities safer, stronger, and more just.

RELEVANT EXPERIENCE

- SCAG/City of South Gate South Gate Rail Station Study
- Metro Public Safety Advisory Committee Facilitation Services
- City of Los Angeles Department of Transportation Traffic Enforcement Study
- SCAG Mobility Innovations and Pricing in Los Angeles

EDUCATION

MA, Urban Planning, University of California, Los Angeles
Bachelor of Environmental Design, with Honor, University of Colorado, Boulder, CO

PROFESSIONAL AFFILIATIONS

Investing in Place, Advisory Board Member
Los Angeles League of Conservation Voters, Board Member
UCLA Luskin School of Public Affairs, Lecturer

RILEY O'BRIEN

COMMUNITY ENGAGEMENT SUPPORT | SENIOR ANALYST

Subconsultant - Estolano Advisors

Riley O'Brien joined Estolano Advisors in 2019. He provides support on a variety of projects related to transportation equity and environmental justice. To enhance the California Air Resources Board's capacity to support applicants to their pilot Sustainable Transportation Equity Project grant program, Riley coordinated with local government and nonprofit leaders to review application materials and develop community maps. In 2020, to support Energy Foundation and the City of Los Angeles in planning for a zero-emissions area (ZEA), Riley interviewed community leaders to shape the City's ZEA plan. Riley built upon this effort in 2021 by facilitating a virtual working group of community leaders to identify near-term implementation steps for the ZEA plan. Previously, Riley played a crucial role in implementing the City of Ontario's Transformative Climate Communities grant by developing and managing a spreadsheet-based invoicing and reporting system for program partners.

RELEVANT EXPERIENCE

- Energy Foundation City of Los Angeles Zero-Emission Area Stakeholder Engagement
- SCAG Mobility Innovations and Pricing in Los Angeles
- Metro Bicycle Education Safety Training Program
- Strategic Growth Council Statewide Sustainable Transportation Equity Project Technical Assistance Provider

EDUCATION

MURP, University of California, Los Angeles
BS, Environmental Sciences, University of California, Berkeley
BA, Economics, University of California, Berkeley

SECTION 3 | EXPERIENCE AND QUALIFICATIONS

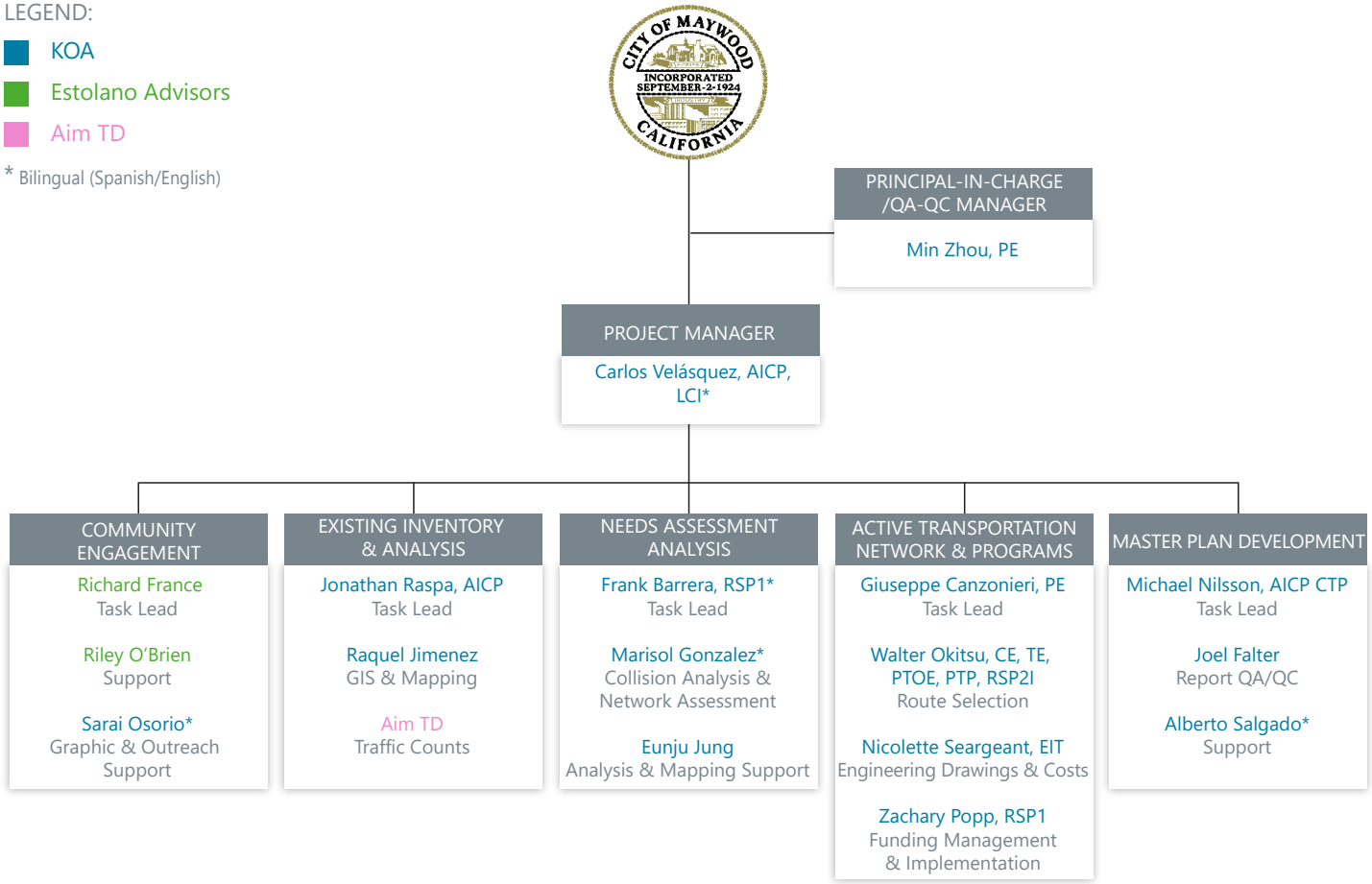
ORGANIZATION CHART & CONTINGENCY PLAN

In the event of necessary and/or unpreventable staffing changes to the team, KOA will notify the City in writing. With approval from the City, we will assign another available and qualified person from one of our six offices to perform the same duties. If the project requires expedition, KOA can supplement the team with additional in-house, qualified staff as support.

LEGEND:

- KOA
- Estolano Advisors
- Aim TD

* Bilingual (Spanish/English)



SECTION 4 | APPROACH TO SCOPE OF SERVICES

APPROACH & UNDERSTANDING

PROJECT UNDERSTANDING

Located within the Gateway Cities sub-region of Los Angeles County and 8 miles southeast of downtown Los Angeles, Maywood's 25,000 residents, and small size, make it the densest City in the state. The City currently does not have any existing permanent bicycle facilities, which presents a major safety and connectivity problem for its residents and workforce. On the other hand, the City's pedestrian network (sidewalks) is relatively well developed, with most streets and commercial corridors providing facilities for people who walk. Furthermore, major bus stops, such as those at the intersection of Slauson Avenue & Atlantic Avenue, provide bus shelters and other amenities for transit users.

In spite of the infrastructure conditions, the city has historically (and continues) to experience extensive cut-through vehicle traffic, including both passenger vehicles and large trucks, along major streets such as Atlantic Boulevard and Slauson Avenue. This leads to a high propensity of conflicts between people walking, bicycling, and vehicles.

Acknowledging this problem, the City was awarded funding through Caltrans' Active Transportation Program (ATP) Cycle 5 funding cycle to develop a comprehensive Active Transportation Plan that seeks to accomplish several goals:

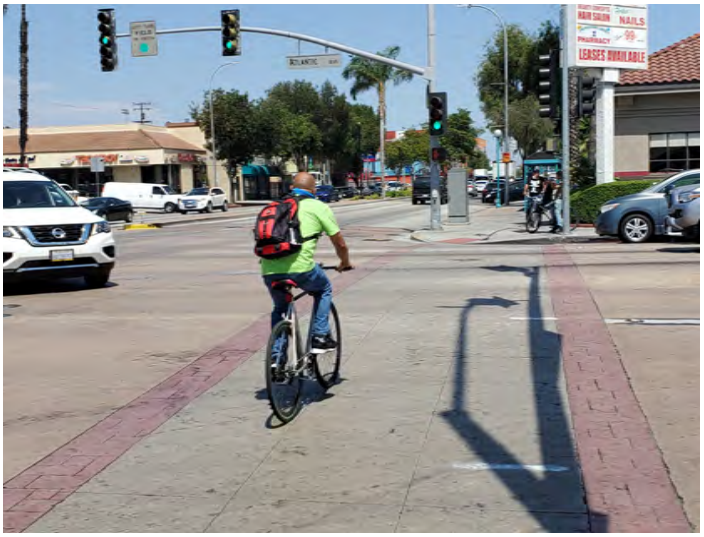
- Improve overall motorized and non-motorized transportation modes – such as, pedestrian, bicycle, and transit safety throughout the City,
- Provide new network connections and leverage connections to existing and proposed local and regional facilities,
- Improve economic vitality by enhancing mobility and connectivity to the City's several activity generators and destinations,
- Identify a set of active transportation facilities and improvements that can be accurately priced, prioritized, and submitted for construction funding and implementation

To further understand the existing citywide context and develop the appropriate approach, the KOA team conducted an initial field investigation and collision assessment to evaluate potential project challenges and solutions that will be leveraged to meet project goals.

CHALLENGES AND OPPORTUNITIES

The city's relatively small size presents unique challenges and opportunities in developing a citywide active transportation plan. As shown in the map on the next page, the City has several local activity generators that serve as some of the biggest non-motorized attractors in the city.

For example, the intersection of Slauson Avenue and Atlantic Boulevard contains several commercial destinations such as the *Food 4 Less* grocery story and other retail attractors. Additionally, the Metro buses that intersect at that intersection (Metro Local 108 along Slauson Avenue and Metro Local 260 along Atlantic Avenue) have average peak hour headways of 10-15 minutes. This means that this intersection sees a substantial number of people walking and bicycling to the bus stops.



Person on a bicycle heading to the bus stop on the southeast corner of Slauson Avenue & Atlantic Avenue

Furthermore, the Maywood Riverfront Park, located in the eastern part of the City, also serves as a major attractor for people walking and bicycling as this is the City's major entry point to the regional Los Angeles River Bikeway. Finally, there are several schools, small pocket parks, and other facilities that play a major role in attracting non-motorized users.

Having these major destinations is a major benefit as it provides the City with a healthy proportion of bicycle users that are more open to utilizing this mode of transportation to get around. This is further evidenced

Activity Generators in Maywood. These serve as areas to be targeted as part of the Active Transportation Plan effort.

by the City's existing commuting mode split patterns. Maywood residents and workers, on average, have higher rates of non-motorized and transit usage when compared to the County average. For example, according to the 2020 Census, over four percent of workers commute via walking (compared to two percent for LA County) and over six percent of workers commute via transit (compared to five percent for LA County).

However, the major challenge is that there are no designated bicycle facilities within Maywood. As the map on the next page illustrates, the only existing bicycle facility near Maywood is the Los Angeles River Bikeway, with entry points at the Maywood Riverfront Park and at Atlantic Boulevard.

Although adjacent cities such as Vernon, Huntington Park, Bell, and Commerce have developed or are currently underway in developing a bicycle master plan, there has not been any actual implementation of facilities that lead to and from Maywood.

This problem is made worse by the fact that the City of Maywood is in the northern section of the Gateway Cities sub region and is subject to extensive cut-through traffic along its streets. With a population of 25,000 residents, most of the peak hour traffic traversing Atlantic Boulevard and Slauson Avenue (along with other streets), is not generated by Maywood residents; most of the people in these vehicles are traveling to other destinations and simply driving through Maywood.

Existing Bicycle Facilities in Maywood

So, the fact that Maywood residents and commuters have a high tendency to get around via non-motorized modes, yet there are no existing bicycle facilities within or just outside city limits, and there is extensive cut-through traffic along major thoroughfares has resulted in conflicts between people bicycling and people driving. At the intersection of Slauson Avenue and Atlantic Boulevard, people are forced to walk and ride along crowded sidewalks, or at crosswalk locations that generally have poor visibility (see photo).

To begin solving this issue, the KOA team will utilize an approach that blends research and data, public outreach, and field review to lay the groundwork for developing the Maywood Active Transportation Plan (MATP). In doing

Person on a scooter traveling southbound along Atlantic Avenue

so, the KOA team will provide the City with a holistic perspective that takes into account multiple factors when recommending countermeasures and facility improvements.

COLLISION HISTORY

Another challenge the development of the MATP faces is the spread-out nature of non-motorized-related collisions within the City. As the map illustrates, over the last five years of available collision data (acquired through UC Berkeley's Transportation Injury Mapping System), there were 19 total Bicycle -related collisions and 28 pedestrian-related collisions, centered around distinct hot spots:

- The Atlantic Boulevard corridor
- City's west side around Pixley Park
- Northern part of the city near Pine Avenue Park
- Pine Avenue and Slauson Avenue Intersection

The KOA team will address this challenge by first assessing collision patterns at these high-density locations and identifying strategies that can be utilized to address the primary collision causes.

Furthermore, from reviewing the Primary Collision Factors (PCFs) for the citywide bicycle and pedestrian-related collisions, KOA determined that drivers failing to yield or stop for pedestrians at a crosswalk or intersection accounted for over half of the pedestrian-related collisions.

The KOA team will work with the City to address these issues by conducting further investigation of PCFs at those collision hot spots, identifying the key characteristics of those collisions, and identifying non-motorized facility improvements that are proven to address those factors.

PROJECT APPROACH

KOA understands that this project seeks to not only create, but improve active mobility networks, remove barriers to walking and bicycling, while filling gaps and improving overall quality of life. However, a key aspect to this project is also a comprehensive engagement strategy that will be culturally sensitive and engage all members of this neighborhood.

As has been laid out in this proposal, KOA has put together a comprehensive team and constructed an approach that will ensure this project meets the high standards that the City of Maywood deserves.

APPROACH: POSITIONED FOR SUCCESS

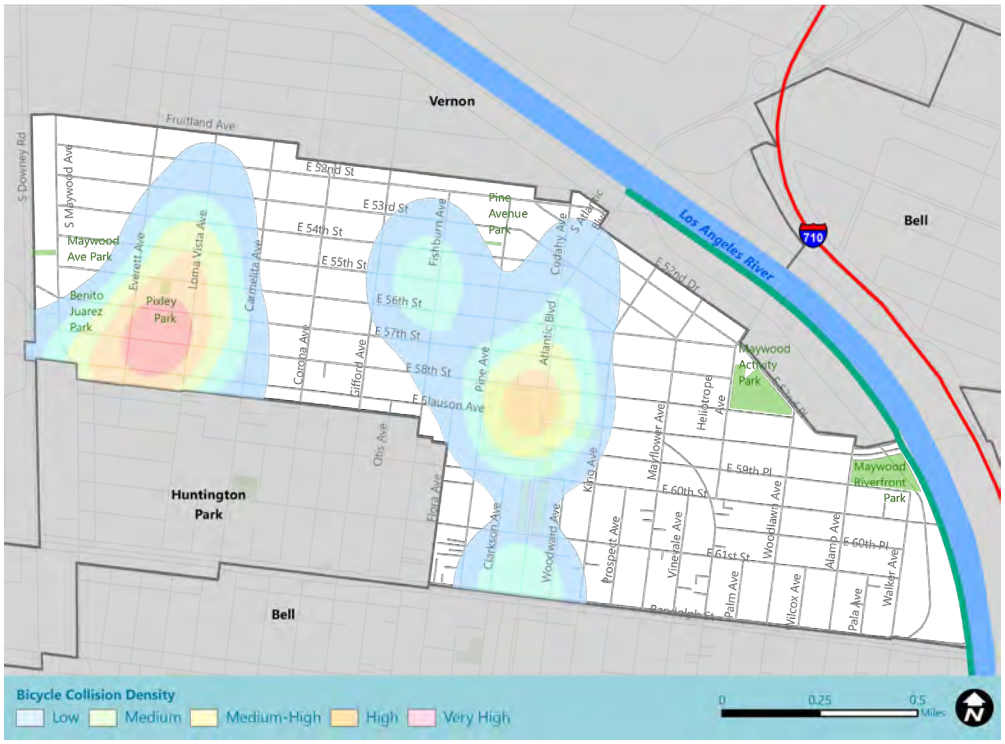
KOA's approach to this project will be one that blends grassroots community engagement, with quantitative data, effective planning, and backed by sound engineering judgment that stems from three decades of concept-to-construction deployments. Our team was put together in a manner that will provide the City of Maywood with a truly comprehensive Active Transportation Plan that will not only address all elements outlined in the RFP but will also position the City for permanent implementation.

1. Innovative Design
   For 30 years, KOA has planned, designed, and implemented transportation facilities throughout Southern California. In that time, KOA has become one of California's pioneering active transportation firms having recommended and designed the first and second cycle-track (Class IV) bicycle lanes in Southern California. The Broadway and Third Street cycle track facilities in Long Beach and the Rosemead Boulevard cycle track facility in Temple City still serve as models for how cities can successfully construct innovative bicycle paths in their jurisdictions.

   Our team is confident working within local, state, and federal guidelines to deliver creative demonstration projects that can be adapted to meet commercial or residential contexts, while considering community needs.

2. Focus on Implementation
   The KOA team brings unparalleled expertise in planning, engineering design, and project construction and implementation. Having a 30-year history in the region, we know what it takes to get projects designed and built. We will bring this level of commitment to this project. As an example, the LADOT Little Street demonstration project, where KOA conducted engagement, provided preliminary design, is now constructed (https://youtu.be/R0FCV9S3-Gs) as a permanent facility, all in three years. This happened due to KOA's intimate work with LADOT, which led to comprehensive community input and our team's readily approved design plans and construction support.

   KOA will bring this level of effort to this project and will position the City for implementation.



Bicycle-related collision heat map in Maywood, between 2017-2021

Pedestrian-related collision heat map in Maywood, between 2017-2021

3. First Last Mile and Transit Connectivity
   A critical element to this project will be improving connections to mass transit. As mentioned earlier, one of the project area's greatest assets is its existing networks and proximity to high-quality bus transit at the intersection of Atlantic Avenue and Slauson Avenue.

   Our team will explore improving first mile/last mile connections from neighborhoods to these and other major bus stops in the city. During our active transportation network selection process, our team will prioritize connections to mass transit and explore eliminating barriers and facilitating bicycle, pedestrian, and even shuttle, or micro-transit connections to the stations.

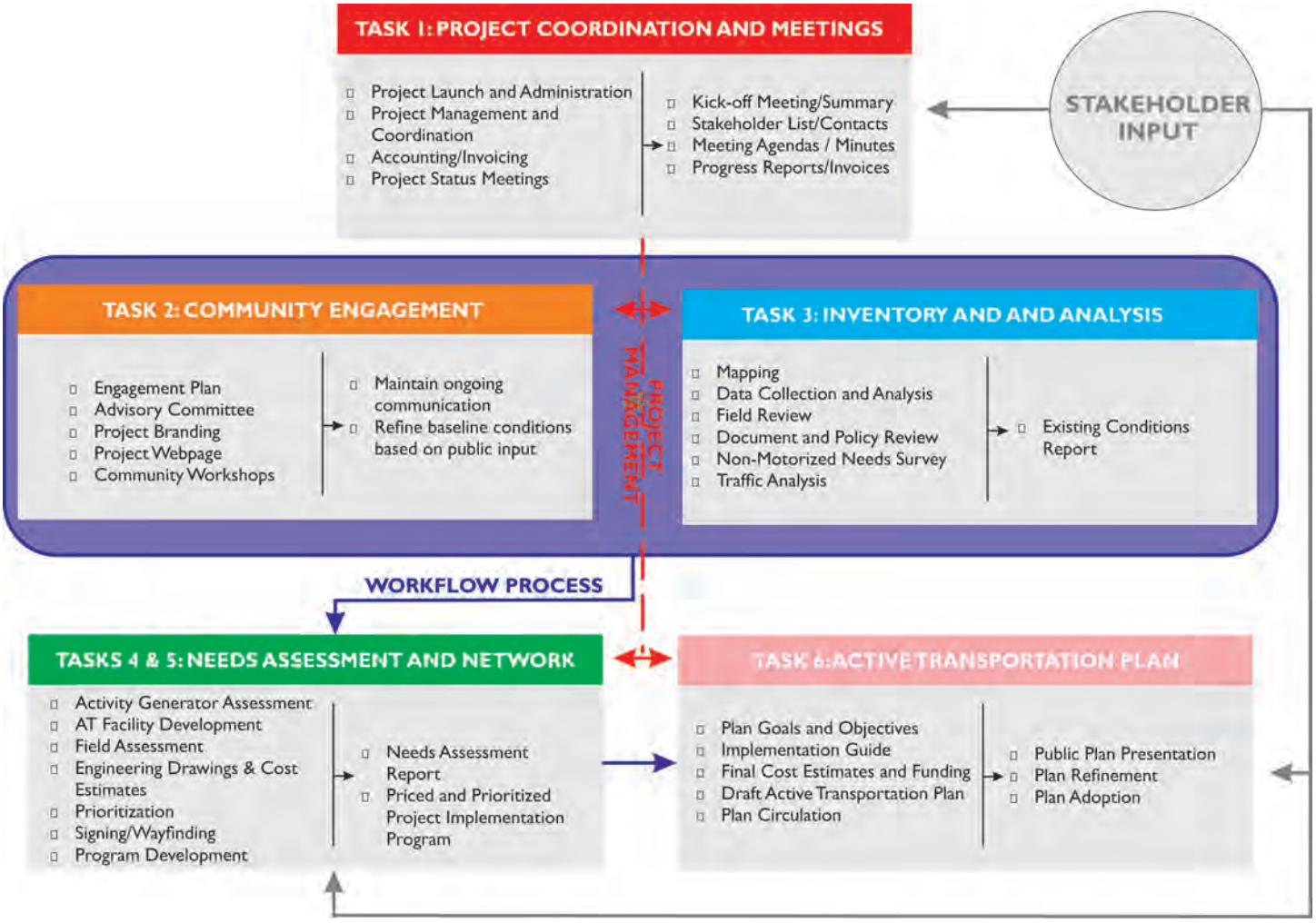
   Furthermore, our team will explore innovative transit options, such as micro-transit and demand-based services.

Bus Stop at Maywood Avenue & Slauson Avenue in the western section of Maywood. Transit rider unmounted his bicycle from the Metro Local 108 bus traveling westbound on Slauson Avenue

4. Community-Based
   For this project to be truly representative of the community and its needs, our team has included Estolano Advisors (EA) as part of our team. EA has led numerous engagement efforts on transportation projects throughout the state that have focused on engaging largely disadvantaged, communities of color. For this project, EA and KOA have already reached out to potential grassroots partners such as the Southeast Los Angeles Collaborative and People for Mobility Justice (PMJ). Both organizations bring a wealth of grassroots engagement experience in Southeast Los Angeles County. With EA managing the engagement component and in partnering with potentially both organizations, it will ensure that our team builds on current relationships with influential neighbors and organizations within the project area to elevate community concerns and needs.

   With a focus on equitable engagement that is grounded on grassroots approaches, the EA and KOA team will work together to ensure that the MATP is innovative, yet effective.

Tying the entire project approach together is our proposed project workflow process (shown on the following page). Led by Carlos Velásquez, KOA's proposed project manager, the project will be managed efficiently and effectively to ensure project completion and success.



Proposed project workflow for Maywood Active Transportation Plan

SECTION 4 | APPROACH TO SCOPE OF SERVICES

WORK PLAN

TASK 1: PROJECT COORDINATION AND MEETINGS

1.1 PROJECT KICK-OFF MEETING

Upon authorization to proceed, the KOA team will organize and lead a kick-off meeting with the City Project Manager to initiate the project. This meeting serves as step one for the formal development of the Maywood Active Transportation Plan (MATP). The goal of the kickoff meeting will be to:

- Review project goals and objectives,
- Review scope of services,
- Confirm project and meeting schedules,
- Verification of approval process,
- Collect available relevant documents and information,
- Establish staff communication and coordination protocol

Through the discussion of project goals, objectives, schedule, and responsibilities, the kickoff meeting will establish an understanding of expectations and a path towards successful project execution.

We will discuss project scope and schedule, as well as the vision and goals for the project. In advance of the kickoff meeting, the KOA team will prepare and circulate a draft agenda and incorporate any feedback/comments. KOA will also prepare a Data Needs Request Memorandum (see sample on the following page) that lists major items needed to advance the project. These include GIS data and key planning documents for background review, list of key stakeholders, capital improvement projects list and plans, and the development of any other active transportation policies or campaigns led by or involving the City. After the kickoff meeting, key action items will be identified, and the project schedule will be revised (if needed).

The meeting will also include discussion on Project characteristics of existing facilities, potential project issues, and the identification of key project corridors and locations. Engagement methods and strategy will also be discussed.

