



AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY
(IN-PERSON AND VIDEO-CONFERENCING)

WEDNESDAY, DECEMBER 14, 2022 AT 7:00 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Heber Marquez

CITY CLERK
Andrea Aguilar

MAYOR PRO TEM
Frank Garcia

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

PUBLIC ADVISORY: This meeting will be conducted in person and by video-conferencing 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 meeting, it will be conducted through a hybrid combination of in-person and/or virtual attendance of the five members of the City Council and invited staff at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue and via teleconference using the Zoom platform and broadcasted live on the City's Facebook page. The public may participate in person and or by using the virtual platform

(Zoom).

Public Participation options:

1. **In-Person** - Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA

2. **Zoom:** Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87901227259?pwd=WXFhWlUyNWZFc1B2azlIc0I4a3Y3Zz09>

Passcode: 683970

Public Comment using a virtual platform: join in through the link 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.

3. **Phone:** 1-669-900-6833 Enter Meeting ID: 879 0122 7259 Passcode: 683970

Public Comment for those joining by phone, use the “raise hand” feature by pressing *9 during the public participation period for agenda items or during the public participation period for non-agenda items.

4. **Before the Meeting:** Public comment will be accepted 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. MEETING PROCEDURES** beginning on page 1 of this agenda.

VI. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. MINUTES OF NOVEMBER 9, 2022 CITY COUNCIL MEETING

2. MINUTES OF NOVEMBER 23, 2022 SPECIAL CITY COUNCIL MEETING
3. RESOLUTION NO. 6273 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
4. REVENUE REPORT JULY 2022 - OCTOBER 2022
5. 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).
6. ACCEPTANCE OF TRANSPORTATION DEVELOPMENT ACT (TDA) PEDESTRIAN IMPROVEMENT PROJECT
7. ACCEPTANCE OF AQUATIC CENTER POOL REPLASTERING PROJECT
8. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 6274, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE MEMBERS TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD
9. CONSIDERATION OF ADOPTING RESOLUTION NO. 6275 AND APPROVING THE STATE DEPARTMENT OF PARKS AND RECREATIONS SPECIFIED GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT 2022/23 FOR THE CITY OF MAYWOOD RIVERFRONT RENOVATION PROJECT
10. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR THE RANDOLPH AVENUE BEAUTIFICATION PROJECT FOR TECHNICAL PROFESSIONAL ASSISTANCE SERVICES
11. INTRODUCTION OF UNCODIFIED ORDINANCE NO. 22-03 REPEALING ORDINANCE NO. 16-01 REGARDING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

VII. DISCUSSION/ACTION ITEMS RELATED TO GENERAL MUNICIPAL ELECTION OF NOVEMBER 8, 2022.

12. RESOLUTION NO. 6276 OF THE CITY OF MAYWOOD CERTIFYING AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION CONDUCTED ON NOVEMBER 8, 2022

13. CONSIDERATION OF APPROVAL OF RESOLUTION NO. 6277, ADOPTING AND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MAYWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 36, LOCAL 4319, AND A BUDGET AMENDMENT APPROVAL IN AN AMOUNT OF \$53,283.97.

VIII. PRESENTATION

RECOGNITION OF SERVICE AND PLAQUE PRESENTATION TO MAYOR MARQUEZ FOR SERVING AS MAYOR

RECOGNITION OF SERVICE AND PLAQUE PRESENTATION TO COUNCILMEMBER RICARDO LARA

ADMINISTRATION OF OATHS OF OFFICE AND PRESENTATION OF CERTIFICATES OF ELECTION

IX. REORGANIZATION

14. MAYOR/CHAIR AND MAYOR PRO-TEM/VICE CHAIR SELECTION

X. PUBLIC HEARING

15. ADOPTION OF RESOLUTION NO. 6278 FOR THE FORMATION OF UNDERGROUND UTILITIES DISTRICT NO. 22-1 FOR MAYWOOD AVENUE FROM 54TH STREET TO SOUTH OF SLAUSON AVENUE INTERSECTION, REPEALING RESOLUTION NO. 6268 AND FINDING THAT THE FORMATION OF DISTRICT NO. 22-1 IS CATEGORICALLY EXEMPT FROM CEQA REVIEW

XI. DISCUSSION/ACTION ITEMS

16. APPOINTMENT TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT (GLACVCD) BOARD OF TRUSTEES FOR TWO-YEAR OR FOUR-YEAR TERM AT THE DISCRETION OF THE CITY COUNCIL

XII. CLOSED SESSION

XIII. 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. MEETING PROCEDURES** beginning on page 1 of this

agenda.

- XIV. **ADJOURNMENT** - The next Regular Meeting of the Maywood City Council is Wednesday, December 28, 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.





MINUTES
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY
(IN-PERSON AND VIDEO-CONFERENCING)

WEDNESDAY, NOVEMBER 9, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

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

II. CITY OFFICIALS

MAYOR

Heber Marquez (present)

CITY CLERK

Andrea Aguilar (present)

MAYOR PRO TEM

Frank Garcia (teleconference)

CITY TREASURER

Mary Mariscal (present)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Ricardo Lara (present)

Jessica Torres (excused)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (present)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (teleconference)

Shirley Quiñones, Deputy City Clerk (present)

III. MEETING PROCEDURES

PUBLIC ADVISORY: This meeting was conducted in person and by video-conferencing 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 IN-PERSON AND LIVESTREAMED VIA THE CITY'S FACEBOOK AT: <https://www.facebook.com/cityofmaywood> OR BY ZOOM

AT: Teleconference 1-669-900-6833 Meeting ID: 860 4176 3406 Passcode: 495346 or

<https://us02web.zoom.us/j/86041763406?pwd=cEJNTUZycnJWTVgwT01vY1BlbVJzZz09>

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor and Council Members provided community updates.

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

The following spoke on Agenda items:

1) Heather Wilson

VI. PRESENTATIONS

2022 HALLOWEEN HOME DECORATING COMPETITION

Mayor Marquez recognized the winners of the Maywood's 2022 Halloween Home Decorating Competition: First Place winner, Yoshira Rico, Second Place Winner, Rico Frausto and Third Place winner, Jordan Johnson.

VII. PUBLIC HEARING - None

VIII. CONSENT CALENDAR

1. MINUTES OF OCTOBER 12, 2022 CITY COUNCIL MEETING

Motion to approve the Minutes of October 12, 2022 City Council Meeting by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

2. RESOLUTION NO. 6272 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

Motion to receive, approve and file the warrant registers, wire transfers dated 10/26/2022 through 11/09/2022, and net payrolls dated 09/25/2022 through 10/02/2022 and adopt Resolution No. 6272 approving the Warrants for Payment by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

3. REVENUE REPORT JULY - SEPTEMBER 2022

Motion to receive and file the Revenue Report from July - September 2022 by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

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

Motion to adopt the finding that the City Council has reconsidered the circumstances of the state of emergency and find 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 the State and County of Los Angeles officials continue to recommend measures to promote social distancing and therefore, the legislative body meetings of the City may continue in a virtual teleconference format in compliance with Government Code Section 54953(e) by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

5. CONSIDERATION OF THE PROCUREMENT AND REPLACEMENT OF NEW HVAC (HEATING, VENTILATION, AIR CONDITIONING) AT A) CITY HALL, B) SHERIFF SHARED FACILITIES AND B) YMCA THROUGH BUYBOARD NATIONAL PURCHASING COOPERATIVE

Motion to 1) Authorize the purchase, replacement and installation of one HVAC at City Hall, four (4) HVAC units at the Sheriff Shared Facility and two (2) HVAC units at YMCA Facility through BuyBoard National Purchasing Cooperative; and 2) Appropriate \$155,045 from the local rescue plan fund for the purchase and replace of the one HVAC at City Hall, four (4) HVAC units at the Sheriff Shared Facility and two (2) HVAC units at YMCA Facility and up to 15% contingencies and project management; and 3) Authorize the City Manager to sign the procurement documents and any other documents required to facilitate the purchase and installation by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

6. CONSIDERATION OF AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES NEIGHBORHOOD LAND TRUST FOR THE PARAMETERS REGARDING THE DEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS TO CERTAIN EXISTING OR NEW PARKS IN THE CITY OF MAYWOOD

Motion to approve the Amendment to the Agreement between the City of Maywood and the Los Angeles Neighborhood Land Trust for the parameters regarding the development and construction of improvements to certain existing or new parks in the City of Maywood by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

IX. DISCUSSION/ACTION ITEMS

7. CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS ANGELES TO SUPPORT BROADBAND CONNECTIVITY AND ADDRESS THE DIGITAL DIVIDE

Motion to (i) approve a Memorandum of Understanding (MOU) between the City and the County of Los Angeles to support broadband connectivity and address the digital divide in the form finalized by the City Manager and City Attorney; and (ii) authorize the City Manager and City Attorney to make non-substantive changes and execute all related documents by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

8. CONSIDERATION TO APPROVE THE COMMUNITY SERVICES MANAGEMENT SOFTWARE PROGRAM "CIVICREC" TO HELP MANAGE FIELD RENTALS, PROGRAMMING, AND VOLUNTEER OPPORTUNITIES.

Motion to (i) appropriate \$7,888.00 from the Local Fiscal Recovery Fund for CivicRec annual fee and implementation to help manage field rentals, programming, and volunteer management; and (ii) authorize the City Manager to sign the procurement documents in the form finalized by the City Manager and City Attorney by De La Riva. Second by Lara. AYES: De La Riva, Lara, Garcia, Marquez. ABSENT: Torres PASSES

X. CLOSED SESSION

None

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

The following spoke on Non-Agenda items:

- 1) Maria Iniguez
- 2) Veronica Guardado
- 3) Javier Gonzalez
- 4) Ricard Acosta
- 5) Heather Wilson

XII. ADJOURNMENT

Meeting adjourned at approximately 8:14 p.m. to the next meeting of the Maywood City Council, Wednesday, November 23, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Andrea Aguilar, City Clerk



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

WEDNESDAY, NOVEMBER 23, 2022 AT 1:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 1:06 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (present)

CITY CLERK

Andrea Aguilar (absent)

MAYOR PRO TEM

Frank Garcia (teleconference)

CITY TREASURER

Mary Mariscal (absent)

COUNCIL MEMBERS

Eduardo De La Riva (teleconference)

Ricardo Lara (absent)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (teleconference)

Shirley Quiñones, Deputy City Clerk (present)

III. 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 LIVE STREAMED VIA THE CITY'S FACEBOOK AT:

<https://www.facebook.com/cityofmaywood> OR BY ZOOM AT:

Teleconference 1-669-900-6833 Meeting ID: 851 1622 4094 Passcode: 557540

or

<https://us02web.zoom.us/j/85116224094?pwd=K3VqM0duSTdUb1VYbUNYVUVibFREZz09>

Passcode: 557540

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

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

None

V. CONSENT CALENDAR

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

Motion to adopt the finding that the City Council has reconsidered the circumstances of the state of emergency and find 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 the State and County of Los Angeles officials continue to recommend measures to promote social distancing and therefore, the legislative body meetings of the City may continue in a virtual teleconference format in compliance with Government Code Section 54953(e) by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Torres, Garcia, Marquez. ABSENT: Lara
PASSES

VI. ADJOURNMENT

Meeting adjourned at approximately 1:12 p.m. to the next meeting of the Maywood City Council, Wednesday, December 14, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Shirley Quiñones, Deputy City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: RESOLUTION NO. 6273 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 11/03/2022 through 12/14/2022, and net payrolls dated 10/23/2022 through 11/19/2022 and adopt Resolution 6273 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 by 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 2022-23 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.