KOA will provide meeting notes detailing major decisions and action items resulting from the kickoff meeting within one week.

1.2 MONTHLY REPORTING AND INVOICES

KOA will develop and submit complete monthly invoice packages to the City in a timely manner. KOA has provided services to other jurisdictions on similar projects and is familiar with general requirements. KOA staff will coordinate with City on preferred monthly invoicing and reporting methods.

KOA will also develop monthly written status reports detailing work to date completed on the project and include budget tracking and progress toward deliverable completion to keep the City updated and informed. The consultant will develop and submit monthly progress and performance reports detailing work completed for each invoice.

1.3 REGULAR PROJECT MANAGEMENT MEETINGS

As part of the KOA team's project management plan, Carlos Velásquez, the project manager, will coordinate closely with the key stakeholders including City staff, and community-based organizations (as needed) to ensure project goals are being accomplished in a timely manner and to the City's satisfaction.

This will be accomplished by having the KOA team meet (or conduct conference calls) with the City team on a monthly or as needed basis. KOA staff will draft agendas and schedule the meetings so that there is constant communication between team members, ensuring project goals and deliverables are met and issues are resolved. In KOA's experience, steady communication between the City and the consultant team will reduce misinterpretation and potential mistakes.

1.4 PROJECT CLOSEOUT AND DEBRIEF (VALUE ADDED TASK)

In KOA's experience, our team has found immense value in revisiting the project tasks and formally closing out the project upon its completion. This allows the Client and contractor to discuss challenges, highlights, and make needed adjustments for future projects.

Although outside of the RFP scope, at the end of the project, the KOA team will hold a debrief meeting with the City team to discuss the results of the MATP. Prior to the meeting, KOA will develop a discussion framework to note project successes, challenges, lessons learned, and ideas for the next steps of the project. Key questions will be distributed at least one week prior to the meetings to help

City of Commerce Bicycle and Pedestrian Master Plan
Data Needs Request

Datasets	Notes	Is the Data Available?
Base Map:		
Roadway Network Centerlines		
Neighborhoods		
School Boundaries (Polygons)		
School Attendance Boundaries		
Non-motorized Facilities		
Existing Bicycle Facilities		
Proposed Bicycle Facilities		
Existing and Proposed Bicycle Parking Locations		
Sidewalk Inventory		
Curb Ramp Inventory		
Existing and Proposed Crosswalks / Mid-block Crossings		
Street Light Inventory		
Pedestrian Trails Network		
Signage Inventory		
Land Use		
Existing Land Use		
Planned Land Use		
Existing and Planned Schools		
Existing and Planned Parks		
Activity Centers/ Attractions		
Parcels		
Raster		
Digital Elevation Model (DEM)/Hillshade		
Aerial photo(s) (most recent)		
Safety		
Collision Data	Can use SWITRS if not available	
Crime Data		
Transit		
School Bus Routes		
School Bus Stops		
Local & Regional Bus Routes and Schedules		
Local & Regional Bus Stops		
Local bus ridership data		
Truck Routes		
Vehicular Movement		
Vehicular Average Daily Trips (ADTs)		
Traffic Counts (Pedestrian, Bicyclists, Students)		
Speed Limits		
Road Pavement / Curb-to-curb Widths		
Right-Of-Ways		
Number of Lanes		
Street Classification		
Traffic Control Devices Inventory		
Other Needs:		
Location of School Crossing Guards		
Overweight, Obesity, and Diabetes Rates		
Physical Activity Levels		
Greenhouse Gas Emission		

Data Needs Memo, developed by KOA Staff to streamline data-collection process

participants prepare comments. At the debrief meeting, we will document the discussion of lessons learned and next steps. Following the meeting, KOA will draft a Final Closeout Report for the City, to include work completed and the processes used, final performance/progress, final financial status, lessons learned and challenges to address. The goal of the Final Closeout Report will be to provide evaluation, documentation, and analysis of the project.

DELIVERABLES

Project kick-off meeting agenda, project timeline and schedule, task checklist, participant list, and meeting notes/minutes. Monthly invoice packages, monthly reports, final project debrief meeting, and final closeout report. Set up project status meetings, agendas, and notes/minutes. KOA will maintain ongoing coordination with the City team and stakeholders.

TASK 2: COMMUNITY ENGAGEMENT

2.1 OUTREACH AND ENGAGEMENT PLAN

The KOA team, led by EA, will develop an Outreach and Engagement Plan (OEP) for the project which will outline: Engagement goals, identify key stakeholders, discuss strategies to engage the public, local organizations, and other entities. The OEP will also include digital/online engagement methods that can be utilized for this plan, if traditional, face-to-face engagement options are not possible due to public health concerns (i.e.: COVID-19).

The OEP will also discuss the various methods of engagement, such as intercept workshops/surveys, and e-audit tools, development of the core teams, presentations to community groups, parent focus groups, school walk audits, community-wide meetings, and digital/media strategies (i.e.: social media, press releases, etc.), among others. The OEP will also include a draft engagement schedule and an approach to how stakeholders will be engaged. The OEP will also include suggestions on project branding (logo) and a cohesive color scheme to ensure that the project is recognizable to local stakeholders.

Developing a brand will be critical to ensuring that stakeholders recognize the project and events tied to its development. KOA will work with the City to develop a tailored project brand to ensure utmost project recognition.

KOA-Developed Project Logos and Branding Colors

Furthermore, draft surveys, flyers, and other general information documents will be included as samples for what could be developed for the MATP. The materials will be translated by KOA's in-house Spanish speakers and translators. KOA has extensive experience in developing tailored Community Engagement Plans for active transportation projects. In those plans, KOA worked to blend traditional outreach methods with cutting edge, modern outreach mechanisms such as online surveys, real-time voting and interaction at meetings, and meeting streaming services.

Furthermore, the KOA/EA team has set aside budget to engage one or more community-based organizations that will assist with engaging community members. KOA/EA has already reached out to the Southeast Los Angeles Collaborative and People for Mobility Justice, two local organizations with deep roots in Southeast Los Angeles County. Members of these organizations will help disseminate information, bring people to community meetings, and provide strategic input on maximizing community input.

2.2 ADVISORY COMMITTEE, COUNCIL, AND COMMISSION MEETINGS

ADVISORY COMMITTEE

To engage residents, businesses, community organizations, and other stakeholders in developing a community-driven project, the KOA/EA team will convene an Advisory Committee. Including a wide range of stakeholders in the Advisory Committee is crucial for the success of the event. To maximize opportunities for

community participation in the Advisory Committee meetings, these meetings will be held in the evenings or on weekends. Meetings will be held in person if physical distancing requirements are not in place.

However, anticipating physical distancing requirements will be in place for a large portion of 2022/2023, the KOA team is prepared to hold remote/virtual AC meetings. Participants will be able to join by video/ online or phone. To ensure all members will be able to participate fully in the discussions without requiring broadband access, presentation materials and maps will be provided in advance of the meetings. The KOA team anticipates facilitating three (3) Advisory Committee meetings covering the following topics:

AC MEETING #1 – GOALS, OBJECTIVES, AND VISION

- Maywood Active Transportation Plan introductory presentation.
- Site visit and walk through of project area. If in person, the group will conduct a site visit together. If virtual/remote, the KOA team will prepare a virtual site walk through. Annotated photos and maps will be provided in advance for community members who are joining via phone.
- Discuss and identify project goals, objectives and vision. Building off project goals, the group will develop a list of goals and objectives with an emphasis on supporting community visions for active transportation and the neighborhood's plans.
- Identify challenges and opportunities for the project area and the project itself.
- Identify key stakeholders who are not currently part of the AC that should be included or coordinated with.
- Determine roles and responsibilities. The roles of the various AC members will be discussed. Points of contact for future tasks will be identified.

AC MEETING #2 – EXISTING CONDITIONS REVIEW, ENGAGEMENT, NEIGHBORHOOD CONDITIONS, VISIONING

- Confirm project goals and objectives determined during AC Meeting #1
- Review existing conditions and any data analysis conducted
- Begin visioning process to determine neighborhood goals and network development
- Agree on an overall vision and potential networks and project types

AC MEETING #3 – REVIEW PROPOSED NETWORKS AND IMPROVEMENTS

- Revisit visioning process as discussed in AC Meeting #2
- Review and assess proposed treatments as laid out by the City and KOA team
- Confirm elements and/or seek more clarification and review

COUNCIL AND COMMISSION MEETINGS

The KOA team is prepared to work with City staff to prepare and deliver presentations to the City Council and Planning Commission throughout the life of the project. One benefit that KOA brings to this project is being located approximately ten minutes away from the City. As such, our team can easily and conveniently attend meetings at City Hall and present project updates.

2.3 COMMUNITY WORKSHOPS (5)

In collaboration with the team, develop meeting formats to achieve the needed meeting outcomes. It is understood that community meetings shall be interactive and iterative in nature with the KOA team suggesting formats to accommodate an exchange of ideas based on meeting objectives leading to consensus/broad agreement. Formats may consist of town-halls, open house, small group discussions, or "pop-ups" that could be held at high-traffic community festivals to obtain input from under-represented community members or families and individuals that may not be able to attend or interested in attending community workshops.

The KOA team conducting bilingual engagement in the City of Commerce for the Bicycle and Pedestrian Plan

As laid out in the OEP, the KOA team will develop a master meeting schedule that correlates all the public engagement activities.

The KOA team will develop meeting logistics in support of the various meetings, including coordination of meeting times and locations, organization of facility details (including audio-visual equipment and insurance, if applicable), meeting setup and breakdown, photography and refreshments.

To market the meetings, notices and meeting notifications, e-blasts, handouts, sign-in sheets, comment cards and directional signage will be developed by the KOA team.

The meeting notices shall be distributed at public counters at City Hall, libraries, the Chamber of Commerce, schools, churches, and businesses. Social media and e-blasts will also be utilized to market Project meetings and events.

2.4 ONLINE SURVEY, WEBPAGE, AND SOCIAL MEDIA (VIRTUAL ENGAGEMENT)

ONLINE SURVEY

The KOA team will draft a Needs Assessment Survey to collect input from City residents and stakeholders regarding pedestrian infrastructure issues and needs throughout Maywood. KOA will work with the City to draft the bilingual (English and Spanish) survey in both electronic and hard copies for distribution.

Upon approval by the City, KOA will work with EA to distribute a minimum of 100 surveys to Maywood residents. The distribution will be based on several factors, mainly leveraging an existing stakeholder list developed by EA in coordination with the City. The stakeholder list will include community-based organizations, schools, civic and fraternal organizations, and other groups that are active within the City. Targeting such groups will be critical as their active networks will allow for a higher possibility of responses. An Action Timetable will be developed by the KOA team to strategize survey distribution and ensure success.

Although the preferred electronic method for survey distribution will ultimately be up to the City, KOA has experienced substantial success utilizing Typeform for electronic surveys, as it allows for more question types and allows for adaptive question formation based on responses.

Bilingual Typeform online survey KOA developed for the City of South Gate

During the entire survey-collection process, KOA staff will enter survey responses and provide an overall survey summary to the City. KOA will prepare graphics and tables to summarize the response.

WEBPAGE AND SOCIAL MEDIA PROGRAM

The KOA team will work with the City's webmaster to create a webpage to be added to the City's website. We will provide the design (consistent with the City's images), and text in English and Spanish. The webpage will be updated frequently by the KOA/EA team to ensure that elements are up to date. The KOA/EA team will also provide the City with content to share via its social media channels.

DELIVERABLES

Prepare Outreach and Engagement Plan, Put together advisory committee and prepare presentations to City Council and Planning Commission, Attend up to five (5) outreach events and prepare all logistical needs for each meeting, put together a virtual engagement strategy, laying out social media and website elements, in addition to an online survey. KOA will prepare an Event Summary Memo and a Virtual Engagement Memo.

TASK 3: INVENTORY AND ANALYSIS

3.1 DOCUMENT AND POLICY REVIEW

For the Plan to be both an effective policy document and a guide for implementing projects, KOA will take a holistic view of how programs, practices, and policies related to walking operate within the City and nearby communities. The initial step in assessing the current state of the City's bicycle programs and network is to review all available planning documents and regulatory frameworks to establish an understanding of the policies and priorities. KOA will review City planning document such as the General Plan, Circulation Element, zoning code, and other City-specific documents and other recent traffic or mobility studies affecting the study area.

The City of Maywood does not exist on an island and is centrally located in the Gateway Cities' regional transportation and network. As such, KOA will also conduct extensive research of current relevant documents for nearby jurisdictions that include their circulation elements and any existing or in-progress active transportation plans.

In addition to city-specific transportation plans and nearby jurisdiction plans, the KOA team will review regional plans, such as SCAG's Regional Transportation Plan, the Gateway Cities Strategic Transportation Plan, in addition to ongoing environmental studies for large projects, such as those for the I-710 Expansion project environmental impact report.

Upon review of these documents, KOA will provide recommendations of where any amendments are needed to facility pedestrian facility development and pedestrian-encouragement campaigns.

3.2 DATA COLLECTION

To establish a project baseline, KOA will collect various types of Project data, including:

- Bicycle, Pedestrian, and Traffic Counts
- Transit Data
- Collision Data

TRAFFIC COUNTS

To ensure counts are collected as accurately and efficiently as possible, the KOA team will contract with a professional counting company to collect bicycle/pedestrian counts at **15 strategic locations/intersections**. The locations would be recommended by the KOA team and approved the City. Upon receipt of the data, the KOA team will summarize the data and provide the City with documentation on the results, both in table and map form. These numbers will then be used to determine existing demand and project future demand because of project-related improvements and proposed facilities.

To better assess modal conflicts, KOA also recommends that traffic counts be collected at those same locations. By having the traffic counts, the KOA team will also be able to analyze existing traffic operations to establish baseline traffic conditions. Those counts will then be used to better understand how any bicycle-related facility improvements will affect traffic operations at those locations. This subtask will add immense value to the existing conditions and proposed facility analysis as it will allow the team to assess the overall feasibility of pedestrian-related improvements. KOA's staff will prepare a baseline Level-of-Service analysis and will also assess bicycle conditions by preparing a **Level of Traffic Stress (LTS) analysis**, where conditions faced by bicyclists will be quantified and measured to establish baseline conditions.

TRANSIT DATA (VALUE ADDED)

KOA will work with Metro to collect bus stop and bus route information. Metro's transit data is readily available via its Developer webpage.

In addition to acquiring stop and route information, the KOA team will also collect ridership data (boarding and alighting) to assess existing transit demand at bus stops throughout the City. This additional task will be critical for the KOA team to identify high activity locations and utilize that as a factor in prioritizing bicycle-facility improvements. Upon collection of this data, the KOA team will document existing transit demand with use of figures and graphs.

COLLISION DATA

The KOA team is well-versed in all types of collision data analysis. Having worked on numerous Active Transportation and Local Roadway Safety Plan projects, the KOA team is familiar in the required data search, analysis, and methods of addressing safety needs within the City.

Having conducted a preliminary pedestrian-related collision analysis, the KOA team will further coordinate with the City to collect and review the most up-to-date collision data available in the last five years from the Statewide Integrated Traffic Records System (SWITRS)

FIGURE 8
Bus Stops with Highest Transit Service Activity

Transit utilization map, by bus stop, prepared by KOA for the City of Bell Gardens

and develop the necessary graphics, tables, and figures to summarize collision characteristics. Upon collection of this data, KOA will then conduct an in-depth analysis to identify those collision factors and select the most appropriate countermeasures (Tasks 4 and 5).

3.3 EXISTING CONDITIONS

FIELD ASSESSMENT

For this task, KOA's team of in-house planners and engineers would conduct a visual assessment of select representative locations to collect roadway and bicycle facility measurements, street configurations, parking lanes, and the presence of bicycle facilities. KOA staff will also inventory pedestrian detection at signalized intersections and assess their availability, condition, and any other pedestrian amenities such as lighting, seating, ramp conditions.

At these select locations, KOA staff will also observe pedestrian and motorist behavior, user demographics, and their proximity and quality of access to community destinations and transit facilities.

KOA collect this information in a systematic way to categorize the collected data for those locations. A classification method, as decided by the City, can be developed to document the type of facility, its condition, and need for improvement. This will assist the KOA team in prioritizing pedestrian-related improvements.

LAND USE AND DEMOGRAPHIC INFORMATION

The KOA team will augment the field data by collecting various types of data, including information on existing and proposed land uses. Furthermore, our team will collect demographic and socio-economic information. This will lay out the baseline conditions from which the MATP will be founded on. A series of GIS-based maps will be prepared to effectively summarize the collected information. The maps will be presented to the City and at the second Advisory Committee meeting.

3.4 EXISTING CONDITIONS REPORT

Based on the findings from the previous subtasks under Task 3, the KOA team will prepare an Existing Conditions Report. The report will be prepared in memo format and will include documentation of traffic counts, collision information, field assessment, transit information, land use data, and demographic and socioeconomic information. It will also include a series of GIS maps.

DELIVERABLES

Review of relevant plans and studies, Active Transportation Counts at 15 locations, Existing conditions, maps, and Existing Conditions Report.

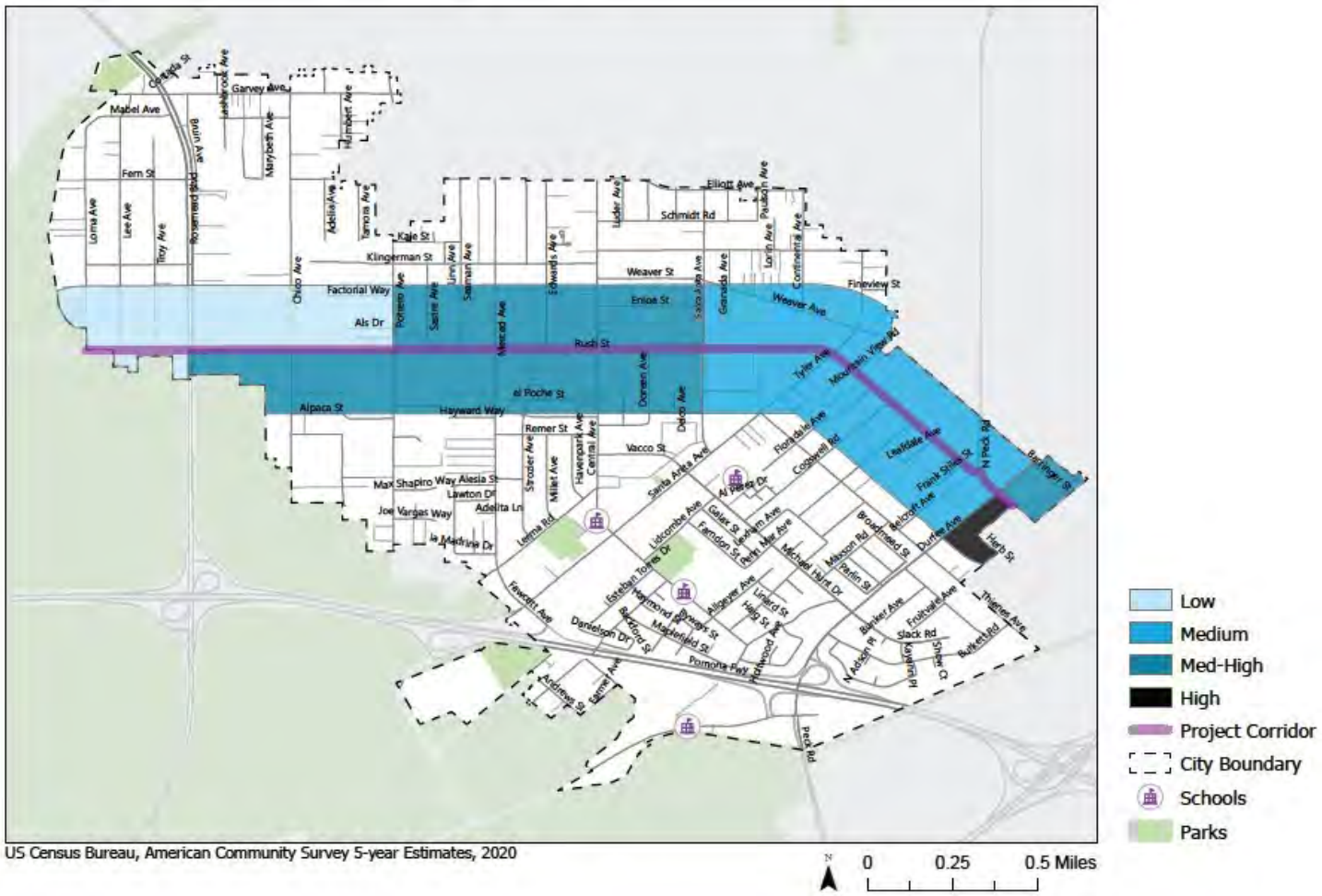
TASK 4: NEEDS ASSESSMENT

4.1 NEEDS ASSESSMENT

Based on the elements in Tasks 2 and Task 3, the KOA team will conduct a needs assessment analysis. The analysis will document all the data variables that were collected as part of those two tasks to assess the non-motorized needs in the City. As mentioned in Task 3, the KOA team will conduct various analyses to assess conditions in Maywood. This includes:

- Level of Service Analysis on various roadways and intersections to understand baseline conditions. Proposed network treatments will be compared to existing traffic conditions on areas where data was collected.
- Level of Traffic Stress (LTS) analysis to assess conditions for people on bicycles and determine baseline conditions

Figure 12. Median Household Income Map by Census Tract



South El Monte Median Household Income Map, prepared by KOA for an Existing Conditions Report as part of the Rush Street Corridor Enhancement Project

- Level of Comfort Analysis (LOC) to determine sidewalk and intersection level of comfort for people walking
- Collision Hot Spot Analysis which will determine types of collisions and propensity of occurrence along major intersections and roadways
- Activity Generator Assessment to determine where people are traveling to determine what the infrastructure needs are in those locations

The Needs Assessment will be conducted in close coordination with City staff and elements can be added to paint a full picture of condition in Maywood.

4.2 NEEDS ASSESSMENT REPORT

To document the various analyses in Task 4.1, the KOA team will prepare a Needs Assessment Report. The report will include a determination of the primary considerations that will be taken into account when developing the MATP and network recommendations.

DELIVERABLES

Needs Assessment Analysis and Needs Assessment Report

TASK 5: ACTIVE TRANSPORTATION NETWORK AND PROGRAMS

5.1 RECOMMENDED NETWORK AND PROGRAMS

Upon review of traffic count data, existing bicycle facilities and their conditions, and the results of the needs survey, in addition input received under Task 2, the KOA team will provide recommendations identifying the appropriate path of bicycle facilities for given streets, based on facility type, street characteristics, and nearby generators. KOA will also provide recommendations on pedestrian improvements with an emphasis on connections to transit and improving safety.

INTRACITY NETWORK

The KOA team will also assess network options and paths to destinations within the City. Activity generators such as schools, parks, commercial districts, and other job centers will be assessed first for the development of pedestrian facilities and improved connections.

INTERCITY NETWORK

Upon making connectivity recommendations for areas within the City, the KOA staff will then review pedestrian access networks to activity generators outside of the City. Destinations such as the Los Angeles River as well as adjacent destinations such commercial and job centers in Commerce, Bell, Vernon, and Huntington are some examples of areas that are accessible to Maywood's residents.

TRAFFIC REVIEW AND FIELD ASSESSMENT

Once draft network facilities are agreed upon with the City, the KOA team will conduct a field review of a select number of the proposed new or upgraded facility locations to ensure effectiveness and assess how any improvements in these locations will improve the non-motorized experience.

KOA staff will also prepare updated Level of Service (LOS), LTS, and LOC analyses to determine how the proposed facilities will affect vehicle operations along those 15 analyzed locations, as well as improve the conditions for non-motorized users.

ENGINEERING DESIGN GUIDANCE, CONCEPTUAL DESIGN, AND COST ESTIMATES

KOA's in-house engineering staff has extensive experience in proposing and designing bicycle and pedestrian facilities throughout Southern California. For this project, the KOA engineering team will work with the City and provide them with design guidance on Class I, Class II, Class III, and Class IV bicycle facilities; guidance will also be provided regarding pedestrian/sidewalk facilities and curb ramps.

Furthermore, for specifically difficult locations, the KOA engineering team will also develop **up to five (5) conceptual design plans** to assess feasibility and determine best alignment options. This strategy has served many of our clients well as these can be included with any grant applications and provide an effective mechanism to acquire funding for implementation. The City of Maywood can expect similar drawings at complex locations to illustrate how bicycle and pedestrian facilities can be accommodated properly.