C. HIGHER PAYMENTS AND OUTLAYS. As Warrants are typically presented for review and approval at each City Council meeting, when the number of meetings is reduced, then the total amounts of payments and outlays are higher.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Total warrants, transfers, and wires issued (net of any voided payments) and checks issued during the period of 11/03/2022 through 12/14/2022 are \$2,114,648.91.

F.Y. 22-23 Impact: \$1,617,070.06 plus \$497,578.85 = \$2,114,648.91	Current F.Y. Budget: 2022/2023
ACCOUNTS PAYABLE: Fund Impacted: 100 - General Fund \$1,139,556.28 212 - Gas Tax Fund \$ 47,788.72 214 - Bikeway Fund \$ 39,790.62 216 - SB-1 Road Maintenance Rehabilitation Act Fund \$ 145.03 221 - Proposition A Fund \$ 72,906.54 222 - Proposition C Fund \$ 14,537.86 243 - Community Development Block Grant (CDBG) Fund \$ 26,309.40 251 - Street Light Fund \$ 62,014.52 261 - Grants Fund \$ 150,998.09 273 - Local Fiscal Recovery Fund \$ 47,000.00 280 - Measure W Fund \$ 14,537.00 412 - Sewer Enterprise Fund \$ 1,486.00 ACCOUNTS PAYABLE SUB-TOTAL \$ 1,617,070.06 WIRE TRANSFERS/ACH TRANSACTION SUB - TOTAL \$ 497,578.85	Budget adjustment requested: None
Source of funds: 100, 212,214,216, 221,222, 243,251, 261, 280 and 412	
Account Number: Various	

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 12.14.22
2. Exhibit B Warrant Register Detail 12.14.22

RESOLUTION NO. 6273

**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 \$2,114,648.91 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 14th day of December, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6273 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 14th day of December, 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, December 14, 2022

Accounts Payable		Amount
Accounts Payable prepaid warrants for payment: Checks No. 090162 - 090241		\$ 623,476.49
Accounts Payable regular warrants for payment: Checks No. 090242 - 090302		\$ 993,593.57
	Sub-total	\$ 1,617,070.06
 Wire Transfers/ACH Transactions		
11/03/22 CalPERS Health Premium November 2022		\$ 25,955.61
11/03/22 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees - November 2022		\$ 9,872.83
11/08/22 8x8 Inc - Monthly Phone Maintenance		\$ 631.58
11/09/22 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - November 2022		\$ 22,355.58
11/10/22 Payroll Pay Period 10/23/2022 - 11/5/2022		\$ 44,455.29
11/15/22 US Bank - Analysis Service Charge		\$ 1,194.96
11/16/22 CalPERS Employer Contribution 10/9/2022 - 10/22/2022		\$ 7,090.57
11/16/22 CalPERS Employer Contribution 10/23/2022 - 11/5/2022		\$ 7,089.20
11/17/22 US Bank - Acct#221984000 Interest on Pension Obligation Bonds		\$ 292,365.93
11/18/22 ADP Payroll Fees		\$ 381.94
11/24/22 Payroll Pay Period 11/6/2022 - 11/19/2022		\$ 44,655.65
11/29/22 State Compensation Insurance Fund - Workers Comp Ins Surcharge Policy 9143213		\$ 5,181.33
12/01/22 US Bank - Merchant Fees		\$ 519.94
12/02/22 CalPERS Health Premium December 2022		\$ 25,955.61
12/02/22 CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees - December 2022		\$ 9,872.83
	Sub-total	\$ 497,578.85
	Total Demands	\$ 2,114,648.91

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090159			VOID - Misprint			
090160			VOID - Misprint			
090161			VOID - Misprint			
090162	P	11/16/2022	CoreLogic Solutions LLC.	168.73	Property Finder Services for September 2022	General Fund - 100
090163	P	11/16/2022	Mil Flores Design	150.00	Wreath for Veterans Day Event	General Fund - 100
090164	P	11/16/2022	U.S. Bank Corporate Payment System	6,460.80	Acct#4246044555755283 Credit Card 10-17-22 Stmt	General Fund - 100
090165	P	11/23/2022	Amazon Capital Services	648.73	Halloween Event Supplies Office / Meeting Supplies Office/Calendar Supplies Sign Holder for Community Services Supplies for Veterans Day Event	General Fund - 100
090166	P	11/23/2022	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	6,983.43	Monthly IT Services Fee (Prorated) - October 2022 Replacement Laptop/Software-S Quinones	General Fund - 100
090167	P	11/23/2022	Thomas A. Rodriguez dba American Elevator Co	695.00	Elevator work at the YMCA	General Fund - 100
090168	P	11/23/2022	AT&T	27.48	Emergency Elevator Services from 10/01/22 to 10/31/22	General Fund - 100
090169	P	11/23/2022	California Consulting Inc.	3,500.00	Grant Writing Services Monthly Retainer - November 2022	General Fund - 100
090170	P	11/23/2022	Arturo Sanchez dba Calmex Graphics	424.86	Business Cards for Staff (J Gomez/C Ko)	General Fund - 100
090171	P	11/23/2022	Charter Communications Holdings, LLC	631.80	Internet and Phone Services - November 2022	General Fund - 100
090172	P	11/23/2022	County of L.A. Dept. of Animal Control	7,936.42	Animal Control Services for September 2022	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090176	P	11/23/2022	Crosstown Electrical & Data Inc.	32,298.11	3646 54th St - Streetlight blacked out - September 2022 Slauson & Heliotrope - Pole hit, ped head and visors damaged - Sept 2022 3921 57th-Safety/Street Light out - March 2022 4343 55th-Street light out - March 2022 4419 60th-Replace Pull Box Lid - March 2022 4433 60th-Replaced Pull Box Lid - March 2022 4516 56th-Safety/Street Lights out - March 2022 4534 58th-Safety/Street Light out - March 2022 4718 57th - Streetlights blacked out - September 2022 4731 57th - Streetlight blacked out - September 2022 4755 Slauson-Broken Pull Box Lid - March 2022 4961 59th-Street light out - March 2022 5031 60th St-Street light wiring vandalized - March 2022 55th & Pine-NWC & NEC Wiring Vandalized - March 2022 Atlantic & 57th-WB NWC Pole Knocked Down - March 2022 Maywood & 55th - Street Lights out - September 2022 57th & Atlantic to King - Streetlights out - September 2022 Preventative Maintenance - September and October 2022 Slauson & Everett - NB NEC Repair Red LED - September 2022	Street Light Fund - 251
090177	P	11/23/2022	Dapeer, Rosenblit & Litvak, LLP	731.14	Code Enforcement Legal Services - September 2022	General Fund - 100
090178	P	11/23/2022	Dave and Frank Automotive	73.28	VIN#1N4BZ0CP5HC308062 Replacement Tire VIN#1N4BZ0CPXHC308459 Repair Tire Leak	General Fund - 100
090179	P	11/23/2022	Dewey Pest Control	141.00	October 2022 Pest Control Service	General Fund - 100
090180	P	11/23/2022	Marco Tulio Mancia Caballero dba Elim HVAC	3,600.00	AC Repairs at Daycare at Maywood Park	General Fund - 100
090181	P	11/23/2022	EMPLOYMENT DEVELOPMENT DEPT	4,045.48	Unemployment Benefit Liability - 7/1/22 to 9/30/22	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090182	P	11/23/2022	Environmental Science Associates	1,925.00	Prof Services for Climate in Action/Resilency Plan - Sept 2022	Grants Fund - 261
090183	P	11/23/2022	Expert Building Maintenance LLC	8,500.00	City Hall/Police Dept Additional Janitorial Services - Oct 2022 City Hall/Police Dept and Parks Janitorial Services - Oct 2022	General Fund - 100
090184	P	11/23/2022	George Hills Company	454.50	City Claims / Adjuster - October 2022	General Fund - 100
090185	P	11/23/2022	Gerald Gomez	20.00	J. Gomez Parking Reimbursement - 10-28-22	General Fund - 100
090186	P	11/23/2022	Graffiti Protective Coatings	20,517.33	Graffiti Removal Bus Shelter Maint - September 2022 Citywide Graffiti Removal - September 2022	Prop C Fund - 222 CDBG - 243
090187	P	11/23/2022	HdL Software LLC	1,207.29	New Accounts Processed - October 2022 Permits Software Quarterly Use Fee-09/01/22 to 11/30/22	General Fund - 100
090188	P	11/23/2022	Myers & Sons Hi-Way Safety Inc.	878.51	Banding and Buckles for Christmas Decorations Dodger Dream field sign Sign straps	General Fund - 100
090189	P	11/23/2022	Hinderliter de Llamas & Assoc.	16,500.00	Cannabis Management Plan - September 2022	General Fund - 100
090190	P	11/23/2022	Home Depot Commercial Acct Pro	240.62	Building Janitorial Supplies	General Fund - 100
090191	P	11/23/2022	Infinity Technologies	3,680.00	Final Monthly IT Services - October 2022	General Fund - 100
090192	P	11/23/2022	Innovative Fence Inc.	15,072.75	Employee Parking Lot Rolling Gate Work Installation of Metal Cages at water spigot and water main valve Repairs to Employee Parking Lot Rolling Gate Temporary Fencing at Riverfront Park	General Fund - 100
090193	P	11/23/2022	Interwest Consulting Group	4,336.28	Building & Safety Plan Review Services for September 2022 Plan Review Services for September 2022	General Fund - 100
090194	P	11/23/2022	JCL Traffic Services	1,171.65	Temporary NO PARKING signs	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090195	P	11/23/2022	KOA Corporation	18,446.02	Active Transportation Plan - September 2022 Active Transportation Plan-Aug 2022	Grants Fund - 261
090196	P	11/23/2022	L.B. Johnson Hardware #1	1,074.14	Air Compressor Batteries & zip ties Blue Tarp Cement bags and drill bits Concrete Bag for anchors Flex Seal for Sheriff's roof Padlock Latch for Riverfront Park back room Padlock Latch for Riverfront Park Janitor Room at the restroom PVC Sleeve to cover achors PW supplies and materials Restroom items Supplies for Trunk-or-Treat Event	General Fund - 100
090197	P	11/23/2022	LACMTA FILE #54924-0	2,104.00	September 2022 Metro TAP Cards	Prop C Fund - 222
090198	P	11/23/2022	LGP Equipment Rentals	585.00	Equipment rental for Haz-Mat Testing (Asbestos and Lead)	General Fund - 100
090199	P	11/23/2022	Mapcon Technologies Inc.	166.00	Building & Safety Software Monthly Fee - November 2022 Building & Safety Software Monthly Fee - October 2022	General Fund - 100
090200	P	11/23/2022	Maywood Car Wash	328.99	Fuel and Car Wash for City Vehicles - September 2022	General Fund - 100
090201	P	11/23/2022	Maywood Mutual Water No.1	668.80	3530 E. Slauson Ave. 08/22/22 to 10/18/22 3630 E. Slauson Ave. 08/22/22 to 10/18/22 3728 E. Slauson Ave. 08/22/22 to 10/18/22 4400 E. Slauson Ave. 08/22/22 to 10/18/22 5921 Atlantic Ave. 08/22/22 to 10/18/22 5961 Atlantic Ave. 08/22/22 to 10/18/22 6027 Atlantic Ave. 08/22/22 to 10/18/22 6135 Atlantic Ave. 08/22/22 to 10/18/22	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090202	P	11/23/2022	Maywood Mutual Water Co. No.2	733.98	3626 E 56th/Pixley Pk 8/25/22 to 10/20/22 4301 E. Slauson Ave. 08/22/22 to 10/19/22 4323 E. Slauson Ave. 08/22/22 to 10/19/22 5313 Pine Ave. 08/24/22 to 10/20/22 5515 Maywood Ave. 08/26/22 to 10/20/22 City Hall 08/22/22 to 10/19/22	General Fund - 100
090203	P	11/23/2022	Tri-City Mutual Water Company	2,453.75	5000 Slauson Ave. 10/01/22 to 10/31/22 5950 Walker Ave 10/01/22 to 10/31/22	General Fund - 100
090204	P	11/23/2022	Metro Transit Services	36,453.27	Public Transportation & Dial-A-Ride Services - September 2022	Prop A Fund - 221
090205	P	11/23/2022	Susan Contreras dba Municipal Waste Solutions	6,721.25	Solid Waste Consulting Services for September 2022	General Fund - 100
090206	P	11/23/2022	MV Cheng & Associates Inc.	6,067.50	Sr Acct/Acct Tech Consult Services - October 2022	General Fund - 100
090207	P	11/23/2022	North Star Landcare	11,945.25	Landscape Maintenance Services - October 2022 September 2022 Tree Maintenance	General Fund - 100 Gas Tax Fund - 212
090208	P	11/23/2022	Perez Plumbing Appliance Repair & Contractor	1,220.00	BPUSD kitchen faucet work Riverfront Park restroom and water fountain work	General Fund - 100
090209	P	11/23/2022	Phoenix Group Information Systems	47,281.25	September 2022 Citation Processing FTB Intercept Letters September 2022 Permit Processing Fee	General Fund - 100
090210	P	11/23/2022	Public Restroom Company	43,585.00	Prog Pmt #4 Baseball Field Restroom Project	General Fund - 100
090211	P	11/23/2022	QDoxs	118.53	Copiers Contract Base Rate Charge - 11/1/22 to 11/30/22	General Fund - 100
090212	P	11/23/2022	Radco Ice LLC dba Kona Ice	1,500.00	Tree Lighting Event Supplies	General Fund - 100
090213	P	11/23/2022	Roadline Products Inc.	311.88	Repairs to Paint Sprayer	General Fund - 100
090214	P	11/23/2022	Richards Watson & Gershon	17,076.28	General Legal Services - October 2022 Legal Services-Commercial Waste Services - October 2022 Legal Services-Jose Mendoza - October 2022	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090215	P	11/23/2022	Sanchez Awards	449.81	Name Plaques for Council Name Plates for Staff	General Fund - 100
090216	P	11/23/2022	Southeast Rio Vista YMCA	27,000.00	Southeast Rio Vista YMCA Summer Day Camp Program for Residents	Local Fiscal Recovery Fund - 273
090217	P	11/23/2022	Sparkletts Drinking Water Corp	140.84	City Hall Office Water Service - October 2022	General Fund - 100
090218	P	11/23/2022	Stantec Planning & Landscape Architecture	12,948.00	City of Maywood General Plan Update	General Fund - 100
090219	P	11/23/2022	Staples Business Advantage	606.07	Office Supplies	General Fund - 100
090220	P	11/23/2022	Sterndahl Enterprises Inc.	35,736.62	TDA Pedestrian Improvements	Bikeway Fund - 214
090221	P	11/23/2022	Transtech Engineers Inc	23,980.00	Building and Safety Staff Services - August 2022 Encroachment Permits - August 2022 General Traffic Engineering & Planning - August 2022 PW Encroachment Permit Insp Serv - August 2022 CDBG Sidewalk-Curb Ramp ADA Imp FY 21-22 - August 2022 CDBG Sidewalk-Curb Ramp ADA Imp FY21-22 - July 2022	General Fund - 100 CDBG - 243
090222	P	11/23/2022	ULINE INC.	931.70	Riverfront Park BBQ grills	General Fund - 100
090223	P	11/23/2022	Vernon City of	84.37	Acct#413 E Slauson/Downey Ave 08/23/22 to 09/21/22	General Fund - 100
090224	P	11/23/2022	Zumar Industries Inc.	655.85	Maywood Street Name Signs and Hardware	General Fund - 100
090225	P	11/23/2022	California Waters Development, Inc.	147,155.00	Prog Pmt #1 Aquatic Center Pool Replastering Project Prog Pmt #2 Aquatic Center Pool Replastering Proj	Grants Fund - 261
090226	P	11/23/2022	Southern California Edison	17,816.37	4801 E 58th St TTP 10/13/22 to 11/13/22 Acct#700405141156 Various Locations 10/1/22 to 10/31/22 5317 Atlantic Ave. 10/17/22 to 11/15/22 Acct# 700405260081 Evertt Ave 10/01/22 to 10/31/22 5916 King/5913 Mayflower Ave 10/07/22 to 11/07/22	General Fund - 100 Gas Tax Fund - 212 Street Lighting Fund - 251