WAYFINDING CONCEPTUAL SIGNAGE (VALUE ADDED)

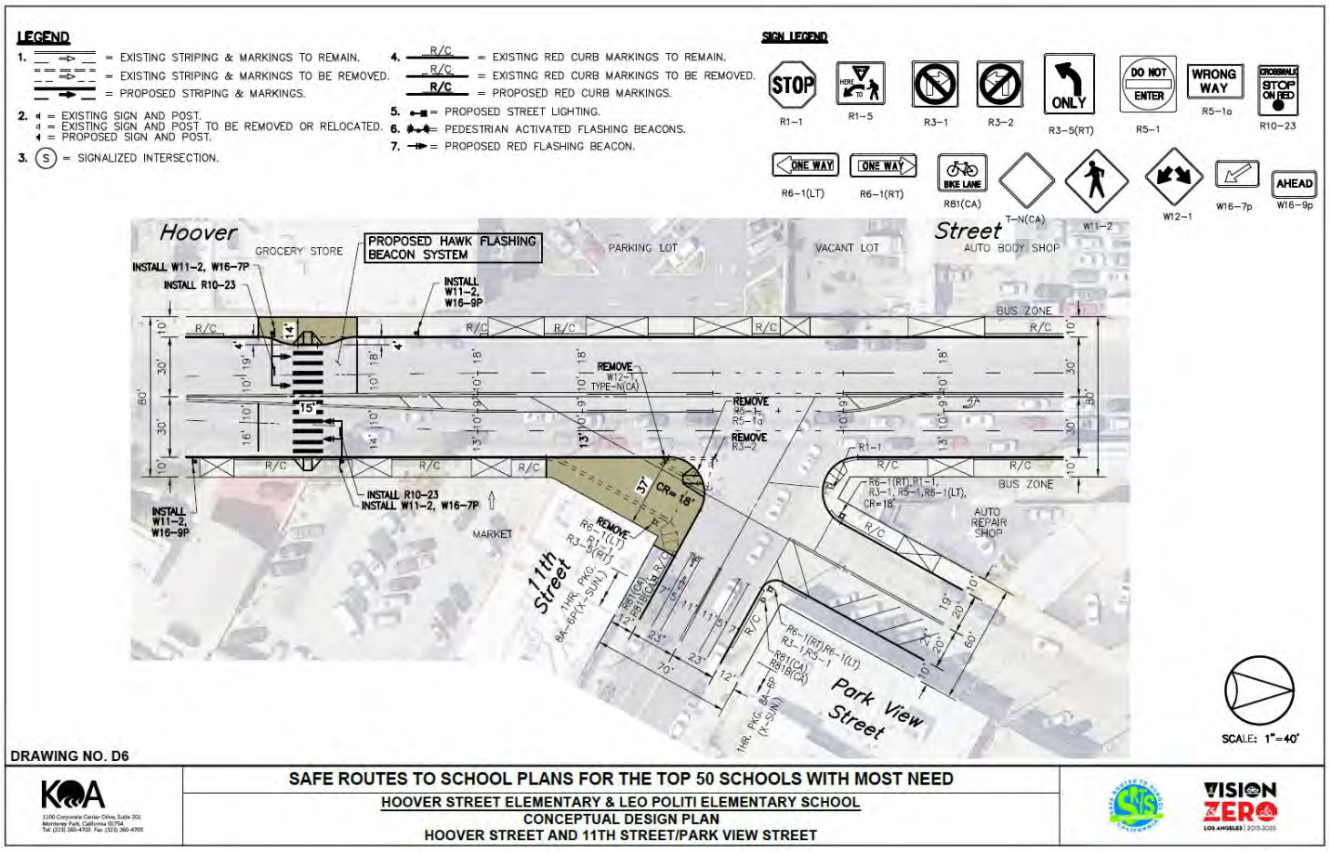
KOA's design staff will develop schematics of conceptual plans for wayfinding signage that will support the MATP. The MATP document will include a sub-section on wayfinding as well as sample design exhibits for public parking signs, directional signage of city amenities, pedestrian, bicycling, and hiking trail signs. This will be provided as a way for the City to conduct a full Wayfinding Plan in the future.

SAFETY AND ENCOURAGEMENT PROGRAM RECOMMENDATIONS

As part of the network infrastructure recommendations, our team will also provide the City with a set of educational program recommendations. The purpose of these will be to change the culture of safety in Maywood to one that values respect of non-motorized users and embraces active transportation. KOA will provide best practice recommendations for programs that can be implemented in schools, community centers, and other community-serving facilities.

5.2 PRIORITIZATION

After identifying bicycle and pedestrian facilities and conducting the appropriate feasibility analyses and field assessment, the KOA team will meet with the City to review recommendations and the best way to prioritize those improvements for implementation. The KOA team will propose prioritization criteria that will include closure of critical gaps, cost-effectiveness, and local/political community support, and so forth. KOA will work with the City to rank the importance of each item in the prioritization criteria and work to select the highest-ranking improvements.



KOA prepared this conceptual engineering plan for LADOT at a complex location to better visualize recommendation components and assess feasibility.

5.3 IMPLEMENTATION PLAN

FUNDING SOURCES

KOA will prepare a memo that identifies funding source opportunities, which will cover not just active transportation facility development and implementation, but also for urban greening, trail development, and recreational opportunities. KOA will develop a list of all relevant funding sources, anticipated funding cycle timeline, and minimum requirements, such as local match.

KOA will then match projects that are of highest priority with the most appropriate funding sources. We will lay out recommendations on which projects should be paired with a specific funding source.

Infographics will also be developed as part of this project to provide the City with easy-to-use resources as they get ready to submit for funding.

COST ESTIMATES

The KOA engineering team will also prepare itemized pedestrian-level cost estimates for pedestrian and bicycle facilities and associated amenities. These estimates will be based on industry standard methodologies that will be tailored to these facilities.

IMPLEMENTATION PLAN

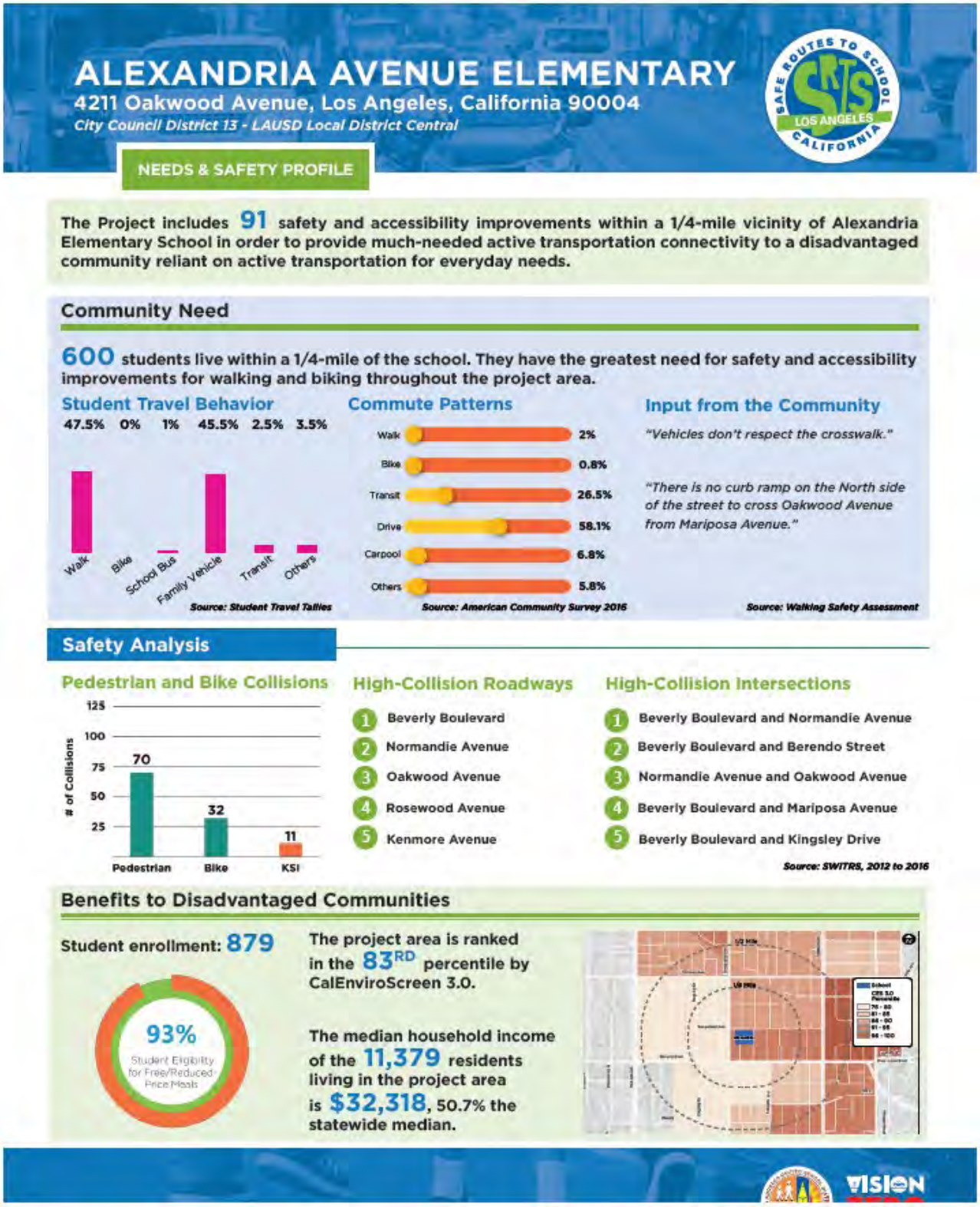
Upon considering project prioritization, cost estimates, and funding opportunities, the KOA team will prepare an implementation plan which will lay out the appropriate timing of the various projects included as part of the MATP. In past projects, KOA has categorized proposed improvements in citywide plans by corridors. For example, for this project, bicycle and pedestrian treatments along Slauson Avenue or Heliotrope Avenue can be combined and categorized as a standalone corridor project. In doing so, it will make it easier for the City to pursue funds as part of a singular corridor project. Furthermore, it will allow for a phased implementation program that can be completed

PROJECT TYPE	LOCATION	CROSS STREETS/LIMITS	DESCRIPTION	STREET	UNIT	UNIT COST	QUAN	TOTAL	ASSUMPTIONS/COMMENTS
Continental Crosswalk (Residential)	AGRA ST	COLMAR AVE	upgrade all legs	LOCAL STREET	EA	$ 1,000.00	4	$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.
Continental Crosswalk (Residential)	AGRA ST	JABONERIA RD	upgrade all legs	LOCAL STREET	EA	$ 1,000.00	4	$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.
Curb Extension	AGRA ST	COLMAR AVE	on southwest and northeast corners	LOCAL STREET	Corner	$ 95,000.00	2	$ 190,000.00	1. Includes demolition and construciton of curb extension.
Signage	AGRA ST	COLMAR AVE	Stop Sign Reinstallation SW & NE corners	LOCAL STREET	EA	$ 500.00	2	$ 1,000.00	
Curb Extension	AGRA ST	JABONERIA RD	on the southwest and northeast corners	LOCAL STREET	Corner	$ 95,000.00	2	$ 190,000.00	1. Includes demolition and construciton of curb extension.
Signage	AGRA ST	JABONERIA RD	Stop Sign Reinstallation SW & NE corners	LOCAL STREET	EA	$ 500.00	2	$ 1,000.00	
Mini Traffic Circle (Residential)	AGRA ST	EL SELINDA AVE	Mini Traffic Circle	LOCAL STREET	EA	$ 82,000.00	1	$ 82,000.00	1. Includes demolition and construction of traffic circle.2. Mini traffi
Signage	AGRA ST	EL SELINDA AVE	At traffic circle	LOCAL STREET	EA	$ 500.00	4	$ 2,000.00	
Raised Intersection	AGRA ST	COLMAR AVE		LOCAL STREET	LS	$ 144,610.00	1	$ 144,610.00	1. Assuming an intersection with all legs 40' from curb to curb
Raised Intersection	AGRA ST	JABONERIA RD		LOCAL STREET	LS	$ 144,610.00	1	$ 144,610.00	1. Assuming an intersection with all legs 40' from curb to curb
Diverter Cost (Specht Ave & Gage Ave)	AJAX AVE	GAGE AVE	median refuge/traffic diverter in the center of intersection; replace existing beacons with HAWK signals	LOCAL STREET	LS	$ 88,899.00	1	$ 88,899.00	1. Assuming an intersection like Gage Ave & Specht Ave 2) Includes
Continental Crosswalk (Residential)	AJAX AVE	GAGE AVE	north & south legs	LOCAL STREET	EA	$ 1,000.00	2	$ 2,000.00	1. Cost of continental crosswalk is per intersection leg only.
Pavement Markings	AJAX AVE	GAGE AVE	Standard turn arrow	LOCAL STREET	SF	$ 3.00	30	$ 90.00	
Pavement Markings	AJAX AVE	GAGE AVE	"ONLY"	LOCAL STREET	SF	$ 3.00	44	$ 132.00	
Bike Sharrow Pavement Marking	AJAX AVE	GAGE AVE		LOCAL STREET	SF	$ 46.00	6	$ 276.00	
Continental Crosswalk (Residential)	AJAX AVE	LOVELAND ST	on all legs	LOCAL STREET	EA	$ 1,000.00	4	$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.
Mini Traffic Circle (Residential)	AJAX AVE	LUBEC ST	center of intersection	LOCAL STREET	EA	$ 82,000.00	1	$ 82,000.00	1. Includes demolition and construction of traffic circle.2. Mini traffi
Signage	AJAX AVE	LUBEC ST	At traffic circle	LOCAL STREET	EA	$ 500.00	4	$ 2,000.00	
Speed Humps	AJAX AVE	LUBEC ST - LUDELL ST	throughout corridor	LOCAL STREET	EA	$ 9,973.00	2	$ 19,946.00	1. Includes demo and construction of existing pavement section wit
Continental Crosswalk (Residential)	AJAX AVE	FLORENCE AVE	on the north leg	LOCAL STREET	EA	$ 1,000.00	1	$ 1,000.00	1. Cost of continental crosswalk is per intersection leg only.
Continental Crosswalk (Arterial)	AJAX AVE	FLORENCE AVE	on the east leg	LOCAL STREET	EA	$ 2,000.00	1	$ 2,000.00	
Curb Extension at Signalized Intersection	AJAX AVE	FLORENCE AVE	at the northeast corner into Ajax Ave	LOCAL STREET	Corner	$ 192,000.00	1	$ 192,000.00	1. Includes demolition and construciton of curb extension.2. Signal
Signal Timing	AJAX AVE	FLORENCE AVE	Leading Pedestrian Interval	LOCAL STREET	LS	$ 4,000.00	1	$ 4,000.00	
Striping	CLARA ST	WEST - EAST CITY LIMIT	Edgeline Treatment on both sides	COLLECTOR STREET	Mile	$ 10,560.00	2.71	$ 28,617.60	1. Length of street is 7180 ft
Bike Sharrow Pavement Marking	CLARA ST	WEST - EAST CITY LIMIT	Edgeline Treatment on both sides	COLLECTOR STREET	SF	$ 46.00	22	$ 1,012.00	
Signage	CLARA ST	WEST - EAST CITY LIMIT		COLLECTOR STREET	EA	$ 500.00	23	$ 11,500.00	
Continental Crosswalk (Residential)	COLMAR AVE	GAGE AVE	upgrade north and south legs	LOCAL STREET	EA	$ 1,000.00	2	$ 2,000.00	1. Cost of continental crosswalk is per intersection leg only.
Continental Crosswalk (Arterial)	COLMAR AVE	GAGE AVE	upgrade west and east legs	LOCAL STREET	EA	$ 2,000.00	2	$ 4,000.00	
Continental Crosswalk (Residential)	COLMAR AVE	LOVELAND ST	upgrade all legs	LOCAL STREET	EA	$ 1,000.00	4	$ 4,000.00	1. Cost of continental crosswalk is per intersection leg only.

Cost estimates prepared for the City of Bell Gardens Complete Streets Plan.

Category	Criteria	Description	Measured by	Score	Category Score
Network	System-wide significance	Quantifies the impact of pedestrian and bicycling infrastructure improvements proposed that close gaps and extend existing features	Number of times a corridor intersects with another corridor in the proposed network	1 to 10*	10
Need	Safety	Addresses accident clusters, high volume locations or poor existing conditions and potential safety hazards for those walking and bicycling	Number of pedestrian- and bicycle-involved collisions within an 100' buffer of the corridor (5 yr TIMS); normalized.	1 to 10*	30
	Active Transportation to Work	Quantifies the number of people who use the bus or trolley to work, 200 feet from corridor; normalized.	Number of people who walk, bike, or ride the public transit to work.	1 to 5	
	Population Density	Quantifies the number of people living within 200 feet from each corridor.	Number of people living within each identified corridor.	1 to 5	
	Employment Density	Quantifies the number of people working within 200 feet from each corridor.	Number of people working within each identified corridor.	1 to 5	
	Number of Attractors	Number of activity centers/destinations for pedestrian and bicycle access such as retail, schools, parks, and public services within 0.25 mile of each corridor	Total number of attractors within each corridor	1 to 5	
Equity	Disadvantaged Community	Using the CalEnviroScreen 3.0 to gauge disadvantaged communities	CalEnviroScreen 3.0 % Score	1 to 5	15
	Median Household Income	Median household income to gauge economic resources available	Median household income by Census Block Group	1 to 5	
	Vehicle Ownership	Vehicle ownership within the tracts that the schools along the corridor represent.	Number of households with one vehicle or less.	1 to 5	
Feasibility and Support	Cost	Ability to maximize safety and mobility benefits relative to the total project cost.	Project cost estimates	1 to 10*	15
	Community Support	The project has shown diverse (e.g. broad) community support previously or during project.	Presence Surveys	1 to 5	
Total Score					70

Project Prioritization strategy developed for the City of Bell Gardens Complete Streets Plan.



Grant-Ready Funding Infographic prepared by KOA for the City of LA as part of an ATP Grant Application

over a set of years.
The KOA team will work with the City staff to lay out the implementation strategy that best meets the financial and capital improvement capacity that the City has. In doing so, the implementation plan will be tailored to the City to ensure it accurately meets its needs.

GENERAL PLAN COMPLIANCE

As part of the project-development process, KOA will work with the City to implement recommendations from the MATP that require updates to the City's General Plan document.

DELIVERABLES

Recommended MATP projects, recommended programs list, prioritization analysis, implementation plan, including cost estimates, engineering drawings, and general plan compliance.

TASK 6: ACTIVE TRANSPORTATION PLAN

6.1 ADMINISTRATIVE DRAFT PLAN

The KOA team will prepare a draft plan that will be presented for comment by City staff. The draft plan will document all components as laid out in Tasks 2-5, and include the following chapters/components:

- Existing Plan and Review
- Demographics of Walking and Biking
- Pedestrian and Bicycle Crash Data
- Regional Pedestrian and Bicycle Network Update, as appropriate
- Available Funding Report
- Health and Active Transportation Snapshot
- Benefits of Active Transportation Report
- An Americans with Disabilities Act (ADA) Transportation Infrastructure chapter. (This is not to create a transition plan but to highlight issues, requirements, and opportunities for local and regional cooperation.)
- A Pedestrian Plan chapter identifying and prioritizing pedestrian needs including multi-use recreational trails.
- A Bicycle Facilities chapter that updates and focuses on new route priorities given the competitive requirements of the Active Transportation Program.
- A Safe Routes to School chapter.
- A chapter defining performance measures and the top ten (or fewer) priority unfunded projects that address the Active Transportation Program.

6.2 DRAFT PLAN

KOA will receive comments on the first version of the MATP and will incorporate all comments received. The Draft Plan under this subtask will then be presented for final comment and feedback from the City, Caltrans, City Council, Planning Commission and the community at-large. KOA will be prepared to present at both Planning and Transportation Commissions.

6.3 FINAL PLAN

Based on comments on the Draft Plan, a Final MATP will be developed and made publicly available.

6.4 PLAN ADOPTION

The final MATP will be presented to City Council for adoption.

DELIVERABLES

Administrative Draft Plan, Draft Plan with presentations to Planning Commission and Transportation Commission; Final Plan and presentation to City Council for adoption.

TASK 7: FISCAL MANAGEMENT

(No Anticipated Tasks for KOA Team)

DETAILED PROJECT SCHEDULE

PROPOSED SCHEDULE	2022					2023							
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
TASK 1: PROJECT COORDINATION AND MEETINGS													
1.1 Kick-Off Meeting	●												
1.2 Monthly Reporting and Invoicing	■	■	■	■	■	■	■	■	■	■	■	■	■
1.3 Regular Project Management Meetings	■	■	■	■	■	■	■	■	■	■	■	■	■
1.4 Project Closeout and Debriefing													●
TASK 2: COMMUNITY ENGAGEMENT													
2.1 Outreach and Engagement Plan	■	●											
2.2 Advisory Committee, Council, and Commission Meetings			●					●				●	
2.3 Community Workshops (5)				●		●		●		●		●	
2.4 Online Survey, Webpage, and Social Media Program		■	■	■	■	■	■	■	■	■	■	■	
TASK 3: INVENTORY AND ANALYSIS													
3.1 Document and Policy Review	■	●											
3.2 Data Collection		●											
3.3 Existing Conditions	■	■	●										
3.4 Existing Conditions Report			●										
TASK 4: NEEDS ASSESSMENT													
4.1 Needs Assessment				■	■	■							
4.2 Needs Assessment Report							●						
TASK 5: ACTIVE TRANSPORTATION NETWORK AND PROGRAMS													
5.1 Recommended Network and Programs							■	■	■				
5.2 Prioritization									■	■			
5.3 Implementation Plan										■	●		
TASK 6: ACTIVE TRANSPORTATION PLAN													
6.1 Administrative Plan										■	■	●	
6.2 Draft Plan												●	
6.3 Final Plan												■	●
6.4 Plan Adoption													●

■ ● *Meeting/Deliverable*

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1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703

ORANGE COUNTY OFFICE
2141 W. Orangewood Avenue
Orange, CA 92868
(714) 573-0317

INLAND EMPIRE OFFICE
3190 Shelby Street, Bldg C.
Ontario, CA 91764
(909) 890-9693

SAN DIEGO OFFICE
5095 Murphy Canyon Road, Suite 330
San Diego, CA 92123
(619) 683-2933

COACHELLA VALLEY OFFICE
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La Quinta, CA 92253
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WESTSIDE OFFICE
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Culver City, CA 90230
(310) 473-6508

EXHIBIT B

COMPENSATION

PROPOSAL

PREPARE MAYWOOD ACTIVE TRANSPORTATION PLAN

CITY OF MAYWOOD

COST PROPOSAL

JULY 27, 2022

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultants

Consultant: KOA Corporation

Project No.: N/A Contract No.: N/A Date: 7/27/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-In-Charge	Min Zhou	4	$107.10	$ 428.40
Project Manager	Carlos Velasquez	162	$70.00	$ 11,340.00
Senior Planner	Michael Nilsson	24	$72.12	$ 1,730.88
Senior Engineer	Giuseppe Canzonieri	16	$74.20	$ 1,187.20
Senior Principal Engineer	Walter Okitsu	28	$87.50	$ 2,450.00
Senior Principal Planner	Joel Falter	24	$53.00	$ 1,272.00
Senior Associate Planner	Jonathan Raspa	68	$50.96	$ 3,465.28
Senior Associate Engineer	Glenn Evangelista	0	$48.08	$ -
Associate Planner	Varies	796	$37.00	$ 29,452.00
Associate Engineer	Varies	72	$36.00	$ 2,592.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 53,917.76

b) Anticipated Salary Increases (see page 2 for calculation) $3,504.65

c) **TOTAL DIRECT LABOR COSTS [**(a) + (b)] $ 57,422.41

INDIRECT COSTS

d) Fringe Benefits Rate: 41.85% e) Total Fringe Benefits [(c) x (d)] $ 24,031.28

f) Overhead Rate: 29.19% g) Overhead [(c) x (f)] $16,761.60

h) General and Administrative Rate: 69.88% i) Gen & Admin [(c) x (h)] $40,126.78

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 80,919.67

FEE (Profit)

Rate: 10.00% k) **TOTAL FIXED PROFIT [**[(c) + (j)] x Fee Rate %] $ 13,834.21

CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZED (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Mileage	1	-	-	$ 450.00
Traffic Counts	1	-	-	$ 5,500.00

l) **TOTAL OTHER DIRECT COSTS** $ 5,950.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Estolano Advisors $ 65,871.86

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) **TOTAL SUBCONSULTANTS' COSTS** $ 65,871.86

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTATNS** [(l) + (m)] $ 71,821.86

TOTAL COST [(c) + (j) + (k) + (n)] $ 223,998.15

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be markedwith two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant KOA Corporation Contract No. N/A Date 7/27/2022

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**1 Year Contract Duration**
$ 53,917.76	/	1194	=	$45.16	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$45.16	+	6.5%	=	$48.09	Year 2 Avg Hourly Rate
Year 2	$48.09	+		=	$48.09	Year 3 Avg Hourly Rate
Year 3	$48.09	+		=	$48.09	Year 4 Avg Hourly Rate
Year 4	$48.09	+		=	$48.09	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1194	=	1194	Estimated Hours Year 1
Year 2		*	1194	=	0	Estimated Hours Year 2
Year 3		*	1194	=	0	Estimated Hours Year 3
Year 4		*	1194	=	0	Estimated Hours Year 4
Total	100%		Total	=	1194	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Year	
Year 1	$48.09	*	1194	=	$57,422.41	Estimated Hours Year 1
Year 2	$48.09	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$48.09	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$48.09	*	0	=	$0.00	Estimated Hours Year 4

Total Direct Labor Cost with Escalation	=	$57,422.41	
Direct Labor Subtotal before escalation	=	$53,917.76	
Estimated total of Direct Labor Salary Increase	=	**$3,504.65**	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: JUAN Gutierrez Title *: CFO $ 0.00

Signature: Date of Certification (mm/dd/yyyy): 6/21/22

Email: jgutierrez@kda corp. Phone Number: (323) 728-5924

Address: 1100 Corporate center Dr #201 Monterey Park, CA 91754

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ENGINEERING and PLANNING SERVICES

Maywood Active Transportation Plan - KOA Team Budget, By Task (7/27/2022)

Task	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PLANNER	SENIOR ENGINEER	SENIOR PRINCIPAL ENGINEER	SENIOR PRINCIPAL PLANNER	SENIOR ASSOCIATE PLANNER	SENIOR ASSOCIATE ENGINEER	ASSOCIATE PLANNER	ASSOCIATE ENGINEER	TOTAL HOURS	OTHER DIRECT COSTS (TRAVEL AND MATERIALS)	KOA TOTAL	ESTOLANO ADVISORS	TEAM TOTAL
	$302.28	$197.57	$203.55	$209.42	$246.96	$149.59	$143.83	$135.70	$104.43	$101.61					
Task 1: Project Coordination and Meetings															
1.1 Kick-Off Meeting		2							4		6	$50.00	$862.84	$4,997.00	$5,859.84
1.2 Monthly Reporting and Invoicing		8									8		$1,580.53		$1,580.53
1.3 Regular Project Management Meetings		16							12		28	$100.00	$4,514.20		$4,514.20
1.4 Project Closeout and Debriefing		2							4		6		$812.84		$812.84
Task Subtotal	0	28	0	0	0	0	0	0	20	0	48	$150.00	$7,770.42	$4,997.00	$12,767.42
Task 2: Community Engagement															
2.1 Outreach and Engagement Plan	2	4	4						16		26		$3,879.87	$8,328.34	$12,208.21
2.2 Advisory Committee, Council, and Commission Meetings		16							32			$100.00	$6,602.76	$8,328.33	$14,931.09
2.3 Community Workshops (5)		24							48			$100.00	$9,854.14	$31,725.69	$41,579.83
2.4 Online Survey, Webpage, and Social Media Program		4							32		36	$50.00	$4,181.96	$10,271.61	$14,453.57
Task Subtotal	2	48	4	0	0	0	0	0	128	0	62	$250.00	$24,518.72	$58,653.97	$83,172.69
Task 3: Inventory and Analysis															
3.1 Document and Policy Review		2							40		42		$4,572.25		$4,572.25
3.2 Data Collection		4							80		84	$5,500.00	$14,644.50		$14,644.50
3.3 Existing Conditions		4					8		120	16	148		$16,097.94		$16,097.94
3.4 Existing Conditions Report		8							80		88		$9,934.77		$9,934.77
Task Subtotal	0	18	0	0	0	0	8	0	320	16	362	$5,500.00	$45,249.47	$0.00	$45,249.47
Task 4: Needs Assessment															
4.1 Needs Assessment		8		4			8		80	8	108		$12,735.92		$12,735.92
4.2 Needs Assessment Report		4		4			16		40		64		$8,106.32		$8,106.32
Task Subtotal	0	12	0	8	0	0	24	0	120	8	172	$0.00	$20,842.24	$0.00	$20,842.24
Task 5: Active Transportation Network and Programs															
5.1 Recommended Network and Programs		8	4		24		8		32		76		$12,814.05		$12,814.05
5.2 Prioritization		12		4			8		32	24	80		$10,139.34		$10,139.34
5.3 Implementation Plan		12		4	4		8		48		76		$10,359.48		$10,359.48
Task Subtotal	0	32	4	8	28	0	24	0	112	24	232	$0.00	$33,312.86	$0.00	$33,312.86
Task 6: Active Transportation Plan															
6.1 Administrative Plan	2	8	8			16	8		40	24			$13,973.14	$2,220.89	$16,194.03
6.2 Draft Plan		4	4			4	4		32				$6,119.82		$6,119.82
6.3 Final Plan		8	4			4			18				$4,872.78		$4,872.78
6.4 Plan Adoption		4							6			$50.00	$1,466.83		$1,466.83
Task Subtotal	2	24	16	0	0	24	12	0	96	24	0	$50.00	$26,432.57	$2,220.89	$28,653.46
Grand Total	**4**	**162**	**24**	**16**	**28**	**24**	**68**	**0**	**796**	**72**	**876**	**$5,950.00**	**$158,126.29**	**$65,871.86**	**$223,998.15**

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: KOA Corporation

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 140.92 % and Field Office Rate (if applicable) 96.67 %

Facilities Capital Cost of Money 1.70 % (if applicable)

Fiscal period * January 01, 2020 - December 31, 2020

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 34,303,068 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 3.
- Years of consultant's experience with 48 CFR Part 31 is 31.
- Audit history of the consultant's current and prior years (if applicable)
  - ☑ Cognizant ICR Audit
  - ☑ Local Gov't ICR Audit
  - ☑ Caltrans ICR Audit
  - ☑ CPA ICR Audit
  - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Juan Gutierrez, CMA
Title**: Chief Financial Officer
Signature:
Date of Certification (mm/dd/yyyy): 06/21/2022
Email**: jgutierrez@koacorp.com
Phone Number**: 323-260-4703

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Reset Form

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant x Subconsultant ☐ 2nd Tier Subconsultant

Consultant Estolano Advisors

Project No. _____ Contract No. _____ Date July 27, 2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard France		$60.09	$2,043.06
Sr. Analyst/Associate	Riley O'Brien		$40.87	$3,514.82
Associate			$36.06	$4,615.68
Research Analyst			$27.00	$3,321.00

LABOR COSTS

a) Subtotal Direct Labor Costs $13,494.56

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $13,494.56

INDIRECT COSTS

d) Fringe Benefits (Rate: 62.04%) e) Total Fringe Benefits [(c) x (d)] $8,372.03

f) Overhead (Rate: 22.68%) g) Overhead [(c) x (f)] $3,060.57

h) General and Administrative (Rate: 162.20%) i) Gen & Admin [(c) x (h)] $21,888.18

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $33,320.77

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee [10.00%] $4,681.53

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
CBO Fees (assuming 125 hours for five events at $125/hr.)	125	hours	$115	$14,375.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00

l) TOTAL OTHER DIRECT COSTS $ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) TOTAL SUBCONSULTANTS' COSTS $ 0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $14,375.00

TOTAL COST [(c) + (j) + (k) + (n)] $65,871.86

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$250,000.00	500	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
   (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Cecilia V. Estolano	Title *:	CEO $ 0.00
Signature :	[redacted]	Date of Certification (mm/dd/yyyy):	7/27/22
Email:	cecilia@estolanoadvisors.com	Phone Number:	213-612-4545
Address:	801 S. Grand Av., Suite 200, Los Angeles, CA 90017		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Outreach and Engagement, Transportation Planning

Estolano
ADVISORS

Estolano Advisors
Statement of Direct Labor, Fringe Benefits, Overhead and General Administration
Year Ended December 31, 2019
with Report of Independent Auditors

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RSM US Alliance
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Vasquez & Company LLP
Certified Public Accountants and Business Consultants

Estolano Advisors
Statement of Direct Labor, Fringe Benefits, Overhead and General Administration
Year Ended December 31, 2019
with Report of Independent Auditors

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Vasquez & Company LLP
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OFFICE LOCATIONS:
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Manila

Report of Independent Auditors on the Statement of Direct Labor, Fringe Benefits, Overhead and General Administration

The Board of Directors
Estolano Advisors
Los Angeles, California

Report on the Statement

We have audited the accompanying Statement of Direct Labor, Fringe Benefits, Overhead and General Administration (the Statement) of Estolano Advisors (the Company) for the year ended December 31, 2019, and the related notes to the Statement.

Management's Responsibility for the Statement

Management is responsible for the preparation and fair presentation of the Statement in accordance with the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR). Management is also responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the Statement that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the Statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the financial audit standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the American Association of State Highway and Transportation Officials (AASHTO) 2016 Uniform Audit and Accounting Guide. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statement is free from material misstatement.

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

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

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Opinion

In our opinion, the Statement referred to above, presents fairly, in all material respects, the direct labor, fringe benefits, overhead and general administration of Estolano Advisors for the year ended December 31, 2019, on the basis of accounting described in Note 2.

Basis of Accounting

We draw attention to Note 2, which describes the basis of accounting. As described in Note 2, the accompanying Statement was prepared by the Company on the basis of accounting prescribed by Part 31 of the Federal Acquisition Regulation, which is the basis of accounting other than accounting principles generally accepted in the Unites States of America. Our opinion is not modified with respect to this matter.

Restriction on Use

This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing FAR cost principles and is not intended and should not be used by anyone other than these specified parties.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have issued a report dated November 25, 2020 on our consideration of the Company's internal controls over financial reporting as it relates to the Statement and on our tests of its compliance with certain provisions of laws, regulations, and contracts, including provisions of the applicable sections of FAR Part 31. The purpose of that report is solely to describe the scope of our testing of internal controls over financial reporting and compliance and the results of the testing, not to provide an opinion on the effectiveness of the Company's internal controls over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal controls over financial reporting and compliance.

Vasquez & Company LLP

Glendale, California
November 25, 2020

Estolano Advisors
Statement of Direct Labor, Fringe Benefits, Overhead and General Administration
Year ended December 31, 2019

Description	Primary FAR Reference for Unallowable Costs	Total Costs	Unallowable/ Adjustments to Costs*	Allowable Costs	% to Direct Labor
DIRECT LABOR		$ 494,880	$ -	$ 494,880	100.00%
FRINGE BENEFITS					
Indirect Labor - Holiday/Sick/Vacation		113,769	-	113,769	
Payroll Taxes		88,437	-	88,437	
Health Benefits	FAR 31.205-19	71,699	(19)	71,680	
Bonuses	FAR 31.205-6(f)(1)	2,000	(2,000)	-	
401K Safe Harbour Contributions		33,144	-	33,144	
Total Fringe Benefits		309,049	(2,019)	307,030	62.04%
OVERHEAD					
Rent-Office		67,240	-	67,240	
Office Supplies		8,486	-	8,486	
Computer Expenses		9,010	-	9,010	
Printing and Reproduction		4,058	-	4,058	
Outside Services		187	-	187	
Utilities		2,088	-	2,088	
Telephone		6,355	-	6,355	
Travel		8,751	-	8,751	
Payroll Service Fee		6,068	-	6,068	
Total Overhead		112,243	-	112,243	22.68%
GENERAL ADMINISTRATION					
Non-Project Labor		487,046	-	487,046	
Legal and Professional	FAR 31.205-27(a)	121,272	(13,840)	107,432	
Travel	FAR 31.205-51	19,516	(501)	19,014	
Automobile Expense	FAR 31.205-6(m)(2)	9,269	(9,146)	123	
Bank and Misc Service Charges	FAR 31.205-20	698	(37)	661	
Meals	FAR 31.205-14, 22 & 51	8,123	(5,022)	3,101	
Computer & Network Administration		11,062	-	11,062	
Dues and Subscriptions	FAR 31.205-1(f)(7)	12,376	(1,500)	10,876	
Event Sponsorships	FAR 31.205-1 & 8	8,418	(8,418)	-	
Insurance		19,783	-	19,783	
Office Supplies and Expenses		20,462	-	20,462	
Printing and Reproduction		4,700	-	4,700	
Professional Development	FAR 31.205-51	7,503	(583)	6,919	
Payroll Service Fee		7,450	-	7,450	
Rent		82,553	-	82,553	
Utilities		2,564	-	2,564	
Telephone		7,802	-	7,802	
Taxes/Fees/Licenses		11,158	-	11,158	
Interest	FAR 31.205-20	2,852	(2,852)	-	
Total General Administration		844,607	(41,899)	802,708	162.20%
TOTAL FRINGE BENEFITS, OVERHEAD AND GENERAL ADMINISTRATION		**$ 1,265,899**	**$ (43,918)**	**$ 1,221,981**	**246.92%**

** Refer to Schedule I for additional information on disallowed expenses.*

See Notes to the Statement of Direct Labor, Fringe Benefits, Overhead and General Administration

NOTE 1 COMPANY BACKGROUND

Estolano Advisors (the Company) was formed in 2011 and converted to an S Corporation in 2015 to provide professional consulting services. The Company helps clients build better communities and provides fresh solutions to complex problems with its expertise in housing, workforce and economic development, sustainability, transportation, and community engagement.

Approximately 77% of current year revenues were generated from projects provided by local government agencies.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company prepares its overhead schedules, which support the Statement of Direct Labor, Fringe Benefits, Overhead and General Administration (the Statement), based on accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) codified under Chapter 1 of Title 48 of the code of Federal Regulations. Accordingly, the above-mentioned Statement is not intended to, or purport to, present the total expenses of the Company nor the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

Project Cost System

The Company presently maintains a manual job cost schedule to monitor the accumulation of costs incurred under its contracts. Each project is assigned a unique number so that costs may be segregated and accumulated in the Company's job cost schedule. Direct costs are not included in the overhead pool. The Company considers a cost to be an indirect cost if it is not directly identified with a particular project or contract.

Overhead Rate Structure

The Company has one reporting unit. The Company generates a company-wide income statement detailing the direct expenses, fringe benefits and operating expenses. It calculates an overhead rate based on the total actual fringe benefits and indirect costs for the period divided by the total direct labor cost for the period. Indirect costs are charged to the general overhead and then allocated to each project.

Direct labor base includes all salaries and wages and overtime pay specifically identified with a project except compensated personal absences.

Cost Estimation Process

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with its policies for the accumulation and reporting of costs under its job order cost accounting process.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Project Labor and Overtime
Labor hours are charged to cost objectives at actual hourly rates.

Overtime costs are incurred in meeting certain deadlines or contract requirements. Hourly employees that work overtime are compensated at time and a half or double time depending on the number of hours worked.

Vacation and Sick Leave Benefits
Regular and full-time employees are eligible for vacation time-off benefits which may be used for time away from work for rest, relaxation or any personal reason. Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work at their current rate of pay.

The Company also provides paid sick leave to full-time regular and part-time benefited employees. Unused sick leave is carried forward to the following year up to a maximum of 20 days. Any unused sick days are not paid upon termination of employment.

Non-salary Direct Expenses
The following non-salary direct expenses are charged directly to contracts and are segregated and accumulated using unique project numbers: materials, outside services, travel, insurance, business meals, freight, equipment leases and license fees. These non-salary direct expenses are not shown in the Statement since they are not part of the indirect cost rate calculation.

Depreciation
Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the general overhead cost pool. The provision for depreciation in the general overhead pool is computed using the straight-line method over the asset's estimated useful lives, which is consistent with the amount reported for financial accounting purposes.

Upon the retirement of assets, any loss is charged to overhead and any gain is deducted up to the amount of depreciation previously recognized.

NOTE 3 EXECUTIVE COMPENSATION

The Company performed an analysis of executive compensation in accordance with Chapter 7 of the *American Association of State Highway and Transportation Officials (AASHTO) Audit Guide*. The analysis included an examination of the activities performed by Company executives, and the forms of compensation paid to executives. The analysis also included an evaluation of compensation reasonableness as described in *AASHTO Audit Guide* section 7.5, using information from the 2019 National Compensation Matrix Tool. As a result of the analysis of the executive compensation reasonableness, no amount of executive compensation was disallowed.

NOTE 4 RETIREMENT PLAN

The Company sponsors a discretionary 401(k) Plan (the Plan) which meets the requirement of FAR 31.205.06(j). Under the program, the Company provides a matching contribution of up to 3% of the eligible employees' gross salary as additional contribution to the Plan.

Employer contributions for the year ended December 31, 2019 amounted to $33,144.

NOTE 5 SUMMARY – OVERHEAD RATE

The following tabulation summarizes the allowable overhead rate incurred by the Company for the year ended December 31, 2019. All costs are allocated based on Direct Labor cost.

Description	
Fringe Benefit Rate	62.04%
Overhead Rate	22.68%
General Administration	162.20%
Total Rate	246.92%

NOTE 6 SUBSEQUENT EVENTS

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries. To date, it is unknown how long these conditions will last and what the complete financial effect will be to the Company. Management believes that the financial impact, if any, will not materially affect the December 31, 2019 Statement.

The Company has evaluated events or transactions that occurred subsequent to the Statement date through November 25, 2020, the date the accompanying Statement was available to be issued, for potential recognition or disclosure in the Statement and determined no other subsequent events require disclosure or adjustment to the accompanying Statement.

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Certified Public Accountants and Business Consultants

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Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Statement of Direct Labor, Fringe Benefits, Overhead and General Administration Performed in Accordance with *Government Auditing Standards*

The Board of Directors
Estolano Advisors

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the American Association of State Highway and Transportation Officials (AASHTO) 2016 Uniform Audit and Accounting Guide, the Statement of Direct Labor, Fringe Benefits and General Overhead (the Statement) of Estolano Advisors (the Company) for the year ended December 31, 2019, and the related notes to the Statement, and have issued our report thereon dated November 25, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the Statement, we considered the Company's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the Statement, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that that there is a reasonable possibility that a material misstatement of the Company's Statement will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's Statement is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including provisions of the applicable sections of 48 CFR Part 31 of the Federal Acquisition Regulation, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the Statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Company relating to a deficiency in internal control described below that we consider to be a significant deficiency. The Company's response to the finding identified in our audit is also described below. We did not audit the Company's response and, accordingly, we express no opinion on it.

Condition
During our understanding of the Company's internal controls, we noted that the Company:

- Has no written documentation of its policies and procedures;
- Lacks training program for its employees involved in the financial reporting process to enable them to fully understand the requirements of the Federal Acquisition Regulations (FAR);
- Maintains a manual job cost schedule in monitoring the accumulation of costs incurred;
- Lacks procedures that regularly evaluates the allowability of costs included in the indirect cost pools;
- Has no mechanisms currently in place to allocate costs systematically;
- Has no established Information Technology (IT) policies, risk assessment process, security review, and electronic data safeguards, and
- Has no established timekeeping system approval process to ensure its compliance with all the FAR guidelines.

Cause and Effect
The Company's personnel within its financial reporting organizational structure lacks sufficient skills, knowledge and experience to provide appropriate financial reporting oversight necessary to monitor the Company's financial operations and ensure compliance with applicable laws and regulations, including FAR guidelines.

Recommendation
We recommend that the Company establish written policies and procedures over the internal control-related matters noted above. Such policies and procedures will provide guidance to its financial reporting personnel in maintaining an effective internal control structure. Additionally, we recommend that the Company design an appropriate training program for its financial reporting personnel focused on providing them a better understanding of internal control framework and FAR compliance requirements.

Management should also consider establishing formal IT policies and procedures that address the IT risks of the Company. Documenting the IT policies and procedures will ensure a higher operational compliance level and provide a roadmap for others to follow in case of illness or employee departures. A management review of all policies and procedures should be performed, at least, on an annual basis.

Criteria
Government consultants are required to maintain effective systems of internal control over financial reporting. The Company should have access to personnel familiar with the requirements of FAR Part 31 and related laws and regulations.

View of Responsible Officials
We will work to establish appropriate written policies and improve formalized processes and internal controls. We will provide appropriate training to employees to be familiar with the requirements of Federal Acquisition Regulation Part 31 and related laws and regulations.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Company's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control and compliance. This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used for any other purpose.

Vasquez & Company LLP

Glendale, California
November 25, 2020

Advertising and Promotion - FAR 31.205-1
Advertising costs incurred for corporate image enhancement and sponsorships are not allowed.

Membership in Civic and Community Organizations - FAR 31.205-1(f)(7)
Costs related to membership in civic and community organizations are unallowable.

Bonus and Incentive Pay Plans - FAR 31.205-6(f)(1)
Bonus paid without a written bonus plan are unallowable.

Personal Use of Company Vehicles - FAR 31.205-6(m)(2)
The portion of the cost of company-furnished automobiles related to personal use by employees (including transportation to and from work) is unallowable.

Contributions and Donations - FAR 31.205-8
Contributions and donations, including cash, property, and services regardless of recipient, are unallowable.

Entertainment - FAR 31.205-14
Entertainment costs are unallowable.

Business Insurance - FAR 31.205-19
Key-officers' life insurance is disallowed (beneficiary is Company and/or officers).

Interest and Bank Charges - FAR 31.205-20
Interest and finance charges are unallowable.

Lobbying and Political Activity Costs - FAR 31.205-22
Lobbying and political activity costs are generally unallowable.

Organization Cost - FAR 31.205-27(a)
All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions or raising capital, are unallowable.

Alcoholic Beverages - FAR 31.205-51
Costs of alcoholic beverages are unallowable.

Vasquez & Company LLP has 50 years of experience in performing audit, accounting & consulting services for all types of nonprofit organizations, for-profit companies, governmental entities and publicly traded companies. Vasquez is a member of the RSM US Alliance. RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International. Visit rsmus.com/about us for more information regarding RSM US LLP and RSM International. The RSM™ logo is used under license by RSM US LLP. RSM US Alliance products and services are proprietary to RSM US LLP.

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EXHIBIT C

LABOR CODE REQUIREMENTS

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

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

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

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

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

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

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City

of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

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

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

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 6.

DATE: August 10, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF AWARDING A CONTRACT TO GRAFFITI PROTECTIVE COATINGS, INC FOR CITY-WIDE BUS SHELTER CLEANING SERIVCES IN A YEARLY NOT-TO-EXCEED AMOUNT OF $66,123.20 FOR FISCAL YEARS 2022-2025 WITH TWO POTENITAL ADDITIONAL ONE-YEAR EXTENSIONS

RECOMMENDATION:
Staff recommends that the City Council award a contract to Graffiti Protective Coatings, Inc. for Citywide Bus Shelter Cleaning Services in a yearly not-to-exceed amount of $66,123.20 for fiscal years 2022-2025 with two potential additional one-year extensions, in a form acceptable to the City Attorney.

BACKGROUND:
The City is currently utilizing Graffiti Protective Coatings Inc. (GPC Inc.) for Citywide Bus Shelter Cleaning Services. Their current services include emptying trash receptacles, pressure washing bus shelters, and the area around the bus shelter, as well as reporting to the City if anything is broken. The City is currently using General Funds to pay GPC Inc.

A Request for Proposal (RFP) was issued in June 2022 to select the most qualified firm for citywide bus shelter cleaning services that will cover September 2022- August 2025 with two potential additional one-year extensions.

DISCUSSION:
On June 10, 2022, the City of Maywood solicited proposals through an RFP process soliciting all interested potential contractors. The RFP listing was open from June 10, 2022, through July 7, 2022. By the July 7, 2022, deadline, the City Clerk's Office received one (1) proposal from Graffiti Protective coatings.

Contractor – Graffiti Protective Coatings
Graffiti Protective Coatings, Inc. 419 N. Larchmont #264 Los Angeles, CA 90004

Cost Proposal

A - Full-service cleaning, including power wash and shelter cleaning is $10 per shelter.	A1 - 31 (# of stops) x 10 (full service shelter cost) = 310 x 2 (2x a week service) = 620 x 52 (weeks in a year) = **$32,240**
B - Full-service cleaning, including power wash is $8.80 per stop (no shelter).	B1 - 1 (# of stops) x 8.80 (full service non-shelter cost) = 8.80 x 2 (2x a week service): 17.60 x 52 (weeks in a year) = **$ 915.20**
C - Standard service cleaning without power wash and	C1 - 31 (# of stops) x 6 (standard service shelter cost)

shelter cleaning is $6 per shelter.	= 136 x 3 (three times a week service) = 558 x 52 (weeks in a year) = **$ 29,016**
D - Standard cleaning service without power washing is $4 per stop (no shelter).	D1 - 1 (# of stops) x 4 (standard service non-shelter cost) = 4 x 3 (three times a week service) = 12 x 52 (weeks in a year) = **$624**
New Amendment Clause Price	
E - Full service bus shelter will be cleaned all the way into the gutter for $1.	E1 - 32 (# of stops) x 1 (Full Service Shelter) = 32 x 2 (2x a week service) = 64 x 52 (weeks in a year) = **$3,328**
Cost	
F - Annual Cost: $62,795.20 with	F1 - Monthly Cost: $5,232.93 ($62,795.20 divided by 12 months)
G - An additional $3,328.00 including Full Service Shelter cleaning and the of the gutter	G1 - An additional $64 ($3,328 divided by 52 weeks) per week.
H - Total (F + G) $66,123.20 for 12 months.	