City of Maywood
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Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090227	P	11/23/2022	The Gas Company	76.65	4317 Slauson Ave 10/07/22 to 11/07/22 4319 Slauson Ave. 10/07/22 to 11/07/22 4323 Slauson Ave. 10/07/22 to 11/07/22	General Fund - 100
090228	P	11/30/2022	Andrea Nohemi Aguilar	300.00	December 2022 City Clerk Stipend	General Fund - 100
090229	P	11/30/2022	Andres Elizalde	400.00	DJ for Tree Lighting Event on 12/02/22	General Fund - 100
090230	P	11/30/2022	Angel Villegas	698.71	Retiree Medical Reimbursement December 2022	General Fund - 100
090231	P	11/30/2022	Benefit Coordinators Corporation (BCC)	1,994.20	Dental and Vision Benefits for December 2022	General Fund - 100
090232	P	11/30/2022	BR Party Rental	1,483.73	Stage Rental for Christmas Event	General Fund - 100
090233	P	11/30/2022	Brent Talmo	698.71	Retiree Medical Reimbursement December 2022	General Fund - 100
090234	P	11/30/2022	Bruce Leflar	1,043.41	Retiree Medical Reimbursement December 2022	General Fund - 100
090235	P	11/30/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement December 2022	General Fund - 100
090236	P	11/30/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement December 2022	General Fund - 100
090237	P	11/30/2022	Mary Mariscal	50.00	December 2022 Treasurer Stipend	General Fund - 100
090238	P	11/30/2022	Ok Printing Design & Digital Print	2,450.00	City Newsletter Printing Oct/Nov/Dec 2022	General Fund - 100
090239	P	11/30/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement December 2022	General Fund - 100
090240	P	11/30/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement December 2022	General Fund - 100
090241	P	11/30/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement December 2022	General Fund - 100
090242		12/14/2022	ACC Business	824.22	Internet Services from 10/11/22 to 11/10/22	General Fund - 100
090243		12/14/2022	All Around Fire Protection	420.00	Fire Extinguisher Maintenance at City Hall, Sheriff's, and Library	General Fund - 100
090244		12/14/2022	Alta Environmental	4,743.20	Professional Services for Ms4 Permit Support - October 2022 Professional Services for Ms4 Permit Support - September 2022	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090245		12/14/2022	Amazon Capital Services	377.89	Christmas Event Supplies Ribbon for Cutting Ceremonies Street Repair Tools	General Fund - 100
090246		12/14/2022	Active Universal Capital LLC	10,938.48	Crossing Guard Services - October 2022 Crossing Guard Services Maywood Elem Sch - October 2022	Gas Tax Fund - 212
090247		12/14/2022	Amigos De Los Rios	9,087.00	Watering/Park Trees 8/1/22 to 10/31/22 Watering/Street Trees 8/1/22 to 10/31/22	General Fund - 100 Gas Tax Fund - 212
090248		12/14/2022	AT&T	27.42	Emergency Elevator Phone Service from 10/10/22 to 11/09/22	General Fund - 100
090249		12/14/2022	AT & T Long Distance	43.65	Emergency Elevator Long Distance Service - October 2022	General Fund - 100
090250		12/14/2022	Cat Specialties Inc.	370.81	Patches for the Bulky Items banner Uniform shirts	General Fund - 100
090251		12/14/2022	City of Paramount	306.26	City Managers Breakfast Meeting - 10/13/22	General Fund - 100
090252		12/14/2022	CivicPlus LLC	7,888.00	Civic Plus Annual Maint & Support Fee - 11/15/22 to 11/14/23	General Fund - 100
090253		12/14/2022	Colantuono Highsmith & Whatley PC	43.44	Under Collection of Utility User Taxes - October 2022	General Fund - 100
090254		12/14/2022	Occupational Health Centers of CA	98.50	Pre-Employment Physical - M. Camacho	General Fund - 100
090255		12/14/2022	CoreLogic Solutions LLC.	150.00	Property Finder Services for October 2022	General Fund - 100