The evaluation committee from the City's Manager's Office reviewed the proposal. The submitted proposal was fully evaluated on the following criteria:

- The quality of the proposal that was submitted.
- The qualifications and experience of the proposer, key personnel, and staff.
- The contractor's scope of work such as pressure washing, general bus shelter maintenance, and empty trash receptables.
- The contractors have previous or similar experience and expertise with bus shelter cleaning services.
- The contractor's financial stability and cost to the City.
- The contractor must have all the adequate licenses.

Graffiti Protective Coatings, Inc.

The City received one proposal for the RFP for Bus Shelter Cleaning Services and upon evaluating, staff believes it is in the best interest to recommend the contractor, GPC, Inc. as the best choice for the City of Maywood. The City has been serviced by GPC, Inc for several years with excellent service. GPC, Inc. has currently been servicing our bus shelters for the past few years and has firsthand experience of where the bus shelters are located and cleaning them with the proper equipment.

Staff recommends contracting Graffiti Protective Coatings, Inc. for bus shelter cleaning services. The City of Maywood has worked with Graffiti Protective Coatings, Inc. for more than 15 years and have shown they are qualified to continue to service the City.

LEGAL REVIEW:

The City Attorney has reviewed the report as to form.

FISCAL IMPACT:

Funding is available from Fund 222 - Proposition C Transit Fund.

F.Y. 22-23 Impact:	$66,123.20	**Current F.Y. Budget:**	
Fund Impacted: Transit Fund.	Fund 222 - Proposition C	**Budget adjustment requested:** Not applicable	
Source of funds: Transit Fund.	Fund 222 - Proposition C	**Updated Account Budget:**	
Account Number:	**6115 Contractual Services**	**For fiscal year:**	Current Fiscal Year

ATTACHMENT(S)

1. Professional Service Agreement with GPC, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated August 10 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Graffiti Protective Coatings, Inc. ("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 Citywide Bus Shelter Cleaning Services.

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's Representative shall be Jesus Rodriguez, Assistant General Manager (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 September 1, 2022, to September 1, 2025 ("Term"), unless sooner terminated as provided in Section 12 of this Agreement or extended. Additionally, the Parties may extend this Agreement for up to two (2) one-year terms upon the mutual written consent of both parties. Such extension shall be on the same terms and conditions of this Agreement.

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, an amount not to exceed $66,123,20 for each year during the term (including any annual extension) , 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, contractor 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 Three Hundred and thirty-seven thousand seven hundred dollars ($330,700.00) which includes expenses, additional services (if any) and compensation for any extension of the agreement 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 Contract or any of Contract'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 Contractors 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 subcontractor 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 subcontractor 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 Contractor 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, subcontractor, materialmen, contractor 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, subcontractor, materialmen, contractor 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 subcontractor 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. SubContractors 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 Contactors, 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:	If to Contractor:
City of Maywood	GPC, Inc.
City Manager	Attn: Carla Lenhoff, President
4319 East Slauson Avenue	419 N. Larchmont Blvd., #264
Maywood, California 90270	Los Angeles, ca, 90004

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 Contractors' 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, subcontractor 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

By: _____
Heber Marquez
Mayor of the City of Maywood

Contractor:

Graffiti Protective Coatings, Inc.

By: _____
Name: Carla Lenhoff
Title: President

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Amendment

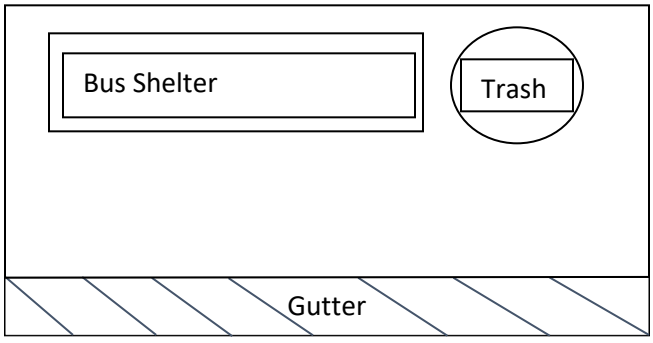
Maintenance Frequencies

Location	Service	Frequency	Cycle
31 Bus stops with shelters	Full Service	Twice a week	Wednesday and Friday
1 Bus stop with no shelter	Full Service	Twice a week	Wednesday and Friday
31 Bus stops with shelters	Standard Service	Three times a week	Monday, Tuesday, and Friday
1 Bus stop with no shelter	Standard Service	Three times a week	Monday, Tuesday, and Friday

Maintenance Enhancements

- All work will commence between the hours of 3 am and 4 am in the morning.
- GPC will complete full service on all 31 Bus stops with shelters and the 1 bus stop with no shelter twice a week on Wednesdays and Fridays.
- GPC will complete standard service on all 31 bus stops with shelters and 1 bus stop with no shelter three times per week on Tuesdays, Mondays, and Fridays.
- Trash will be emptied from trash receptable on all days that have full service and standard service.
- Trash will also be picked up in surrounding area around the receptacle.
- GPC will clean all the way into the gutter, defined as sweeping the gutter.
- GPC will clean all the way into the gutter for every stop.
    - All Full Service bus stops (32 Full Service bus stops) will be charged an additional $1 (One dollar) per bus shelter to clean all the way into the gutter twice a week.
    - All Standard Service bus stop will be at no charge to clean all the way into the gutter three times week.

This is the general area to be cleaned



Approach to Scope of Services

Time of Day Requirements

GPC will create and schedule its routes so that technicians will not be in traffic embargo areas during peak traffic hours as per the scope of work.

Method of Approach

Start Up Checklist

GPC currently possesses all required equipment to perform the contract.

1. GPC currently employs all employees needed to perform this contract.
2. GPC has a facility within a mile of Maywood.
3. GPC employees are properly qualified and trained to perform the work.
4. Training will have the following objectives:

    A. Safe driving techniques, including pulling into and out of traffic.

    B. Entry and exit from the traffic side of a vehicle.

    C. Proper preparation of the working area.

    D. Required employee uniforms, and how to wear them.

    E. Use of Graffiti removal products on various surfaces and required safety precautions.

    F. Tips and tricks for trash can liners.

    G. Training on the size of area to be cleaned with 15 feet radius.

    H. Use of pressure washers.

    I. What areas of a bus stop need to be cleaned with a pressure washer.

    J. Waste water recovery.

    K. What areas of a bus stop need to be cleaned with deionized water.

    L. Gum removal.

    M. Health precautions.

    N. Properly recording information on the route paperwork through the real-time app.

5. Employees use the GPC app to file and record the proper paperwork including recording any necessary repairs.

6. Our repair technicians are trained as repairs come up.

Routing

Upon arrival at the operations facilities of GPC, the cleaning technician will record his or her start time and log into the GPC app to view the route for which they will be responsible that day. The app maps out their route and the pins will disappear off the map in the app as they document and close each stop. A cleaning technician typically will run the same routes each week; this will work to ensure personal responsibility on the part of cleaning technicians.
Each day, operating supervisors will view all work-completed photos in the database as well as random field inspections.

Equipment

Before commencing a route, cleaning technicians will be required to perform a thorough inspection of his assigned company vehicle, including all attached equipment. This must occur before leaving the company yard each evening. Any safety issues will immediately be reported to the employee's operating supervisor. Each cleaning technician – and all technicians – will be required to wear a retro reflective vest for the duration of his or her shift.
This will be accomplished as follows:

1. General appearance of the vehicle will be inspected. Any damage will be reported immediately to the cleaning technician's operating supervisor. Any loose trash or debris will be removed.

2. The cleaning technician will turn on the headlights off his or her vehicle and ensure both are operating correctly. The cleaning technician will also ensure brakes, lights, blinkers, and hazard lights function properly. The cleaning technician will additionally ensure that all safety lights added to the vehicle, including but not limited to arrow boards, function properly. Any problems will be reported to the cleaning technician's operating supervisor immediately.

3. The cleaning technician will inspect all tires and note wear and tear. If the employee believes the tire to be damaged or worn to an unacceptable level, he or she will immediately notify his or her operating supervisor.

4. The cleaning technician will inspect the truck stock of materials. The following are the lowest levels materials should be allowed to fall before re-supplying;

    a. A box of latex or nitrile gloves;

b. At least two bottles of any graffiti remover or other maintenance chemicals, including paint, which will be used during normal maintenance of the employee's route;

c: A complete box of trash bags;

d. Two rolls of paper towels or sufficient rags.

5. Hoses and guns for use during pressure washing will be inspected to certify they are in working order. Cleaning technicians should turn on both pressure washers while performing this portion of the inspection and the cleaning technician will confirm that they appear to be operating at normal PSI and temperature. Any discrepancies will be reported to the operating supervisor immediately.

6. All discrepancies in vehicle maintenance will be noted on the vehicle paperwork, in addition to reporting it to the operating supervisor. Safety hazards will be immediately corrected.

7. The cleaning technician will insure that both the pressure washer tanks and DI water tanks are free of debris and have no leaks. If leaks or debris are discovered, it will be reported to the operating supervisor immediately.

Bus Stop Cleaning

1. Prior to arriving at a bus stop, the cleaning technician will verify that there is not a bus following him or her. A quick glance in the vehicle's rear view mirror will be adequate.

2. Upon arriving at a bus stop, the cleaning technician will turn on all warning lights, to alert traffic that his or her vehicle is stopped.

3. The cleaning technician will wait for traffic to clear before exiting the vehicle.

4. The cleaning technician will proceed to the back of the vehicle, and place two traffic cones in a taper to alert traffic that short term, moving street work is taking place.

5. The cleaning technician will proceed to the bus stop, and will note any graffiti. If it is painted onto or scratched into the structure, the cleaning technician will paint over the graffiti. Otherwise, use of graffiti removing chemicals will be sufficient.

6. The cleaning technician will proceed to remove all trash from around the bus shelter, including in the gutter, in all tree wells and planters, behind and underneath benches and shelters, behind and under trash receptacles, or any other above grade obstacles. This will include all cigarette butts and other debris that detracts from the appearance of the bus shelter.

7. Cleaning technicians will be responsible to clean the area from 5-foot radius of the bus stop.

8. All unauthorized fliers, stickers, tracts, pamphlets, or other materials that are taped onto the bus shelter will be completely removed, including tape. The tape can be removed with the hot water of the pressure washer.

9. The cleaning technician will empty the trash from the trash receptacle, place it in the supplied place on the vehicle, and remove any additional trash from the bottom of the empty receptacle. The cleaning technician will replace the bag at this point.

10. The cleaning technician will, at any stop that required pressure washing, pull off sufficient hose to reach all areas of the bus stop, and start the pressure washer. The hose must be pulled off before the pressure washer Is started. (If a storm drain is within 50 feet, a straw wattle will be used to protect the drain)

11. The cleaning technician will do a quick rinse of the area to be pressure washed, as well as the trash receptacle, the bench, and the lower part of the shelter.

12. The cleaning technician will proceed to pressure wash the shelter, the complete bench, and the trash receptacle using a separate truck mounted pressure washer that sprays low pressure de-ionized water that won't damage the shelter finish and leaves it spot free.

13. The technician will clean the passenger shelter with the deionized water.

14. After the amenities are pressure washed, the cleaning technician will clean the concrete as demonstrated while being trained. Special care must be taken to maintain the tip of the want no more than 6 inches from the surface of the concrete. Gum must also be removed.

15. After the area is cleaned with the pressure washer, the cleaning technician will use a silicone rubber squeegee to remove any excess water from the bench and shelter. Any remaining water will be removed with a towel or rag.

16. The cleaning technician will turn off the pressure washer. After it is turned off, the technician will remove excess pressure from the hose by seeing the trigger of the gun. The cleaning technician will then wind up the hose.

17. The cleaning technician will vacuum any standing water.

18. The cleaning technician will make any notes about the shelter on his or her app, including damage or any unusual amount of graffiti.

19. The cleaning technician will observe traffic and, when it is clean, collect the traffic cones and replace them on the vehicle.

20. When it is safe, the cleaning technician will re-enter the vehicle close the work order on the app for the stop just serviced.

21. After safely re-entering traffic, the cleaning technician will proceed to the next stop to be serviced.

22. If there is equipment malfunction, the cleaning technician will phone his or her operating supervisor who will direct the cleaning technician what steps to take.

Graffiti Removal

1. If there is graffiti at a bus stop, the cleaning technician will note it on his or her app.
2. If graffiti is scratched into the powder coating of the bus stop, it will be painted over using an approved paint and color. Every effort will be made to cover all sides of the graffiti so that it is not apparent from any direction.
3. If the graffiti is painted on, or is marker, it will be removed using the approved, environmentally safe chemicals in this manner:

    a. The cleaning agent will be sprayed on and allowed to soak into the graffiti, per the instructions of the manufacturer.

EXHIBIT B

COMPENSATION

b. A cloth or towel will be used to wipe off the chemical. It will then be disposed of in the trash receptacle provided on the vehicle.

c. If necessary, the process will be repeated until the graffiti is removed.

d. If after repeated attempts the graffiti does not react to the chemical, the cleaning technician will paint over the graffiti using the approved paint and color.

4. All graffiti removal supplies will be returned to the storage box on the vehicle. If a cleaning chemical is depleted, it will be disposed of in the trash receptacle on the vehicle.

Cost Proposal

See Attachment 2. Full service cleaning including power wash and shelter cleaning is $10 per shelter. Full service cleaning including power wash is $8.80 per stop (no shelter). Standard service cleaning without power wash and shelter cleaning is $6 per shelter. Standard service cleaning without power wash is $4 per stop (no shelter). Prices increase in option years 4 and 5. GPC's proposed monthly rate is $5,232.93. Any additional services not covered by attachment 2 would be $88/per hour. Please note, the city will be required to reimburse GPC for any stolen trash cans.

31 (# of stops) x 10 (full service shelter cost) = 310 x 2 (2x a week service) = 620 x 52 (weeks in a year) = $ 32,240

1 (# of stops) x 8.80 (full service non-shelter cost) = 8.80 x 2 (2x a week service) = 17.60 x 52 (weeks in a year) = $ 915.20

31 (# of stops) x 6 (standard service shelter cost) = 186 x 3 (three times a week service) = 558 x 52 (weeks in a year) = $ 29,016

1 (# of stops) x 4 (standard service non-shelter cost) = 4 x 3 (three times a week service) = 12 x 52 (weeks in a year) = $624

32,240+915.20+29,016+624= 62,795.20(annual cost) /12 (months in a year) = $5,232.93

Technology

GPC provides its ***App-Order*** system at no additional charge. This electronic work order system is a green solution to work order management. The real-time web based software system creates tremendous efficiencies and significant cost savings for GPC and the City. The City is able to dispatch, route, and monitor work orders real-time via the web. The technicians are able to directly submit work order number, address, longitude and latitude, date, time, remarks, comments, and

before/after photos electronically in real-time to the City. System recognizes and records the technicians name as well as job start and stop times. Work order response times are also tracked.

Each request will receive a work order number so that its status can be tracked. Once work requests have been received, App-Order maps out the locations on the technicians phone. All service requests will be completed within 24 hours, with the exception for inclement weather or other extraordinary circumstances that could cause a delay. The CPM will be notified of any delays. GPC is available and on-call 24-hours a day, 7 days a week. The CPM will be provided a mobile device for creating, viewing, and mapping all of GPC's work orders.

The system is role based and is user friendly. City staff can print current and real-time custom reports and graphs within seconds on-line. ***App-Order*** shows in real-time open/closed work orders, response time, billing, and reports. Billing and reports can also be exported to excel spreadsheets in mere seconds.

All data collected in the work order system for this project is the property of the City. GPC created and owns the software, so many custom features can be easily added with no additional cost.

Related Experience

GPC and its related companies clean approximately 5,000 bus stop/shelters daily with current transit maintenance contracts exceeding $20 million dollars. GPC has included references for 3 agencies in a previous section. GPC was the originator of the bus shelter preventative maintenance program almost 30 years ago. GPC meets and exceeds experience requirements.

Schedule

The schedule for which GPC will maintain the bus shelters will be as followed:

1. Twice weekly, GPC will perform a "full service" of the shelters. This includes the one stop identified without a shelter. A full service includes a pressure wash of the site.
2. Three times weekly, GPC will perform a "standard service" of the shelters. This includes the one stop identified without a shelter. A full service does not include a pressure wash of the site.
3. GPC will maintain said schedule, Monday-Friday, within the bounds of the contract.

These are GPC's recommendations. The city can make changes at their discretion.

Statement of Compliance

This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed.

Conclusion

GPC has always provided the highest quality services at low prices.

There is no better indicator of future success than past performance.

Appendix

ATTACHMENT 2

Maintenance Frequency and Compensation

PRICE SUMMARY SHEET

Company Name: Graffiti Protective Coatings, Inc. Date: 7/7/2022

The firm-fixed unit prices below are for performing the maintenance services the Scope of Services. Each unit price shall include all direct costs, indirect costs, and profit.

	INITIAL THREE-YEAR TERM			1ST OPTION	2ND OPTION
	Year 1: Date - Date	Year 2: Date – Date	Year 3: Date – Date	Year 4: Date – Date	Year 5: Date – Date
Pressure Washing Shelter Stops	$10 Per Stop/ Per Visit	$10 Per Stop/ Per Visit	$10 Per Stop/ Per Visit	$11 Per Stop/ Per Visit	$12 Per Stop/ Per Visit
Other Maintenance Work Orders	Per task price	Per Task Price	Per Task Price	Per Task Price	Per Task Price
Remove Graffiti	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Pressure Wash Standard Stop	$9.80	$8.80	$9.80	$9.80	$10.90
Empty Trash Receptable	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
General Bus Stop Maintenance	INCLUDED	NCLUDED	INCLUDED	INCLUDED	INCLUDED
Steam Clean Passenger Boarding Area	NCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Field Check Miscellaenous Bus Stop Locations	NCLUDED	INCLUDED	INCLUDED	ICLUDED	INCLUDED
Miscellaenous Work orders	$98/HR	$98/HR	$98/HR	$98/HR	$98/HR
Preventative Maintenance: Standard Stops	$4	$4	$4	$4.5	$5
Preventative Maintenance: Shelter Stops	$6	$6	$6	$6.5	$7

Respondents must provide price quotes all work order tasks. The City may amend the number of stop locations and types, as well as the type of service and service frequency. By applying the "Per Stop/Per Visit" and "Per Task" unit price quoted on the Price Sheet Contractor shall honor such pricing regardless of the services frequency (i.e. occurring one, two, or three times per week).

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 7.

DATE: August 10, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR ENTERPRISE ARCHITECTURE REVIEW AND INFORMATION TECHNOLOGY SUPPORT SERVICES

RECOMMENDATION:
Staff recommends that the City Council authorize the issuance of a request for proposals for the enterprise architectural review and information technology support services.

BACKGROUND:
On December 11, 2019, the City Council approved an agreement with Interwest Consulting Group, Inc. (Interwest) for enterprise architectural review and information technology support services, including an assessment of the City's Technology Environment and monthly "End User Services" (EUS) in the form of desktop support, on-premises or cloud server administration services, network administration services, and network security services. The term of this agreement is through October 31, 2022.

DISCUSSION:
Upon the City Council's approval, an RFP will be issued to solicit responses from various firms experienced in providing an enterprise architectural review of the City's current systems and information technology support services. It is prudent the City explores competitive bidders. City staff has determined that using the RFP method for procurement will provide the best value to the City by allowing for negotiation of both price and contract terms.

Event	Date
RFP Released	August 11, 2022
Deadline to Submit Questions	August 25, 2022, by 3:00 pm
Proposals Due	September 8, 2022, by 4:00 pm
City Council Award	October 2022

Staff will review all proposals and present a recommendation at a subsequent meeting to award the contract.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
There are no fiscal impacts in authorizing the Request for Proposal (RFP) for the Enterprise Architectural Review and Information Technology Support Services.

F.Y. 20-21 Impact: To Be determined upon Award	**Current F.Y. Budget:**
Fund Impacted: 100 - General Fund	**Budget adjustment requested:**
Source of funds:	**Updated Account Budget:**
Account Number: 6115 - Contractual Services	**For fiscal year:**

ATTACHMENT(S)
1. RFP - Maywood Enterprise Architectural Review and Information Technology Support

City of Maywood

Request for Proposals

for

Enterprise Architectural Review and Information Technology Support Services

Date of Issuance: August 11, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN

4:00 PM, September 08, 2022

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

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most qualified Consultant to Provide an independent comprehensive Enterprise Architecture Review and Information Technology Support Services for the City of Maywood. The City wishes to obtain an Enterprise Architectural (EA) Review to design, implement, and maintain a framework objective to provide ongoing operational governance of the proposed solution and IT Support Services for the operation, management, and maintenance of the City's computer network and systems hardware, software and network connectivity services under a Professional Services Agreement.

This Request for Proposal ("RFP") is soliciting separate cost proposals for the Enterprise Architecture Review and Information Technology Support Services for a period of one (1) year, with an option to renew for a subsequent two (2) one-year options to extend and the City will award no more than one contract on a not-to-exceed basis. The City is requesting that the contractor/vendor submit a fixed fee service contract for service of the first year.

II. BACKGROUND

The City of Maywood is a General Law City with a Council and City Manager form of government. At 1.18 square miles, Maywood is the third-smallest incorporated city in Los Angeles County, which lies by the major (I-710) freeway and is located next to the east of Los Angeles. Incorporated in 1924, Maywood is a small Gateway City in Los Angeles County with a residential community population of approximately 27,000. The City understands the importance of having effective IT infrastructure in place for security and continued progress. The City's IT functions are currently managed by a consultant. The City's IT consultants are responsible for the IT call handling, maintenance, updates, system monitoring, and service of our current server, network monitoring, email archiving, offsite data storage, antivirus software monitoring, data backup, recovery and update and/or renewal of the SSL domain certificates yearly and Helpdesk Ticket System.

The City of Maywood provides most of the services associated with full-service cities. Some are provided through contract relationships, and others are provided by regular employees. The current central server location is at City Hall, with remote sites connected through a T1 Fiber connection. The City of Maywood currently runs a Windows-based infrastructure with five (5) servers and approximately 25 desktops, laptops, and tablets. and client workstations run Windows 10 Pro. All workstations connect via basic network drops to the server that serves as a basic file server.

The City employs a full-time staff of approximately 22 plus full-time employees, as well as consultants and temporary employees. We also have five councilmembers that require remote assistance with their laptop/mobile devices. The City also has a VOIP phone system and use a VPN for remote server contact. Below is an approximate break down of City of Maywood's hardware portfolio.

	DEVICE	OPERATING SYSTEM	DISK SIZE	RAM
1	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
2	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
3	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
4	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
5	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
6	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
7	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
8	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
9	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
10	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
11	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
12	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
13	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
14	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
15	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
16	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
17	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
18	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
19	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
20	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
21	Lenovo 10AY008HUS	Windows 10 Pro	232GB	8GB
22	Dell OptiPlex 3080	Windows 10 Pro	232GB	8GB
23	Dell OptiPlex 3080	Windows 10 Pro	232GB	8GB
24	Dell OptiPlex 3080	Windows 10 Pro	232GB	8GB
25	QTY#6 Surface-Laptop 4 and Various makes	Windows 10 Pro &iPadOS		

III. GENERAL REQUIREMENTS

A. Respondents shall have at least three (3) years of consecutive experience in the Enterprise Architectural Review and Information Technology Support Services field.

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

C. Respondent responses will be evaluated based on the details provided. Preferences will be afforded to the vendor that provides a comprehensive, cost-effective solution for current specifications, future capacity requirements, relevant experience, and ongoing service and support.

D. The City of Maywood (City) is requesting Proposals from qualified vendors and/or consultants to assess the:

Task 1 - Assess the "As Is" technology environment of the City of Maywood:

- Subtask 1.1 Assessing what the City has, informing the City better solutions and/approaches (like cloud-based solutions), costs, and estimated timeframes for implementing. Develop a comprehensive assessment of the current technology related to applications, architecture, software and applications, IT infrastructure, hosting and maintenance, current database management, IT security, controls, document management, and system performance in terms of the current Enterprise Architecture capabilities.
- Subtask 1.2 - Recommending to the City a Technology Plan based on the assessment.

Task 2- Provide "End User Services" (EUS) in terms of:

- Subtask 2.1 - Provide "End User Services" (EUS) in terms of desktop support, on premise or cloud server administration services, network administration services, and network security services if the City initiated the better solutions and/approaches (like cloud-based solutions), costs, and estimated timeframes for implementing.
- Subtask 2.2 Providing desktop support, on premise server administration services, network administration services, and network security services if the City were to remain in its current environment in terms of costs, and estimated timeframes for implementing.

E. The City reserves the option to choose among the subtasks proposals of the Proposer. Subtasks 1.1 and 1.2 requires the completion of everything below.

Develop an Enterprise Architecture roadmap that drives the provision of Information Technology (IT) support services for its computer-based technologies system. The nature of the service will be:

1. Development of a description, assessment and recommendation of the City's current Enterprise Architecture in terms of its:
2. Development of a Data Reference Model (DRM). These are the data fields used in each of the City's applications in terms of field types (alpha, numeric, date, time) to understand the application's data structure.
3. Development of an Application Reference Model (ARM). This classifies application capabilities with respect to how they support City Department processes and/or performance objectives. It also unifies existing City application portfolios and guidance on standard

desktop configurations by providing a foundation to advance the reuse and standardization of technology and service components from a City perspective.