City of Maywood
Detail Warrants for Payment
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Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090257		12/14/2022	Crosstown Electrical & Data Inc.	24,427.17	City Hall - Conduit Work - Oct 2022 City Hall Parking Lot - Repaired Flickers Lights - Oct 2022 City Hall Parking Lot - Replaced old Fixtures/Photocells - Oct 2022 City Hall Parking Lot-Safety/Street Light Out - Oct 2022 Maywood Park - Daycare near - Bad Photocells - Oct 2022 Pixley Park - Repair Light on West Side of Park - Oct 2022 Pixley Park - Replace Fixture/Photocell - Oct 2022 Riverfront Park - Checked Park Lights - Oct 2022 60th & Alamo - NWC Safety/Street Light Out - Oct 2022 60th & Heliotrope - Safety/Street Light Out - Oct 2022 Atlantic & Slauson - Intersection in Flash - Oct 2022 Atlantic & Slauson - NWC Blacked Out LED - Oct 2022 Atlantic & Slauson - Removed Temp Service Pedestal - Oct 2022 Replacement Ameron Pole Pending Location - Oct 2022 Slauson & Loma Vista - EB SEC Ped Module Out - Oct 2022 Slauson & Maywood - Marked USA at SEC for Ped Repl - Oct 2022 Slauson & Maywood - NEC Damaged Visors on Signal - Oct 2022	General Fund - 100 Street Lighting Fund - 251
090258		12/14/2022	Matthew A. McDonald dba CSM Consulting LLC	8,500.00	Reconfiguration of MIP Database - Final	General Fund - 100
090259		12/14/2022	Dapeer, Rosenblit & Litvak, LLP	327.40	Code Enforcement Legal Services - October 2022	General Fund - 100
090260		12/14/2022	Dave and Frank Automotive	24.00	Repair Flat Tire VIN#1N4BZOCXHC308395	General Fund - 100
090261		12/14/2022	Dewey Pest Control	141.00	November 2022 Pest Service	General Fund - 100
090262		12/14/2022	Diana Cho & Associates	3,520.00	CDBG Code Enforcement Consulting - October 2022 CDBG Code Enforcement Consulting - September 2022 CDBG FY 20-21 Sidewalk Rehab Proj - September 2022 CDBG FY 21-22 Sidewalk Rehab Proj - Oct 2022 CDBG FY 21-22 Sidewalk Rehab Proj - September 2022	CDBG - 243

City of Maywood
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Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090263		12/14/2022	GWMA	7,000.00	Gateway Water Management Authority Annual Membership	Measure W Fund - 280
090264		12/14/2022	George Hills Company	1,200.00	City Claims/Adjuster Annual Admin Fee 11/01/22 to 11/30/23	General Fund - 100
090265		12/14/2022	Gerald Gomez	20.00	J. Gomez Parking Reimburse 11-14-22	General Fund - 100
090266		12/14/2022	Graffiti Protective Coatings	5,232.93	Graffiti Removal Bus Shelter - October 2022	Prop C Fund - 222
090267		12/14/2022	HdL Software LLC	1,072.29	Permits Software Quarterly Use Fee - 12/01/22 to 02/28/23	General Fund - 100
090268		12/14/2022	Myers & Sons Hi-Way Safety Inc.	222.73	Street Sweeping Signs for Randolph St	General Fund - 100 Gas Tax Fund - 212
090269		12/14/2022	Home Depot Commercial Acct Pro	131.75	Marking Paint - Public Works Public Works Supplies / Materials	General Fund - 100
090270		12/14/2022	ICMA Membership Renewals	1,198.78	J. Vasquez - Membership Renewal 01/01/23 to 12/31/23	General Fund - 100
090271		12/14/2022	Identity Theft Guard Solutions Inc.	64.95	Data Breach Response Services Membership	General Fund - 100
090272		12/14/2022	Interwest Consulting Group	2,275.83	Building & Safety Plan Review - October 2022 Plan Review Services for October 2022	General Fund - 100
090273		12/14/2022	JMG Security System	2,186.95	Surveillance Camera Repair - City Hall	General Fund - 100
090274		12/14/2022	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant - 10/15/22 to 11/15/22	General Fund - 100
090275		12/14/2022	Kimley-Horn and Associates Inc.	619.59	Local Roadway Safety Plan Consultant - October 2022	Grants Fund - 261

City of Maywood
Detail Warrants for Payment
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Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090276		12/14/2022	L.B. Johnson Hardware #1	734.76	Clamp and plug for PVC in floor cement slab Electrical Tape for Christmas Decorations Flex Seal for the library roof Henry's Tar and putty knife Henry's Tar for sheriff's roof PPE for Martin Camacho Tar and Flex Seal for library roof Wire brush	General Fund - 100
090277		12/14/2022	LACMTA FILE #54924-0	1,968.00	October 2022 Metro TAP Cards	Prop C Fund - 222
090278		12/14/2022	LGP Equipment Rentals	439.43	Cement Tailer for walkway at City Hall Concrete Saw for walkway at City Hall	General Fund - 100
090279		12/14/2022	Maywood Car Wash	203.21	Fuel and Car Wash for City Vehicles - October 2022	General Fund - 100
090280		12/14/2022	Metro Transit Services	36,453.27	Public Transportation & Dial-A-Ride Services - October 2022	Prop A Fund - 221
090281		12/14/2022	Miguel Leon	165.64	M Leon - Mileage Reimburse MMASC Conference M Leon - Parking Reimburse MMASC Conference	General Fund - 100
090282		12/14/2022	Nancy Rodriguez	831.42	N Rodriguez - Conference Reimburs 11-10-22	General Fund - 100
090283		12/14/2022	National Fitness Campaign LP	1,298.50	Invoice for COM-PO2122-386 Invoice for COM-PO2122-393	Grants Fund - 261
090284		12/14/2022	Nationwide Environmental Services	7,537.00	Sweeping Services for month of November 2022	Measure W Fund - 280
090285		12/14/2022	North Star Landcare	20,480.00	Landscape Services for Riverfront Park - Oct 2022 October 2022 Tree Maintenance Services	General Fund - 100 Gas Tax Fund - 212
090286		12/14/2022	Phoenix Group Information Systems	27,226.34	October 2022 Citation Processing Fee October 2022 Citation Processing FTB Intercept Letters October 2022 Permit Processing Fee	General Fund - 100
090287		12/14/2022	Property Health Inc.	5,503.75	Pre-Demolition Regulatory Required Asbestos and Lead Identif	General Fund - 100
090288		12/14/2022	Los Angeles County Department of Public Health	74.00	Backflow Assembly Invoice FY 22-23	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090289		12/14/2022	QDoxs	37.78	Contract Base Rate Charge - 11/05/22 to 12/04/22	General Fund - 100
090290		12/14/2022	R.E. Schultz Construction Inc.	88,019.61	Prog Pmt #2 Riverfront Park Fitness Court	General Fund - 100
090291		12/14/2022	Richards Watson & Gershon	12,935.20	Legal Services - Cannabis Businesses - October 2022	General Fund - 100
090292		12/14/2022	SHERIFF'S DEPT COUNTY OF LOS ANGELES	435,203.01	Public Safety Services for October 2022	General Fund - 100
090293		12/14/2022	Social Model Recovery Systems, Inc.	20,000.00	ARPA Community Engagement Plan 3/1/22 to 10/31/22	Local Fiscal Recovery Fund - 273
090294		12/14/2022	Southern Bleacher Company Inc.	39,729.00	Bleachers for Baseball Field Project	General Fund - 100
090295		12/14/2022	Sprint	455.85	Cell Phone Service from 10/24/22 to 11/23/22	General Fund - 100
090296		12/14/2022	Stantec Planning & Landscape Architecture	106,583.36	City of Maywood General Plan Update Project Management Housing Element Slauson/Atlantic Proj Eng Services - August 2022 Slauson/Atlantic Proj Engin Services - July 2022 Slauson/Atlantic Proj Engineering Services - April 2022	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090159 to 090302