4. Development of an Infrastructure Reference Model (IRM). This categorizes on premise or cloud (virtual) infrastructure assets to reduce costs and/or increase interoperability across City Departments, partners, customers, clients and citizens.
   The City's goals for the IRM are:
   I. Improve redundancy in current infrastructure
   II. Maintain currency of the wireless network (both within buildings and with the external use of digital devices)
   III. Infrastructure possesses cloud adaptive/cloud ready capabilities
   IV. Possess a scalable network design that can easily expand in number of users and/or locations, or be modified to allow for movement of some server/storage capacity to the cloud
   V. Containment of the Total Cost of Ownership (TCO) of its infrastructure -upfront, ongoing and expansion
   VI. Develop a set of standards that can be used to base future purchases of scalable technology devices and/or services and/or applications and/or operating systems
5. Development of a Security Reference Model (SRM) that classifies or categorizes the security purpose, security risks, and security controls within the City's applications and infrastructure. The City's will use the SRM as a basis to:
   I. Configure, maintain, and test hardware and software firewalls and be able to provide monthly log analysis reports
   II. Improve network security and be able to report security performance monthly
   III. Utilize the most appropriate form of multi-factor identify and authentication approach. This will require an assessment of the City's current factor authentication and recommendations of risks and cost for utilizing either **Type 1 - Something You Know** - includes passwords, PINs, combinations, code words, or secret handshakes. Anything that employees can remember and then type, say, do, perform, or otherwise recall when needed falls into this type; or **Type 2 - Something You Have -** includes all items that are physical objects, such as keys, smart phones, smart cards, USB drives, and token devices. (A token device produces a time-based PIN or can

compute a response from a challenge number issued by the server.); or **Type 3-Something You Are** - includes any part of the human body that can be offered for verification, such as fingerprints, palm scanning, facial recognition, retina scans, iris scans, and voice verification. The authentication and identify approach must enable the City to enforce user authentication, validation and privileges and reducing the risk of internal and external data breaches.

IV. Assess current risks of endpoint devices and present an effective endpoint security strategy as part of the SRM that would tie endpoint devices, including end user, host, and any future Internet devices, into the City's SRM. The City would like some cost and implementation options to consider.

F. These "Reference Models" should enable the transitioning of the City's current Information technology environment to a target environment. This document should be the basis of the vendor/contractor portraying how the City can best enhance its existing information technologies and evolve into new and emerging technologies to optimize their value to City operations. The City desires the vendor/contractor to use these to:

I. Base their approaches and recommendations for enhancing the current DRM, ARM, IRM and SRM. This would include an assessment of options to mitigate existing risks with each approach, along with the costs and estimated timelines for implementation of each approach and recommendation. The monthly and annual costs of the provision of:

II. Enhance ONGOING support and coordination of the existing systems by the Proposer,

III. Justify any ONE-TIME recommended acquisitions that would ensure proper implementation of recommended updating, upgrading or acquisition of new or enhanced technologies in terms of:

IV. The Proposer's recommended Type (hardware, software, as-a-service, professional service),

V. The Proposer's recommended Model Number or manufacturer/software publisher number 1.2.2.3 Proposer recommended Cost Per Item times Number of items equals Total ONE-TIME costs

VI. The Proposer's recommended published Mean-time-Between-Failure (MTBF) of recommended devices

VII. The Proposer's recommended device's estimated Useful Life of a technology asset.

VIII. Describe ON-GOING general management and operation improvements based on the recommendations.

IX. Enhance the Proposer's provision of ONGOING maintenance and troubleshooting of technology challenges the City may confront.

IV. SCOPE OF SERVICES

The City seeks the technical services of a Vendor or Contractor qualified to undertake an analysis of the City's current enterprise architecture and develop a roadmap for the provision of information technology services for the City. Once implemented, City desires, if it chooses to implement the hardware recommendations of Subtasks 1.1 and 1.2, to utilize the continued services of a Vendor or Contractor to provide desktop support and other administrative information technology services. Services to be provided under this Proposal include, but are not necessarily limited to, the following: Initial Enterprise Architecture Assessment - Undertake an enterprise analysis and assessment of the City's current enterprise architecture (EA) that supports its execution of operational strategies. EA will help the city effectively link operational information, departmental efforts, and technology together to form a more seamless environment -, particularly for a small city like Maywood. The contractor/vendor will compile/update an inventory of all City owned information technology-related assets and provide an assessment and recommendations for updates, upgrades, or enhancements to the EA components.

Task 1: **Assess the "As Is" current technology environment of the City of Maywood.**

- **Subtasks 1.1.1 -** Creating an enterprise Data Reference Model (DRM) that documents the data fields used in each of the City's applications in the form of tables and field types (alpha, numeric, date, time) portraying each application's data structure. The proposal would identify the current types of DATA utilized by City applications and develop a City Enterprise data dictionary document of all data tables and fields (structure or type, length, definition) used by respective applications to enable the comparisons.
- **1.1.2 -** Developing a document identifying the current types of APPLICATIONS utilized (by application publisher or as a service provider, version) and operating system/functionality in the form of an Application Reference Model (ARM). Provide an assessment of each application in terms of the currency of version along with recommendations on updates or upgrades of the existing or new applications. The Application Reference Model (ARM) will portray each application's capabilities with respect to how it supports the respective City Department's major functions and/or performance objectives. The ARM should

enable the unification of existing City application portfolios of Departments and be used as one of the factors to guide standard desktop configurations by providing a foundation to advance the reuse and standardization of technology and City service components. The proposal will be based on the ARM, recommend standard desktop hardware and application and operating system configurations, the qualitative and quantifiable benefits of standardizations, as well as recommendations of hardware and application and operating system modifications or upgrades or replacements and the cost of implementing these.

- **1.1.3 -** Developing an Infrastructure Reference Model (IRM) that categorizes on-premises or cloud (virtual) infrastructure assets to base opportunities of reducing costs and/or increasing interoperability across City Departments, partners, customers, clients, and citizens. The City will receive an assessment of its current types of INFRASTRUCTURE (the entire collection of hardware, software, networks, data centers, facilities, and related equipment used to develop, test, operate, monitor, manage and/or support information technology services for the City) being utilized as well as recommendations on upgrades and costs for implementing them. Any recommended IRM should identify how the cities would be able to:

    a) Improve redundancy in current infrastructure and the importance of redundancy;
    b) Maintain currency of the wireless network (both within buildings and with the external use of digital devices);
    c) Have cloud adaptive/ready capabilities;
    d) Create a scalable network design that can easily expand the number of users, and/or locations or be modified to allow for movement of some server/storage capacity to the cloud;
    e) Identify and manage total cost of ownership (TCO) based on comparisons between maintaining the current IRM and a future IRM where cost avoidance (and their dollar amounts) are identified;
    f) Create a set of standards to base the acquisition of future on;
    g) Compare and contrast lease versus buy options and a recommended basis for making acquisition decisions.

- **1.1.4 -** Developing a Security Reference Model (SRM) of the City that classifies or categorizes the security purpose, security risks, and security controls within the City's current applications and infrastructure. The current types of security hardware and software should be assessed in terms of preserving confidentiality (no leakage of sensitive or private information), integrity (risk of unauthorized modification or destruction of information), availability (minimization of denial-of-service risks) as well as providing

recommendations for enhancing the City's current Security Reference Model (SRM). The recommended SRM should also address the feasibility, cost, and value-added of:

a) Utilizing Disaster Recovery as a Service (DRaaS). option;

b) Utilizing redundant firewalls;

c) Improving current network security ;

d) Providing 2 and 3-factor authentication and identify management enables the City to enforce user authentication, validation, and privileges and reduce the risk of internal and external data breaches

e) Integrating End Point Protection and/or Endpoint Security.

- **1.1.5 -** Provide architectural and engineering approaches for reconfiguration of existing City application subscriptions and resources to match the recommended architecture reference models.

1.2 - Recommending to the City a Technology Plan based on the assessment.

- **Subtasks 1.2.1 -** Approaches to City's reference Models. Provide a description providing approaches and recommendations for enhancing the current DRM, ARM, IRM, and SRM. This would include an assessment of options to mitigate existing risks with each approach or recommendation, along with the costs and estimated timelines for implementation of each approach and recommendation.

- **1.2.2 -** On-Premises to Cloud Transition. Propose an approach or approaches for migrating all applications, databases, and related services from on-premises to the cloud hosting and the identification of any post-migration platform stabilization support strategies for the City to consider along with a cost for 1.2, 1.3, and 1.4 above.

- **1.2.3 -** Implementation. Provide an estimated implementation timeframe for each EA assessment above, the identification of additional or changes in current devices and applications to achieve recommendations, and identification of quantifiable and qualitative performance metrics to provide a basis for comparing current EA to proposed EA as a means of measuring benefits.

- **1.2.4 -** Provide an assessment of the City's current hardware portfolio and provide a list of recommended Types of hardware, on-premises software or software-as-a-service, and professional service.

- **1.2.5 -** Develop a list of recommended hardware (Model Number and manufacturer) and software versions that would improve the City's technology, potential sources, and costs of acquiring and installation.

- **1.2.6 -** Provide the identification - in years - of each of the City's device's estimated Useful Life and Estimated Remaining Useful Life of existing devices within 1 month of the award.

- **1.2.7 -** If not included in the tasks listed above, the proposal should also address any services required to implement the request of proposal of described in Section 3 & 4 (General Requirements and Scope of Services) including the narrative regarding Task 1 and Task 2.

Task 2: Provide "End User Services" (EUS) such as desktop support, on premise or cloud server administration services, network administration services and network security services as further described in the RFP.

Subtask 2.1.1 - On Premise and/or Cloud Server Administration Services - Manage on premise and/or cloud systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.

1. Contractor/vendor would:

    a) Ensure, monitor and report scheduled preventive maintenance for equipment in a properly and promptly performed manner;
    b) Maintain the records on the server equipment and/or server devices;
    c) Develop, implement, and report operational, administrative, and quality assurance back-up plans and procedural documentation for servers.
    d) Setup new users and edit or remove existing users on server.
    e) Provide server performance and capacity management services with reporting when specified thresholds are reached.
    f) Undertake continuous configuration management, including changes, upgrades, patches, etc.
    g) Maintain the records of the server equipment and/or server devices;
    h) Support of ALISA MIP Financial software and other specialized applications of the City of Maywood as they relate to the server(s) and associated hardware and/or devices.
    i) Manage, monitor and report user logins and security.
    j) Coordinate server repair and maintenance work with contracted repair vendors and ensure repairs are conducted in an effective and timely fashion.

k) Using factors like a) one-time versus on-going costs, b) pricing, c) hoisting, d) software or application maintenance, e) data security, f) time to implement and g) disaster-recovery and back-up, assess the feasibility of migrating the City's current on-premises servers to cloud servers.

Subtask 2.2.1 - Desktop Support - The provision of End-user will provide fully qualified personnel that is timely, friendly, professional, and can perform the required work under the contract resulting from this RFP. Individuals shall be trained on the latest versions and releases of any product required to perform their services before they perform work for the City. The contractor should provide routine support to 22 and over personal computer users, laptops, tablets, and printers. The contractor personnel assigned to the City shall be available during business hours (Monday-Friday, 8:00 a.m. to 5:00 p.m.). Furthermore, contractor personnel should be available outside of business and provide 24/7 on-call support.

1. Contractor/vendor would:

    a) Provide an automated and/or telephonically communicated basic desktop support functions including installing desktops, laptops, tablets, printers, and other devices as well as upgrades and/or updates to applicable applications, software, hardware and operating systems.

2. Describe and provide proposed methods of providing desktop support for:

    a) Assessing the current hardware, software, operating system and device driver portfolio to assess the advancing of versions.

    b) Diagnosing issues that could arise from versions not being current (Proposer will define "currency" that they use). Identify response rate from the time City request is made to the time that action is undertaken and completed.

    c) Setting up, moving or physically installing desktops, laptops, tablets, printers, and other devices. Identify response rate from the time City request is made to the time that action is undertaken and completed.

3. Provide tri-annual configuration of laptops, desktops, tablets or City designated smartphone users for standard applications including applicable firmware, operating and application system updates. In cases where City devices are not functioning, diagnose and correct end user hardware problems and perform advanced troubleshooting. Identify response rate from the time City request is made to the time that action is undertaken and completed.

4. Update and maintain at least annually a record (diagram, identification of devices, nodes, locations) of the City's Technical Environment in terms of:
    a) Physical Network Layout
    b) Logical Network Layout
    c) Core Systems
    d) Server and Network Applications
    e) Network Appliances
    f) Workstations (e.g., Desktops, Laptops, Tablets)
    g) Software and Desktop Applications

2.2.2 - Network Administration Services - Scope of activity includes primary installation and maintenance of all network equipment; Primary maintenance including regular analysis, routine configuration changes, collaboration with VoIP phone system vendor and other security devices, and;

a) Manage, monitor and report on all City network equipment including switches, firewalls, routers, and other security devices.
b) Provide for the primary installation and maintenance of printers, network copiers/scanners, etc.
c) Provide the primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades.
d) Provide primary maintenance of the external network located at Maywood Park.
e) Provide alert notifications to designated City personnel in the event of network failures or service disruptions.
f) Undertake proactive monitoring of network equipment including bandwidth utilization and other performance indicators reporting when specified thresholds are reached.
g) Undertake network performance and capacity management services, and network troubleshooting.
h) Maintain and keep current network documentation and procedures.
i) Provide Planning and Implementation Upgrades and Maintenance Support of Microsoft SharePoint to store, share and manage the agency's digital information.

2.2.3 - Network Security Services – The Contractor would provide maintenance of virus detection programs on City servers, email, and all other computers and laptops including antivirus/antispyware software.

a) Perform security audits as requested and notify City personnel immediately of suspected breaches of security or instruction detection.
b) Configure City system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel.
c) Manage and monitor any proposed security enhancements (e.g., End Point Protection, Firewall, Mobile Device Management, SIEM/Logging,

Virtual Private Networks, Intrusion Protection System) identifying the current risk that would be mitigated and the cost of each component.

d) Provide a Disaster Recovery as a Service (DRaaS) proposal that uses cloud and on-premises resources to back up vital data and applications, as well as providing system failover to a secondary infrastructure. The DRaaS would replicate the City's production infrastructure and all its processes onto a secondary, or recovery, infrastructure so that you can transition to a backup environment seamlessly, allowing the provision of City services to continue as usual.

2.2.4 - Server Administration Services – The Contractor would manage computer systems and networks to include application, database, messaging, file and print and other servers and associated hardware, Software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.

a) Ensure scheduled preventative maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation.
b) Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services.
c) Support of specialized software products as it relates to the server(s) and associated hardware.
d) Management and reporting of user logins and security.
e) Coordinate repair and maintenance work, ensuring work is conducted in a timely fashion.

2.2.5 - Technology Planning – Provision of technical leadership for all technology issues. Making recommendations for future purchasing and technology needs. Keeping the City up to date on new technology changes and uses that will enable the City to increase efficiency avoid and/or reduce operational costs. Assist with policy formulation and application.

1. Contractor/vendor would:

a) Provide information engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems supporting the Enterprise Reference Models.
b) Monitor, manage and advise the City about major server upgrades, storage system upgrades, redesign of backup systems, etc.
c) Provide strategic technical leadership for server technology issues and options to address these issues.
d) Make recommendations for future purchasing and technology needs utilizing the Total Cost of Ownership (TCO) as one basis of comparison for use in the budget formulation that begins in April.

e) Undertake Enterprise Architecture (EA) strategic planning, and design session incorporating a preliminary plan and cost for proposed installation/upgrade of core network systems (e.g., major network upgrades, provider changes, Internet protocol (IP) schema redesign, and installation of "core" network devices) etc. for the City to consider.
f) Installation, acceptance testing and maintenance of new technology.

As the device portfolio is very small, technology planning based on the vendor/contractor's assessment of the current inventories of hardware, applications/software (subscription and on premise) and operating systems is anticipated to result in cost avoidance.

Reporting: To effectively monitor the status of the proposed services, management level status reports will be prepared monthly, and monthly meetings with the City will be held to review work performed, network availability, help desk ticket summary, security issues and concerns, and long-range planning. The review meetings may be held to discuss service delivery and planning to ensure the IT needs of the City are being met.

Onsite Support: Provide regularly scheduled and dedicated onsite support (8) hrs. per month or provide a recommendation of needed onsite support hours; to address city-wide or departmental hardware and software issues. Any additional onsite support may be needed for special or major projects.

End User Training: Provide training for technology as needed. The training would be for software or hardware used in a business setting or new equipment installed. At the request of the City or when a need is identified by the contractor.

Transition/On-Boarding Service: When a firm is selected, to avoid disruption and ensure continuity of the City's information technology operations, a transition period shall be allowed to orient the incoming firm. It will involve providing relevant materials (e.g., system passwords, server rack keys, etc.) from City staff or the City's current IT firm.

V. SCHEDULE

	Deadlines
Release of Requests for Proposals	August 11, 2022
Submittal of Questions	August 25, 2022, by 3:00 pm
Response to Questions	September 02, 2022, by 5:00 pm
Proposal Due Date	September 8, 2022, by 4:00 pm
Proposal Review/Evaluation	Week of September 12, 2022

Optional Interview (if required)	Week of September 19, 2022
Tentative City Council award	October 2022
Tentative Start date	October 2022

* These dates are anticipated and may change.

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at www.cityofmaywood.org. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All respondents interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes or responses to written inquires and will be distributed to all interested contractors. To get on the list please email Miguel.leon@cityofmaywood.org. or call, (323) 562-5747.

VII. QUESTIONS

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

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City’s sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide two (2) copies of the of the proposal (one bound and one unbound), single sided and electronic copy (pdf) on a thumb drive.

All proposal submittals shall be mailed or delivered and received by the City no later than September 08,2022 at 4:00 p.m. addressed as follows:

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

For delivery purposes, the City Clerk’s phone number for the City is (323) 562-5714. In addition to the submission of the hard copies of the proposal, Respondents shall also submit one electronic copy (searchable PDF format) by the same date and time Shirley Quinones and shirley.quinones@cityofmaywood.org.

IX. SUBMITTAL FORMAT

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

A. WORK PROPOSAL

1. Cover Letter

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

II. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").

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

2. Table of Contents

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

3. Experience and Qualifications

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

II. Provide a summary of Respondents qualification and experience Information Technology and the following: Microsoft

Certified System Engineer (MCSE); Microsoft Certified System Administrator (MCSA); Microsoft Certified Database Administrator (MCDBA); Microsoft Certified IT Professional - Exchange 2007 (MCITP); Microsoft Certified Technology Specialist-Exchange 2007 Configuration (MCTS); Cisco Certified Entry Networking Technician (CCENT); Cisco Certified Network Associate (CCNA); Cisco Certified Design Associate (CCDA); Cisco Certified Security Professional; Cisco IOS Security Specialist; Cisco IPS Specialist. At a minimum, Respondent should have at least three (3) years of consecutive experience.

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

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

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

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

4. Approach to Scope of Services

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

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

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

B. COST PROPOSAL

1. Detailed Cost Proposal

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

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

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

X. AGREEMENT FOR PROFESSIONAL SERVICES

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

XI. GENERAL ADMINISTRATIVE INFORMATION

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

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

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

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

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

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

XII. SUBMITTAL DUE DATE

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

XIII. SELECTION PROCESS

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

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

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

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high-quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
    I. Quality and completeness of proposal
    II. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff

III. Similar experience and expertise in the type of work required, with the City or with other public agencies
IV. Demonstrated understanding of the scope of services requested as well as capacity of respondent
V. References
VI. Financial stability of proposer
VII. Cost to the City
VIII. Oral interviews, if applicable.
IX. Any other factors determined by the City to be relevant to the performance of these services.

XIV. AUTHORITY TO WITHDRAW

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

XV. AWARD OF CONTRACT

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

XVI. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("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 _____.

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 _____(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 _____, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than $_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties 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 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:	If to Consultant:
Attn: City Manager	_____
City of Maywood	_____
4319 East Slauson Avenue	_____
Maywood, California 90270	_____

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

By: __

Mayor of the City of Maywood

Consultant:

_____

By: __

Name: _____

Title: _____

ATTEST:

By: __

City Clerk

APPROVED AS TO FORM:

By: __

City Attorney

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 8.

DATE: August 10, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: AUTHORIZATION OF CITY'S PARTICIPATION IN THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 (LARIAC7) PROJECT

RECOMMENDATION:
It is recommended that the City Council approve the City's participation in the Los Angeles Region Imagery Acquisition Consortium (LARIAC7) Project and authorize the City Manager to execute an agreement between the City of Maywood and the County of Los Angeles for participation in the LARIAC7 Project in the amount not to exceed that determined by the County.

BACKGROUND:
Aerial imagery is an indispensable tool for topographical mapping and the interpretation of places, objects, and features. The remote sensing method collects vital information that can be used for land use, agricultural management, forestry, conservation, urban planning and more. Combining geospatial technology with high-resolution, frequently updated aerial imagery unlocks the power of "geospatial awareness". A good analogy is the difference between playing old movies on your TV versus a BlueRay on the same TV. Adding high-resolution imagery to Geographical Information System (GIS) tools - automated mapping - is like adding improved color and detail from the BlueRay. When you add high-resolution imagery that is up to date and frequently updated, you can get so much more out of the GIS tools at your disposal.

The Los Angeles Region Imagery Acquisition Consortium (LARIAC), established in 2005 and led by the County of Los Angeles, is a cooperative data acquisition program. It allows local governments to take advantage of high-definition digital imagery data products. The cooperative Consortium model delivers access to the cost-effectiveness of digital aerial data, including imagery and elevation data. The Los Angeles Consortium project acquires new aerial imagery throughout a three-year cycle for the continual update of the imagery.

LARIAC is in its seventh cycle (LARIAC7) of digital aerial data acquisition, scheduled to begin initial data capture in early 2023 with delivery by December 2023. Several agencies such as municipalities, county departments, and local, state, and federal have participated and benefited from its substantial cost savings. The program aims to group funds by substantially decreasing the cost of performing the aerial imagery by sharing the procurement and processing cost. The total cost is determined by the participating agency's jurisdictional size and its population.

On February 25, 2022, the City of Maywood submitted a letter of intent to participate in the LARIAC7. The letter is not a contract to purchase LARIAC7 but merely a planning tool for the City of Maywood staff to calculate and specify the totality of agencies anticipating participation and a plan for pricing that allocates costs

across all the involved agencies.

DISCUSSION:
Aerial imagery is highly essential for the City to exercise sound judgment concerning the usage of new maps/layers in GIS, systems, asset management, designing, and project planning throughout different City departments for various needs. Aerial imagery assists in continual changes in disaster planning/responses, community outreach, economic development, and geography throughout the City. It supports the visualizing of project construction, operations, and preparation of rendering and grant applications beforehand.

One of the key benefits of LARIAC is cost sharing, which lowers or mitigates costs as more cities and agencies participate. Cost savings are passed back to participants in the form of additional data products, more frequent image capture, and maintaining the price point over time. The more participants join, the lower the cost.

The cost savings achieved through the (LARIAC7) project will deliver highly accurate orthogonal and oblique imagery with color infrared and derived data, including building outlines. As a participant in the project, the City will obtain the following products:

- High-resolution and accurate orthogonal/oblique imagery with color infrared
- High-resolution color digital aerial photography
- LIDAR digital terrain data
- Building representations (outlines)
- And high-resolution image acquisition throughout the three-year cycle

In early 2023, the Consortium plans to initiate its seventh (LARIAC) cycle (LARIAC7), with delivery by December 2023. The total cost to the City for the (LARIAC7) will not exceed $21,364.00. Staff highly encourages the approval agreement with Los Angeles County for the (LARIAC7) project.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
The estimated total cost for the (LARIAC7) project data are:

- A - $10,682 Fund 100 - General Fund and
- B - $10,682 Fund 212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund for a total of
- C - $21,364.00.

There are sufficient funds available in the Current Fiscal Year budget in the General Fund (100) and Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund (212) within Department 410 - General Government Administration. .

F.Y. 22-23 Impact: $21,364.00	**Current F.Y. Budget:**
Fund Impacted: Fund 100 @ $10,682 and Fund 212 @ $10,682 respectively	**Budget adjustment requested:**
Source of funds: 410 - General Government Administration	**Updated Account Budget:** Not applicable
Account Number: 6115 - Contractual Services	**For fiscal year:**

ATTACHMENT(S)
1. LARIAC7 - City of Maywood

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
9150 Imperial Hwy.
Downey, California 90242

SELWYN HOLLINS
Director

Telephone: (323) 267-2103
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

February 15, 2022

Jennifer E. Vasquez
City Manager
City of Maywood

Dear Jennifer E. Vasquez,

LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LARIAC7)

Established in 2005, the Los Angeles Region Imagery Acquisition Consortium (LARIAC) has delivered highly accurate digital aerial imagery and elevation datasets to participants at substantial cost savings and has become a national model for collaborative data acquisition. LARIAC participants have included 52 cities, 27 County departments, 16 local, state, and federal agencies, and seven educational institutions.

To ensure the currency of the aerial imagery, we are working with consortia members to plan and initiate the next LARIAC cycle – **LARIAC7**. This document describes LARIAC, highlights its benefits, provides a status update, and discusses the proposed scope, schedule, and cost. Your total portion of the cost of LARIAC7 will be **$21,364**.

To conserve paper, we will also E-mail a digital copy of this letter and Participant Agreement to current LARIAC participants. These participants are listed on Attachment I. Payments are traditionally invoiced in two equal installments in year one (Spring 2023) and two (Spring 2024) of the cycle.

LARIAC BACKGROUND

LARIAC is a consortium of the County of Los Angeles, in partnership with cities and agencies, which collaboratively acquires valuable digital aerial data, including imagery and elevation data. Leveraging the combined buying power of the member agencies, LARIAC reduces costs, enabled participants to acquire more data than would be possible individually and provides consistent and comparable data over time.

The LARIAC Website (https://lariac-lacounty.hub.arcgis.com/) provides comprehensive information about the project, including detailed data descriptions and samples, product guides, documentation, and agreements.

LARIAC7

LARIAC is in its seventh cycle (LARIAC7) of digital aerial data acquisition, scheduled to begin initial data capture in early 2023 with delivery by December 2023. Attachment II shows various LARIAC data acquisitions.

LARIAC7 will update its highly accurate orthogonal and oblique imagery with color infrared, as well as derived data including building outlines. LiDAR-based elevation data and derived products, last acquired in 2016 as part of LARIAC4, will also be included in LARIAC7. The benefits of LARIAC program and its products are listed on Attachment III.

Additional products will be finalized in the coming months. These may include additional high resolution image acquisitions throughout the three-year cycle, 3D mesh, additional derived GIS data products and/or street-level imagery and derived products. Additional details on LARIAC7 product list can be found in Attachment IV.

LARIAC7 PARTICIPATION

We look forward to your participation in LARIAC7. If your organization would like to join LARIAC7, please complete, sign, and return the attached "Letter of Intent" on your business letterhead. We recognize this Letter of Intent may be subject to final approval by your City Council or authorizing Board of Directors. We would appreciate receiving your letter of intent by April 15, 2022.

When available, please confirm your city/agency's commitment to participating in funding LARIAC7, please complete and return the attached "Participant Agreement," authorizing the County to invoice your city/agency for the initial payment, which will be one half of the total amount.

Please return either the signed "Letter of Intent" or "Participant Agreement" as a digitally signed document via email (preferred) to Steve Steinberg ssteinberg@isd.lacounty.gov and An Dang adang@isd.lacounty.gov or in hard copy by mail to

Attention: Steven Steinberg
County of Los Angeles
Internal Services Department
Mailstop #3
9150 Imperial Highway
Downey, CA 90242

If you have any questions, please contact one of us below:

LARIAC Project Director
Steven Steinberg
(562) 392-7126
ssteinberg@isd.lacounty.gov

LARIAC Project Manager
An Dang
(562) 955-3916
adang@isd.lacounty.gov

Sincerely,

Steven J. Steinberg, Ph.D., MPA, GISP
Geographic Information Officer (GIO)
County of Los Angeles

Attachments (6)

ATTACHMENT I

LARIAC PARTICIPANTS

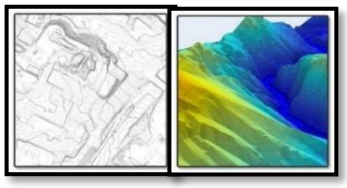
	LARIAC1	LARIAC2	LARIAC3	LARIAC4	LARIAC5	LARIAC6
Cities						
City of Agoura Hills	X		X		X	
City of Arcadia				X	X	X
City of Azusa	X	X		X	X	X
City of Bellflower			X			
City of Beverly Hills	X	X	X	X	X	X
City of Burbank	X	X	X	X	X	X
City of Carson	X	X	X	X	X	
City of Cerritos	X	X		X		X
City of Claremont		X	X	X	X	X
City of Covina	X	X		X		
City of Culver City	X	X	X	X	X	X
City of Diamond Bar	X	X				
City of Downey	X		X	X	X	X
City of Duarte				X		
City of El Monte				X		
City of El Segundo	X	X	X	X	X	X
City of Gardena				X	X	
City of Glendale	X	X	X	X	X	X
City of Hermosa Beach	X	X	X	X	X	X
City of Industry	X	X	X	X	X	X
City of Inglewood	X	X	X	X	X	X
City of Irwindale	X	X				
City of La Canada Flintridge	X	X	X	X	X	X
City of La Habra Heights	X	X				
City of Lakewood	X	X	X	X	X	X
City of Lancaster	X					X
City of Long Beach	X		X	X		
City of Los Angeles	X	X	X	X	X	X
City of Malibu				X	X	
City of Manhattan Beach	X	X	X	X	X	X
City of Monrovia	X					
City of Monterey Park	X	X		X		
City of Norwalk				X		
City of Palmdale	X					
City of Palos Verdes Estates					X	X
City of Pasadena	X	X	X	X	X	X
City of Pico Rivera						X
City of Rancho Palos Verdes				X	X	X
City of Redondo Beach	X	X		X	X	X
City of San Dimas			X	X	X	X
City of San Fernando					X	X
City of Santa Clarita	X	X	X	X	X	X
City of Santa Fe Springs	X		X		X	X
City of Santa Monica	X	X	X	X	X	X

City of Signal Hill				X	X	X
City of South El Monte	X	X				
City of South Pasadena			X			
City of Temple City					X	X
City of Torrance	X	X	X	X	X	X
City of West Covina					X	
City of West Hollywood				X	X	X
City of Westlake Village	X			X	X	
City of Whittier	X	X	X	X	X	X
County Departments						
Agricultural Commission/Weights and Measures	X	X	X	X	X	X
Animal Care & Control		X	X	X	X	X
Arts Commission					X	X
Assessor	X	X	X	X	X	X
Auditor Controller					X	X
Beaches & Harbors	X	X	X	X	X	X
Board of Supervisors Executive Office					X	X
Chief Executive Office/Office of Emergency Management	X	X	X	X	X	X
Child Support Services					X	X
Children & Family Services		X	X	X	X	X
Consumer Affairs					X	X
Coroner					X	X
Fire		X	X	X	X	X
Health Services	X	X	X	X	X	X
Internal Services Department	X	X	X	X	X	X
Library		X	X	X	X	X
Mental Health		X	X	X	X	X
Parks & Recreation	X	X	X	X	X	X
Probation		X	X	X	X	X
Public Health	X	X	X	X	X	X
Public Social Services		X	X	X	X	X
Public Works	X	X	X	X	X	X
Regional Planning	X	X	X	X	X	X
Registrar-Recorder/County Clerk	X	X	X	X	X	X
Sheriff		X	X	X	X	X
Treasurer and Tax Collector					X	X
Workforce, Development, Aging, and Community Services		X	X	X	X	X
Local, State, and Federal Agencies						
Alameda Corridor Transportation Authority		X				
Amigos de Los Rios			X			
California Department of Transportation	X				X	X
Catalina Island Conservancy	X	X	X	X	X	X
Los Angeles Air Force Base			X	X		
Los Angeles County Metropolitan Transit Authority (MTA)				X	X	
Los Angeles County Sanitation District No. 2	X		X	X	X	X

Los Angeles Region Gang Information Network (LARGIN)	X	X				
Port of Los Angeles	X	X	X	X	X	X
Port of Long Beach					X	X
Santa Catalina Island Conservancy	X	X	X	X		
Santa Clarita Valley Water Agency					X	X
Southern California Association of Governments						X
Southern California Edison (Catalina Island)					X	X
US Geological Survey		X	X	X		
US National Guard			X	X		
Water Replenishment District of Southern California				X	X	X
Educational Institutions						
Palos Verdes on the NET			X			
California State University, Channel Islands						X
California State Polytechnical University, Pomona				X	X	
California State University, Long Beach	X	X	X	X	X	X
California State University, Los Angeles		X				
California State University, Northridge						X
Claremont University Consortium				X		
Rio Hondo Community College				X		
Loyola Marymount University				X		
University of Southern California	X	X	X			
University of California at Los Angeles	X	X	X		X	X

ATTACHMENT II

LARIAC DATA ACQUISITIONS

Data	2006 (L1)	2008 (L2)	2011 (L3)	2014 (L4)	2017 (L5)	2020 (L6)	2023 (L7)
Orthogonal Imagery (4-inch)	X (including Infrared)	X	X	X (including 2012 and 2103 1-foot imagery)	X (including Infrared imagery and multiple acquisitions per year)	X (including Infrared imagery in 2020 and multiple acquisitions per year through 2022)	X (including Infrared imagery in 2023 and multiple acquisitions per year through 2025)
Oblique Imagery	X	X	X	X	X	X	X
Building Outlines		X (400 sq ft)		X (400 sq ft)	X (300 sq ft)	X (300 sq ft)	X (300 sq ft)
Elevation Data 	X			X			X
Derived Data (tree canopy, solar insolation, slop, hillshade, height model, land cover, etc.)	X			X	X		X

ATTACHMENT III

DIGITAL AERIAL IMAGERY AND ELEVATION BENEFITS

Digital aerial imagery and elevation data provide valuable support for decision making within agencies, as well as cost savings for operations. High quality image data enables staff to make virtual site visits that improves and may replace field work, reducing information collection costs. Some examples include:

- **Public Safety:** Fire and Police personnel can plan for and "see" the location of incidents and addresses, improving dispatch, crime analysis, incident response, and officer safety.
- **Public Works**: Reduces the need for field visits, supports traffic and pavement management, storm drain and flood protection, and enhances project planning and infrastructure management.
- **Planning:** Improves code enforcement, site plan review, and understanding impacts of new projects.
- **Economic Development:** Improves outreach to businesses by providing detailed site information for potential developments and surrounding areas.
- **Disaster Planning and Response:** Improves planning and response before, during, and after disasters, providing a foundation for a Common Operating Picture.
- **Community Outreach:** Improves communication with residents by providing a picture of the area of discussion, increasing citizen engagement.
- **Operational Efficiency:** A consistent view of a city or agency supports collaboration, integration, and efficiency to lower operational costs.

LARIAC BENEFITS

High resolution data provided through LARIAC data offers key benefits when compared to aerial imagery from online providers ("free mapping websites" like Google or Bing), and off-the-shelf vendors. These include:

- Enhanced resolution (4-inch rather than 1-foot) shows greater detail and provides more information (you can see manhole covers and road striping);
- Unparalleled accuracy (+/- 2-feet accuracy) ensures information captured from the imagery is in the right location, supporting facilities management, planning, and operations;
- Breadth of products (orthogonal and oblique imagery, building footprints, and elevation data) to support of city or agency's business needs;
- Multiple access methods, including desktop, handheld, and mobile, as well as local and remotely hosted solutions to eliminate agency hardware and software costs;
- Variety of formats and compressed formats to enable use within existing applications in the field;
- Access to historical data from previous LARIAC image acquisitions to assess change over time; and

- Complete control of LARIAC data products, including availability for use by your contractors. LARIAC participation allows for data use and deployment across your entire agency in all applications, from planning to emergency services to public works.

One of the key benefits of LARIAC is cost sharing, provides members a suite of high quality deliverables at lower cost per member as more cities and agencies participate. Cost savings are passed back to participants in the form of additional data products, more frequent image capture and maintaining the price point over time.

To date, 102 cities, County departments, agencies, and educational institutions have benefited from these cost savings. These entities are listed in Attachment I. We invite you to contact these participants to learn more about their use and benefit from the LARIAC.

ATTACHMENT IV

LARIAC7 PRODUCT LIST

Orthogonal Imagery
- 4-band orthogonal imagery (including color infrared) at 4-inch or better resolution in the urban areas, and 9-inch or better in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).

Oblique Imagery
- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

Building Outlines
- Building outlines updated for all buildings over 300 square feet.

Digital Terrain Data
- LIDAR point cloud including all elevation data (QL1 or better).
- Digital Terrain Model (DTM) – bare earth data derived from LIDAR.
- Digital Surface Model (DSM) - building and tree tops derived from LIDAR.
- Digital Elevation Model (DEM) – bare earth data optimized for processing.
- 1-foot contours for urban areas, and 2-feet contours for the National Forest.

Additional Data Product(s) as Feasible
- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- Solar Model.
- Raster Tree Canopy Model.
- Raster Building data Model.
- Hillshade.
- Slope.
- Raster Height Model.
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

Hosted Solution
- EagleView CONNECTExplorer and CONNECT Products (e.g. EagleView for ESRI Web AppBuilder, Integrated Pictometry Application).
- Image services provided as WMS, WMTS, TMS, and Esri REST.

GIS Viewer Access
- Enhanced access to the LARIAC data, current parcel information, other County GIS data, and mapping and GIS tools through the County's GIS Viewer.

ATTACHMENT V

SAMPLE LETTER OF INTENT

LARIAC7
February 15, 2022
Page 12

City of Maywood

4319 East Slauson Avenue • Maywood, California 90270
Tel: (323) 562-5700 • Fax (323) 773-2806

02/25/2022

Steven Steinberg
County of Los Angeles
Internal Services Department
Mailstop #3
9150 Imperial Highway
Downey, CA 90242

Dear Dr. Steinberg:

It is our intent to participate in the 2023 Los Angeles Region Imagery Acquisition Consortium (LARIAC7). LARIAC7 will acquire 4-inch color orthogonal in urban areas (9-inch in National Forests), 4-inch oblique aerial photography, building representations (outlines), digital terrain data, and additional high resolution image acquisitions throughout the three-year cycle. We understand the cost will be **$21,364.** Recognizing that our final commitment is contingent upon approval by our organization. It is understood this approval must be obtained prior to confirming our participation in this project.

If you have questions, please contact Jennifer Vazquez, City Manager at 323-562-5700 and jennifer.vasquez@cityofmaywood.org.

Sincerely,

Signature

Jennifer Vasquez
Print Name

City Manager
Title

2/25/2022
Date

ATTACHMENT VI

PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 ("LARIAC7") PROJECT

PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 ("LARIAC7") PROJECT

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **City of Maywood**, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2023 Project;

B. **WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;

C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and

D. **WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. Responsibilities of the County

A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.

B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.

D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.

E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.

F. Provide monthly reports to the Participating Entities on the status of the Project.

3. The Participating Entity Has the Right to

A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).

B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.

D. Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

4. Mutual Responsibilities; Maximum Contribution

The Parties shall be mutually responsible for the following:

A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement.

The Maximum Contribution of the Participating Entity shall be $21,364.

B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of LARIAC Account

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.

ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

B. The LARIAC Account established by the County in connection with the Project, shall be subject to the following:

i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.

ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the total costs of the Project.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data,

and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 7 Authorized User Confidentiality and Non-Disclosure Agreement).

E. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

F. This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

H. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

I. Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:

(i) Such entity executes this Agreement, and

(ii) Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with sub-paragraph 5.B of this Agreement.

J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 6 Program on the date indicated below.

PARTICIPANT ENTITY
City of Maywood

By: _____
Jennifer Vasquez
City Manager

Date: _____

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: _____

Date: _____

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

DIGITAL DATA

All data will be acquired in 2023 unless otherwise noted.

Orthogonal Imagery

- 4-band orthogonal imagery (including color infrared) at 4-inch or better resolution in the urban areas, and 9-inch or better in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).

Oblique Imagery

- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

Building Outlines

- Building outlines updated for all buildings over 300 square feet.

Digital Terrain Data

- LIDAR point cloud including all elevation data (QL1 or better).
- Digital Terrain Model (DTM) – bare earth data derived from LIDAR.
- Digital Surface Model (DSM) - building and tree tops derived from LIDAR.
- Digital Elevation Model (DEM) – bare earth data optimized for processing.
- 1-foot contours for urban areas, and 2-feet contours for the National Forest.

Additional Data Product(s) as Feasible

- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- Solar Model.
- Raster Tree Canopy Model.
- Raster Building data Model.
- Hillshade.
- Slope.
- Raster Height Model.
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

ATTACHMENT B

LOS ANGELES REGIONAL
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 4, LAR-IAC5, LAR-IAC6, LAR-IAC7
AUTHORIZED USER
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

1. Pictometry International Corp., a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 ("Pictometry"), and the County of Los Angeles ("County") have entered into that certain agreement dated December 3, 2013 as amended from time to time ("Agreement") for delivery of licensed digital mapping data and software ("Licensed Products") to the County. Under the Agreement, certain governmental entities ("Authorized Entities"), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.

2. Pursuant to Paragraph 11.2 (Authorized Users) of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.

3. The undersigned is an Authorized User of an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the Authorized Entity ("Project").

4. The undersigned Authorized User understands and agrees that the Licensed Products contain proprietary, trade secret and/or confidential information ("Confidential Information") of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement ("NDA"), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular Authorized Entity.

5. Pictometry and the County acknowledge that the Agreement and certain information and documentation (collectively, "Records") may be subject to public record requests (e.g., California Public Record Act Request or Freedom of Information Act Request) or other compelled legal disclosure requests (e.g., a subpoena or warrant) (collectively, "Compelled Disclosure Requests"). Should the Authorized Entity reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted Compelled Disclosure Request, the Authorized Entity will promptly notify County and Pictometry of such request providing five (5) days advance notice prior to producing any of the requested Records. Pictometry explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records. The Authorized User and the Authorized Entity, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

6. The undersigned Authorized User agrees to protect and maintain any Confidential Information the Authorized User is given access to under this NDA using at least the same protections and to the same extent the Authorized Entity uses to protect and maintain its own confidential information of a similar nature.

7. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County's prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER:

Signature: _____ Address: _

Name: _____ _

Organization: _____ City/Zip: _

Date: _____ Phone: ___

AUTHORIZED BY:

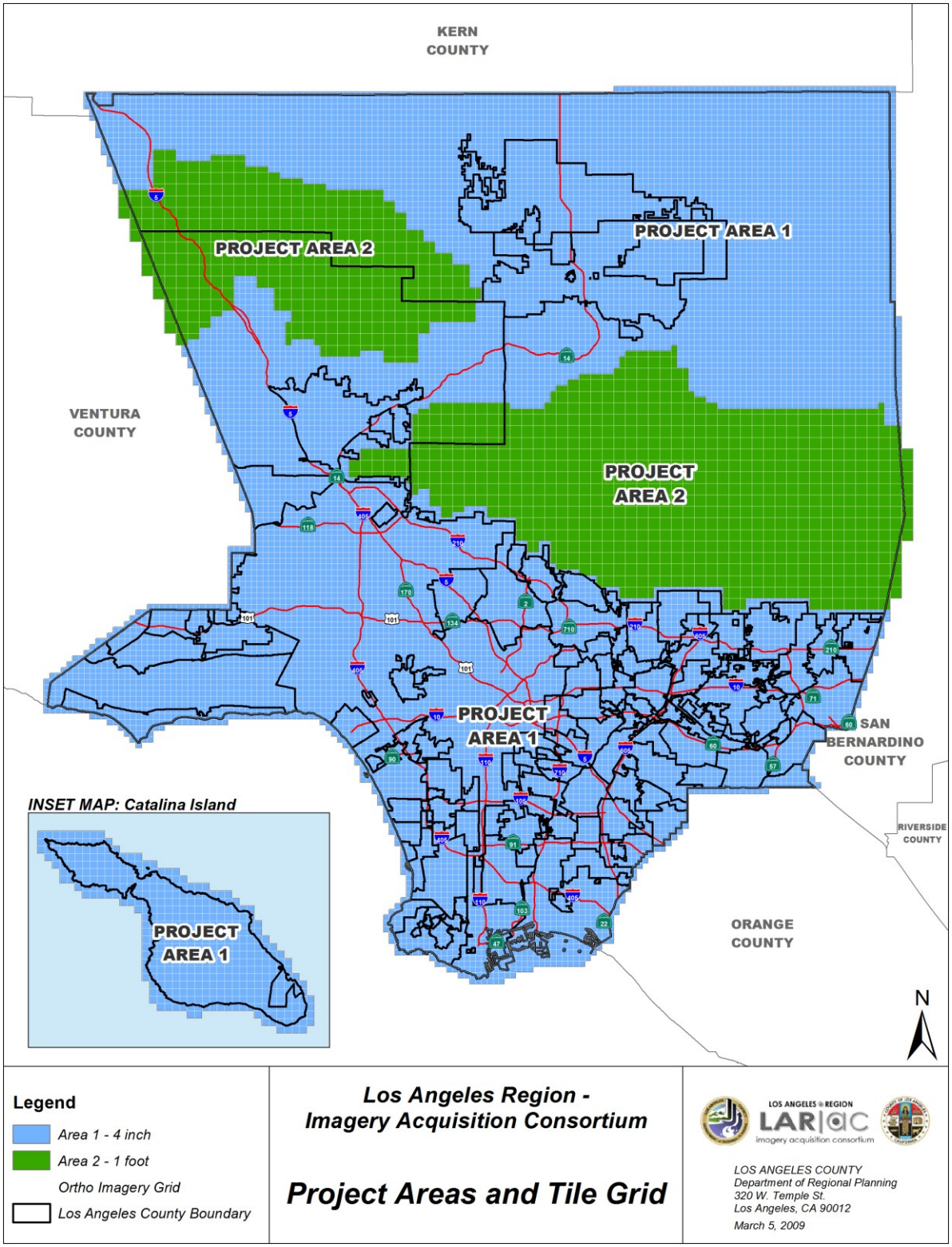
Signature: _____ Date: _____

Name:_____ Authorized Entity: _____

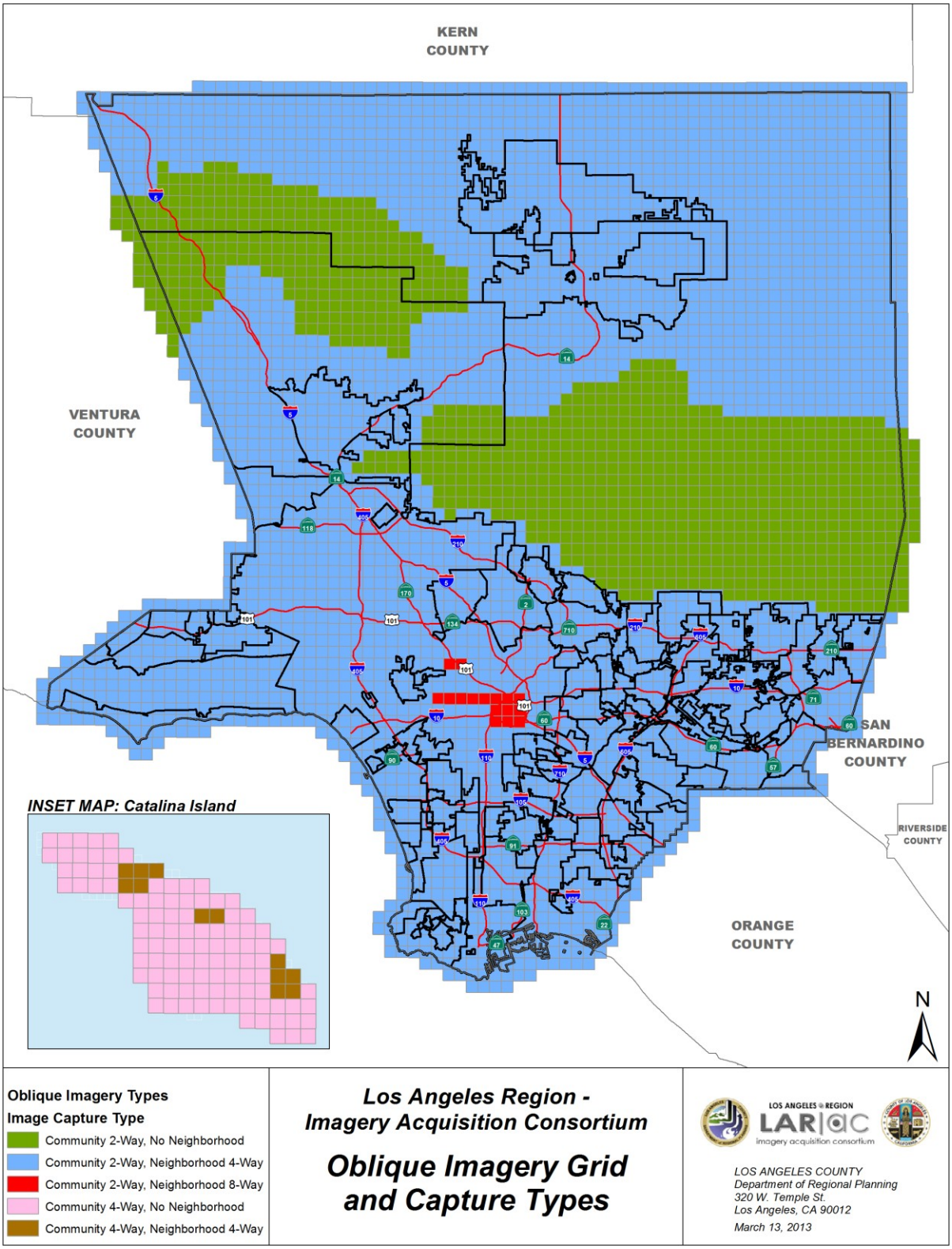
Title: _____ County's Project Director: __

Note: Submit completed form and a copy of the contract between the Authorized Entity and the Authorized User that details the "Project" to Dr. Steven Steinberg, LARIAC Project Director, at SSteinberg@isd.lacounty.gov and Cc' An Dang, LARIAC Project Manager, at adang@isd.lacounty.gov for review and approval.

Map 1: Areas for Orthogonal Imagery Products



Map 2: Areas for Oblique Imagery Products



AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 9.

DATE: August 10, 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 APPOINTMENT OF ONE MEMBER TO THE MAYWOOD PLANNING COMMISSION TO FILL THE FOUR (4) YEAR TERM FOR SEAT NO. 5 WHICH EXPIRED ON JUNE 19, 2022.

RECOMMENDATION:

Staff recommends that the City Council consider the appointment of one member to the Planning Commission to fill the 4 year term for Seat No. 5 which expired on June 19, 2022.

BACKGROUND:

The Planning Commission is a five-member body that reviews and acts on matters related to planning, land use development and community development in general. The Planning Commission has an essential role in the planning process by acting as an advisory body to the City Council on all planning and development issues as well as functions as the decision-making body for a number of planning proposals.

Duties of the Planning Commission include but are not limited to holding public hearings and meetings; reviewing the General Plan; reviewing and recommending zoning code regulations; reviewing subdivision maps; and taking action on variances, conditional use permits, special use permits.

The term of the existing Commissioner Seat No. 5 expired on June 19, 2022, the City began to accept applications from persons who desire to serve on the Maywood Planning Commission for the next term. The Maywood Municipal Code requires that members of the Planning Commission must, at the time of their application and throughout their term, be residents of the City or otherwise be employed in the City of Maywood. The application period closed on July 21, 2022 with one (1) submittal.

DISCUSSION:

As stated above, the City received one (1) application. Staff reviewed the application and determined that the applicant lives in the City of Maywood. The City Council can either appoint the applicant or request that staff re-advertise the planning commission opening.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The Planning Commissioner stipend is $65.00 per month. The General Ledger (GL) Account for Fiscal Year 2022/2023 is 5104 - Appointed Officials Stipend. No additional budget appropriation is needed.

ATTACHMENT(S)

1. Crystal Acosta Planning-Commission Application and Resume

COMMISSION APPLICATION PACKET

City of Maywood Planning Commission

The City of Maywood has established the Planning Commission which is comprised of residents and employees in the City who volunteer their time to review and act on matters related to planning and development. Members of the Commission serve at the will and at the pleasure of the City Council. Besides a willingness to serve, there is no formal background requirement; however, it would be desirable for applicants to have experience in planning, land use, and/or architecture. The Maywood Planning Commission consists of five members appointed by the City Council to serve four-year terms. There currently are no term limits.

PLANNING COMMISSION (4-YEAR TERM)

Meets 3rd Tuesday (as needed), Council Chamber, 4319 E. Slauson Ave. – 7:00 p.m.

- General Eligibility Requirements: An applicant must be a resident of, or employed within the incorporated limits of the City of Maywood for the entire term of office. (MMC §9-1.02)
- Must be a registered voter
- Planning Commissioners must submit annual conflict of interest statements and are required to satisfy a biennial ethics training requirement.

Application Process

To apply, you must complete and submit a Commission Application Packet.

1. Those interested in applying for appointment to the Planning Commission may obtain an Application from the City Hall, 4319 E. Slauson Ave., Maywood, or by downloading from the City's web site: www.cityofmaywood.org.
2. Completed applications must be submitted to City Hall in person, by mail delivery, or electronically to shirley.quinones@cityofmaywood.org.
3. All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form.
4. Provide three (3) references with contact information.
5. Applications will be kept on file for two years.
   a. Applications on file will NOT be automatically included in future recruitments except as otherwise provided herein..
   b. The City will email notice of vacancy to persons with applications on file.
   c. Persons with applications on file wishing to be considered for appointment to vacancy(ies) occurring after the initial recruitment, must notify the City in writing during the recruitment period and prior to the advertised application deadline.
   d. It is the applicant's responsibility to ensure their application is current and updated prior to each recruitment.

Eligibility

1. Applicants must meet all requirements of the Commission at the time their application is submitted as well as during their entire term of service (i.e. resident of the City or employed in the City, etc.).
2. Applicants shall be considered **ineligible** to serve on the Commission if the applicant's relative(s) is employed by the City in the same department serving as liaison to the Planning Commission.

Disclosure and Regulatory Requirements and Non-Compliance

Conflict of Interest Disclosure

In compliance with state law, appointed officials are required to file a Statement of Economic Interests with the Fair Political Practices Commission upon appointment to office, and annually thereafter. If appointed, you may be required to make information publicly available regarding your personal finances. This information is used to assess whether there is any potential conflict of interest between your financial interests and the decisions you make as a public official.

Disclosure and Regulatory Requirements and Non-Compliance

Mandatory Ethics Training (Government Code §53234, et seq.)

Following California State Law, commission members are required to satisfy the local ethics training requirements mandated by Government Code Section 53234 et. seg. Commonly known as "AB1234"Ethics Training. AB1234 requires two hours of ethics training within one year of appointment. This training is valid for two years and must be retaken every two years. The State has an online ethics-training program which may be completed from ay computer with internet access. The training may be completed all at once, or in smaller increments, as the program keeps track of your time every time you sign on.

Brown Act (Government Code §54950, et seq.)

The Planning Commission is subject to the Brown Act and each member must abide with the Brown Act's various provisions. Commission members are required to attend a City-held Brown Act training within one year of appointment and every two-years thereafter.

Public Records Act (Government Code §6250-6276.48.)

This application qualifies as a public record and all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record.

Attendance (MMC §9-1.05 Meetings/Absences)

Commission members are required to attend meetings on a regular basis. If a member does not attend any three regularly scheduled meetings within any calendar year, the member automatically forfeits the position and is removed from the Commission without any further action by the City Council.

Non-Compliance with Requirements

City of Maywood Commission members not in compliance with the required State law disclosure and regulatory requirements, which include a current AB1234 Ethics Training certificate, conflict of interest disclosure statements and attendance of a City held Brown Act training, will be suspended from participating in meetings until compliance is re-established.

CONTACT INFORMATION

CITY OF MAYWOOD PLANNING COMMISSION

MAYWOOD CITY HALL
Department of Planning and Building
4319 E. Slauson Ave.
Maywood, CA 90270
Office: (323) 562-5723
Maywood City Web Site: www.cityofmaywood.org

APPLICATION FOR PLANNING COMMISSIONER

City of Maywood

Date Stamp Received

4319 E. Slauson Ave., Maywood, CA 90270 • Telephone (323) 562-5700 • Fax (323) 773-2806

Submittal Requirements (Completed Application must contain the following)

○ Completed, signed Application ○ Three (3) references with contact information ○ Resumé

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the Application itself. Resumes, attachments and other supporting documentation cannot be substituted for an Application form. It is important that you answer all questions on your Application fully and accurately. If additional space is needed to answer questions, attach additional sheets.

Completed Applications should be returned to the City Hall, 4319 E. Slauson Ave., Maywood, CA 90270 or by email shirley.quinones@cityofmaywood.org

Information Sheet

1. Please confirm that you are applying for a Planning Commission seat: ☑ Yes ☐ No
2. Have you ever served on the City of Maywood Planning Commission or been employed by the City? ☐ Yes ☑ No

   If yes, in what capacity and when (months/years) _____

3. Name: Acosta (Last) Crystal (First) Denisse (Middle)
4. Residential Address: XXXXXXXXX
5. Phone Number: (323)XXXXXXXX Email: xxxxxx@gmail.com
6. Are you a registered voter in the City of Maywood? ☑ Yes ☐ No
7. Do you currently reside within the incorporated City limits? ☐ Yes ☑ No
8. Do you currently work within the incorporated City limits? ☐ Yes ☑ No
9. Occupation and Place of Employment: Membership Lead at YMCA
10. Do you have any relatives currently working for the City of Maywood? ☐ Yes ☑ No

    If Yes, please list name(s) and relationship: _____

11. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

I currently do not hold any active memberships in any organizations.

12. Please state the reasons you are interested in being a member of the Planning Commission:

I would like to expand my experience and learn more about my community. I am interested in making my community more safe by being part of community developments. I enjoy helping people and I would enjoy helping residents who are interested in making changes to their homes.

13. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

My responsibilities included following up on paperwork, ensuring documents were correctly filled out, communicating with staff/members/clients and when needed organize documents for management.

14. Please briefly express your views regarding current and future development in Maywood:

I understand there are budgets but here are a few things I would like to focus in our community. Add stop signs in areas where accidents frequently occur, fix sidewalks where tree branches have lifted the concrete (safety hazard for residents walking) and ensure that our businesses are in compliance with current licenses and are practicing safety protocols.

15. References (Provide the names and contact information for three (3) individuals who we can contact)

1. Gerry Salcedo
(Name)
Home Number: _____
Cell Number: (213) xxxxxx

2. Maria Mendoza
(Name)
Home Number: _____
Cell Number: (323) xxxxxx

3. Daisy Nuñez
(Name)
Home Number: _____
Cell Number: (323) xxxxxxx

DISCLOSURE AND REGULATORY REQUIREMENTS

Conflict of Interest Disclosure – In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed, I am required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Maywood, or any decisions taken by the City of Maywood that may influence that business or affiliation as well as provide other information as required by the California State Fair Political Practices Commission. The City will provide appointees with the filing form and instructions.

CA
Initials

Attendance (MMC §9-1.05) – Commission members are required to attend meetings on a regular basis, and are automatically removed if a member does not attend three regularly scheduled meetings within any calendar year.

CA
Initials

CA CA

Mandatory Ethics Training (Government Code §53234) – In compliance with state law, if appointed, I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office.

CA
Initials

I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Maywood. Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.

[redacted] 07/21/2022

Applicant's Signature

07/21/2022

Date

FOR INTERNAL USE ONLY

Meets Minimum Requirements: _____Yes _____No Residency and/or Employment Verified: _____Yes _____No

Application Active Until: _____

Crystal Acosta

[redacted]

Highly creative, innovative and self-motivated experienced membership coordinator looking to join a team where excellence is key and customer satisfaction is critical.

EXPERIENCE

YMCA, MAYWOOD

MEMBERSHIP LEAD

June 2017-June 2021; January 2022-Current

- Create a positive atmosphere for members
- Efficiently deliver customer service for all members by assisting with inquiries
- Review and approve new member applications
- Coordinate membership account maintenance
- Manage canceled memberships and work with members to reinstate their memberships
- Coordinated numerous events for members such as Toy Drives, Center for Family Health and Education, FEMA Vaccination Center, Dodgers Foundation Baseball for Kids, Clippers Foundation Basketball for Kids, Arts and Crafts and Summer Camp
- Our facility partnered with “Fresh Start” to give food to those families impacted by the COVID-19 pandemic, together we gave about 4,000 meals a week
- Coordinate a system to deliver food to seniors around nearby cities
- Collect and process sponsor and client checks

PULP STUDIO, GARDENA

SAMPLE DEPARTMENT

June 2021- January 2022

- Communicate and process sample orders that can potentially turn into high production projects
- Assist the department with cutting and seaming glass
- Keep the sample glass department organized
- Organize and file customer request orders based on the client name to ensure reordering is an easy process for the client

SKILLS AND ABILITIES

- Strong management and organizational skills
- Consistent performance in high volume environment
- Excellent customer service skills
- Able to prioritize assignments and work independent

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 10.

DATE: August 10, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: REVIEW AND PROVIDE DIRECTION TO STAFF RELATED TO THE RULES, REGULATIONS, FEES AND APPLICATION PROCESS FOR THE DODGERDREAM FIELD AT MAYWOOD PARK.

RECOMMENDATION:
Staff recommends that the City Council review and provide direction to staff regarding the rules, regulations, fees, and application process for the Dodger Dreamfield at Maywood Park.

BACKGROUND:
On April 30, 2022, the City unveiled the Dodger Dreamfield at Maywood Park. Since this unveiling, staff has received numerous requests from different organizations and individuals for the use of the field. For the last several years, the City has issued MaCES (LAUSD) a no-fee field use agreement to use the field during their baseball season. In addition, the field is utilized by the YMCA for the Dodger DreamTeam program in spring and summer; due to sponsorships, the programming is free to the participants.
. They have requested to have the field for next spring and summer on estimated dates:

Spring Season: April 3 - May 31, 2023, Monday - Thursday from 4:00 - 7:00 PM and Saturday from 10:00 AM - 2:00 PM
Summer Season: June 12 - August 26, 2023, Thursday from 4:00 - 7:00 PM and Saturday from 10:00 AM - 2:00 PM

In addition, the field will be available to both local high schools during their baseball and softball seasons, February through June.

The Dodger Dreamfield was made possible due to sponsorships from the City of Vernon, San Manuel Band of Mission Indians, Security Benefit, the LA84 Foundation, and the Los Angeles Dodgers Foundation. The Los Angeles Dodgers Foundation built the field and secured the sponsorships named above. Due to this, the City agreed that such sponsors may utilize the field for sports and/or special events, but must get the City's prior approval. The City shall not charge the sponsors a fee for use of the field for these events but may charge for reimbursement of the City's personnel expenses for staff, supervision, security, maintenance, and/or traffic control during a such event(s).

The current park permit application used by the City is attached for reference. The proposed application includes updated fees, rules and regulations.

DISCUSSION:
The current park permit application is general and can be applied to all parks in Maywood; it requires proof of liability insurance showing the City of Maywood as additionally insured plus a $200 refundable deposit for the baseball field. Additional fees for the baseball field included daytime hourly rates, nighttime hourly rates, and the option to pay for the dragging of the field and chalking of lines.

At this time, staff is recommending the creation of a separate application specific to the Dodger Dreamfield. The application includes the following:

- additional details pertaining to the required proof of liability insurance; and
- field rules and regulations.

Proof of Liability Insurance
General liability insurance of the type and amount (at least $1 million) will be required by the City of Maywood and shall be a condition for the issuance of a permit. Failure to provide adequate insurance would cause the City to reject or revoke a permit. Additionally, an Endorsement Page naming the City of Maywood, its officers, agents, and employees, as additionally insured, must be included. Insurance documents must be submitted with the application.

Rules and Regulations
Rules and regulations of conduct for the Dodger Dreamfield at Maywood Park shall apply to persons given an approved application and any persons affiliated with the applicant. Failure to abide by the governing regulations may result in future applications being denied and/or revoked. Please see the permit application for a detailed description of the rules and regulations.

Fees and Optional Services

Fees: The City currently pays $120.00 per week for the weekly field mowing and dragging of the field. It is anticipated that additional costs will include regular maintenance of the bleachers and restrooms. There are utility costs associated with the watering of the field and field lights. Additionally, there will be ongoing maintenance connected with the batting cages, fertilizers, herbicides, fungicides, aeration, and replacement of sports dirt mix as needed.

Since this is the first year the new ballfield is operational, it is recommended that the City continue to charge $70.00 per two-hour increment; the last permit at this rate was issued in 2019. Staff also recommends that the $200.00 Refundable Deposit is included in the proposed application. As stated in the current Park Permit Application, the deposit will be withheld by the City if the organization/individual is in violation of the rules and regulations.

However, for long-term use by non-profits/schools like the YMCA's Dodger DreamTeam youth program and the two local high schools, the City Manager will continue to utilize a field use agreement with a negotiated fee or in-kind donations to assist with ongoing maintenance costs.

Optional Services: In previous years, the City would provide an applicant with the option to pay for field dragging and chalking services at a rate of $75.00. Currently, the City contracts with the current landscaping vendor to drag the field once per week; we do not offer chalking services.

If the City Council would like to include this service, it is recommended that staff be directed to include the service in the application for a fee of $75. Such services could be provided by a part-time public works employee.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
No Fiscal Impact.

ATTACHMENT(S)
1. City of Maywood Insurance and Indemnification Form
2. City of Maywood Baseball Fied Reservation Request Application
3. Current Park Permit Application

City of Maywood
4319 E. Slauson Avenue* Maywood, CA 90270
(323) 562-5700 * FAX (323) 773-2806
www.cityofmaywood.com

Use of City Facility
Insurance and Indemnification Requirements

Insurance

I understand that prior to the commencement of use of any City facility, that I, as representative of the Permittee shall obtain from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:

1) General liability insurance coverage in an amount not less than $1,000,000 per occurrence.
2) Workers' compensation coverage as required by law and with employer's liability limits of at least $1,000,000 per occurrence.
3) Comprehensive General Liability insurance as follows:
   a) The automobile and comprehensive general liability policies may be combined in a single policy, provided that such policy shall have a combined single limit of not less than $1,000,000, for injuries arising out of one occurrence, and $500,000 for property damages.
   b) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least $500,000 per occurrence for liability or claims related to molestation.
   c) **An endorsement** extending coverage to "***the City of Maywood, its employees, officers and agents"*** as an additional insured, in the same manner as the named insured, "***with respect to the liability arising out of the activities of the named insured and their use of City owned or operated facilities."***
   d) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
   e) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.
   f) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of the facility use agreement issued.
   g) As a condition precedent to ongoing or recurring uses, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of such use.
   h) The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under their facility use Agreement.
   i) Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used at a City facility shall include a provision waiving the insurer's right of subrogation against the City.
   j) All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
   k) The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.

Indemnification.

Permittee agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Permittee's use of City facilities, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

_____ _____

Signature of Authorized Representative or Permittee Date

Reset

City of Maywood
Community Services Dep.
4319 E. Slauson Avenue
Maywood, CA 90270

PERMIT APPLICATION

Phone: (323) 562-5700
Fax:(323) 773-2806
claudia.zavala@cityofmaywood.org

Application and agreement for use of Dodgers Dreamfield at Maywood Park. Please read and complete the following form carefully. Failure to provide accurate information may result in a delay of your request.

Maywood Park ❒ Field ❒ Batting Cages

Name | Phone/Cell:

Address | Email:

City | State | Zip Code

Alternate Contact: | Phone/Cell:

☐ Non-Profit (Must meet the 501c (3) qualifications) ☐ Private Event ☐ Special Event Reservation

Name of Organization:

Type of Event: | Expected Attendance: Adults: | Minors:

Date of Event: | Start Time: | End Time:

***Use and attach sheet if necessary - all games and practice reservations must be accompanied by a schedule. ***

Additional Notes / Special Requests

General liability insurance of the type and amount (at least $1 million) required by the City of Maywood shall be a condition for issuance of a permit. Failure to provide adequate insurance may be a cause of the City to reject or revoke a permit. A certificate of liability insurance shall name the City of Maywood as an additional insured. Additionally, an Endorsement Page naming the City of Maywood, its officers, agents, and employees, as additionally insured, must be included. Insurance documents must be submitted with the application.

Arising out of said activities. Indemnification: Permittee agrees to hold harmless, indemnify and defend the City, its employees, agents, and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Permittee's event or use of City facilities arising from this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

PERMITEE HERBY REPRESENTS THAT:
Permittee is aware of the condition of the public premises and accept the premises in their present condition. Permittee agrees to abide all safety regulations. Permittee has carefully reviewed this document, understands its content, and sign it voluntarily without being subject to coercion.

_____ _____ _____

Signature of Authorized Representative | Title | Date

RULES AND REGULATIONS GOVERNING USE OF DODGERS DREAMFIELD AT MAYWOOD PARK

The following rules and regulations shall apply to persons given an approved permit and any persons affiliated with the applicant:

1. The Permitee group shall leave the field in a clean and orderly condition. Any concerns should be documented.
2. Activities for minors shall be supervised by the Permitee and must be present during the entire time stipulated on the permit.
3. Permit group shall agree to have at least one adult present for each fifteen minors in the group.
4. Permit group shall accept full responsibility for any damage to property or facility
5. Permit group shall accept full responsibility for the conduct of those attending the Permitee's event
7. In accordance with the City of Maywood's Municipal Code number 10-3.01 m, alcoholic beverages are not allowed in any City park or its facilities.
8. Confetti is not allowed on the field or bleacher/restroom area.
9. Reservations must be made at least 4 weeks prior to the event.
10. Final arrangements or changes to the application must be made in person by the application holder at least 2 weeks prior to the event date.
11. The permitee group may not rearrange any part of the field set-up.
12. This permit may be revoked for failure to observe the regulations or improper conduct.
13. Permission is granted contingent upon the condition that all rules and regulations established by the City of Maywood will be observed.
14. The City of Maywood has priority on all facilities and approval of this permit is subject to cancellation.
15. Failure to observe the governing regulations may result in future applications being denied.

We hereby certify that we shall be personally responsible on behalf of our organization, for any damage or abuse of park facilities, grounds, or equipment. We certify that we have read the Rules and Regulations of the City of Maywood, included herewith, and agree to abide by and enforce them.

_____	_____	_____
Signature of Authorized Representative	Title	Date

FOR CITY USE ONLY

Requested approved by: _____Staff initials: _____ Copy issued? Y___ / N___

Fees: $_____ Date paid: _____ Insurance Required? Y___ / N___ Copy in file: Y___ / N___

FAILURE TO ABIDE BY THESE RULES WILL RESULT IN THE LOSS OF YOUR DEPSOSIT.

S A M P L E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
provide current date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
INSURANCE COMPANY INFORMATION	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : INSURANCE COMPANY INFORMATION	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: PROVIDE VENDOR INFORMATION

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		X		PROVIDE POLICY NUMBER	EFF DATE	EXP DATE	MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

S A M P L E

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

OPTIONAL: A DESCRIPTION OF SERVICE PROVIDED
*IF DATE NOT SPECIFIED, CERTIFICATE WILL BE CONSIDERED FOR BLANKET PERIOD
*ID EVENT DATE IS SPECIFIED CERTIFICATE WILL NOT BE CONSIDERED A BLANKET
*FOR ALCOHOL PERMIT MUST NOTE: ALCOHOL APPROVED AND EVENT DATE

CERTIFICATE HOLDER

City of Maywood
4319 E Slauson Ave
Maywood, CA 90270

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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OPTION 1

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
The City of Maywood it's employees, officers, representatives, and agents with respect to the liability arising out of the activities of the named insured and their use of City owned or operated facilities 4319 E Slauson Ave Maywood, CA 90270
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

© Insurance Services Office, Inc., 2012

CITY OF MAYWOOD
4319 E. Slauson Avenue
Maywood, Ca 90270
(323) 562-5700

Office Use Only

Park Permit Application

Please attach proof of liability insurance showing the City of Maywood as additionally insured or your application ***WILL NOT*** be processed.

Name of Applicant:_____

Address:_____

City:_____ Zip Code:_____

Primary Phone #:_____ Secondary Phone #:_____

Organization:_____ Phone #:_____

Non Profit Name & Organization #:_____

Adult Organization: ☐ Youth Organization: ☐

Type of Activity:_____

Requested Reservation Time:_____

Sun	Mon	Tue	Wed	Thur	Fri	Sat

Location Requested:

___ Benito Juarez Park
___ Maywood Park
___ Pine Park
___ Pixley Park
___ Riverfront Park

Baseball Field Fees

$200.00 Refundable Deposit (Allow 4-6 weeks after reservation has taken place for refund of deposit. Deposits will be mailed to name/address listed on application. Deposit will be withheld by the City if the organization is in violation of the rules and regulations. If the entire deposit is used to pay fees incurred as a result of the event, the city reserves the right to bill the organization for additional costs; City can hold deposit if permit is renewed)

____ Daytime Hourly Rate (base set-up included) - $35.00

____ Nighttime Hourly Rate (lights and base set-up included) - $50.00

____ Dragging of Field and Chalking of Lines (optional) - $75.00

Comments or Special Accommodations:_____

_____

_____

I understand my group/organization is responsible for removing and disposing of all trash and debris, and for leaving the facility in order. Additionally, I agree to remove all of my/our personal property and equipment from the premises. I am reserving this facility for use by group organization or myself. Any falsification of information on this application could nullify this application. I, the City of Maywood, and any officers , agents or employees from any liability or claim of action for damages resulting from or in any way arising from the use of the facility or equipment and will agree to abide and enforce the rules, regulations, and policies governing the facility as set forth by the City of Maywood. Said group will accept all responsibility of any damages to the premises, furniture, equipment, or ground resulting from use of the said facility.

Signature:_____ Date:_____

OFFICE USE ONLY

Approved:___ Denied:___

Comments:_____

_____

_____

Refundable Deposit: $200.00

Total Payment Received: $_____

Staff Signature:_____ Date:_____