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090300		12/14/2022	Transtech Engineers Inc	78,071.25	3750 E 58th PW FM PC - September 2022 5800 King LS PC - September 2022 ATP Cyc 5 Coord/Bike Master Plan Dev - August and September 2022 Baseball Field Improvements - July, August and September 2022 Caltrans Local Assistance Manual Adoption - August 2022 CIP Slauson Ave Corridor Imp - July, August and September 2022 Clean California Grant Application - July 2022 City Engineering Services - July, August and September 2022 CIP Riverfront Pk Outdoor Equip Install CMCI - July, August and September 2022 Local Road Safety Plan (LRSP) - July, August and September 2022 HVAC Replacement Project - August and September 2022 PW Encroachment Permit Insp Serv - July, August and September 2022 Building & Safety Services - July, August and September 2022 Encroachment Permits - August and September 2022 Trf TDA Pedestrian Improv - July, August and September 2022 CDBG Sidewalk-Curb Ramp ADA IMP FY21-22 - September 2022 Sewer Improv 52nd St, 52nd PI & other loc - July, August and September 2022 Misc Traf, Engineer, Studies, Request, Reviews - September 2022	General Fund - 100 Gas Tax Fund - 212 Bikeway Fund - 214 CDBG - 243 Sewer Enterprise Fund - 412
090301		12/14/2022	Walters Wholesale Electric Co.	4,458.95	Reworking of 122 Photo Control Units	General Fund - 100
090302		12/14/2022	Willdan Engineering	7,800.00	Prof Serv - Code Enforcement Staff - September 2022	General Fund - 100
TOTAL				<u>1,617,070.06</u>		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: REVENUE REPORT JULY 2022 - OCTOBER 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2022 - October 2022.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City. For context, October 2022 represents one-third (4 out of 12 months) of Fiscal Year 2022-2023.

DISCUSSION:

The attached analysis (see Attachment 1) compares prior YTD and current YTD Revenue

The total revenue received from July - October 2022 totaled \$5,906,862.90 which is 3.00% (see column *E - Current YTD Prior YTD % Difference* in attachment), lower than the same period last year.

- **GENERAL FUND** - General Fund revenues are composed of three categories: 1) Tax Revenues; 2) Licenses and Permits Revenues; 3) Charges for Services Revenues; 4) Charges for Services Revenues; 5) Leases and Concessions Revenues; 5) Miscellaneous Revenues; and 6) Retiree Pension Levy Revenues. The total General Fund received totaled \$1,351,773.76 (see Column entitled *B - Current Fiscal Year to Date Revenue*, the row entitled *General Fund Revenue Totals*), which is 21.74% (Column E) lower than the same period last year.
 1. **Tax Revenues.** A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations. *Tax Totals* for October 2022 were 35.93% lower than the same period due primarily due to the decrease in Cannabis Sales Tax Revenue.
 2. **Licenses and Permits Revenues.** These revenues include fees that are charges imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. Licenses and permits are types of fees allowing

for the operation of activities within the City. *Licenses and Fees Totals* were 68.65% greater than the same period due in part to the increases in the collection of Public Works Permit Fees and Building Permits respectively.

3. **Charges for Services Revenues.** These revenues were 16.71% above the same period last Fiscal Year. These revenues are charges to cover administrative costs for the provision of services of the City. This is due to the increase in Plan Check Fee revenues by nearly 25% than the same period last Fiscal Year.
4. **Fines and Forfeiture Revenues.** These are revenues from penalties imposed by the City in the form of money or goods for a violation of an ordinance, code, regulation or rule. Southeast Municipal Court (SEMC) - Court Collections for the Department of Motor Vehicles (DMV) were nearly 81% higher than the same period of the prior Fiscal Year while Administrative Citations increased nearly four-fold than the same period of the prior Fiscal Year.
5. **Leases and Concessions Revenues.** These revenues are derived from a rent or lease or payment for the use of the City's property. These revenues were 35% higher than the prior Fiscal Year period.
6. **Miscellaneous Revenues.** These revenues represent a General Fund revenue that is not covered in another revenue category. These revenues were 87% higher than the same period during the prior Fiscal Year.
7. **Retiree Pension Levy Revenues.** These revenues are part a segment of property taxes that are collected by the Los Angeles County Treasurer and Tax Collector. Remittances for Fiscal Year 2022/2023 from the County to the City occur in July 2022, December 2022, January 2023, April 2023 and May 2023.

- **SPECIAL REVENUE FUND** - Special Funds are revenues that must be used for the established purposes of the funds to provide an extra level of accountability and transparency. The total Special Revenue Fund received totaled \$4,555,089.14, which is 4.42% higher than the same period last year. The City received the second installment in the amount of \$3,226,257.00 from the American Rescue Plan Act of 2021 (ARPA). These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

This is a report that has no fiscal impact.

ATTACHMENT(S)

1. July - October 2022 - City of Maywood FY2022-23

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
GENERAL FUND						
Taxes: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.						
Franchise & Collectors Fee	\$396.80	\$318.58	(\$78.22)	-19.71%	\$358,952.00	0.09%
Property Taxes	\$7,356.73	\$15,909.04	\$8,552.31	116.25%	\$714,301.00	2.23%
Utility Users Tax	\$276,598.25	\$327,581.13	\$50,982.88	18.43%	\$1,102,415.00	29.71%
Transfer Tax (Real Estate)	\$5,262.95	\$7,199.52	\$1,936.57	36.80%	\$28,465.00	25.29%
Transient Occupancy Tax	\$8,920.82	\$4,833.43	(\$4,087.39)	0.00%	\$68,097.00	7.10%
Cannabis Sales Tax	\$733,671.48	\$96,893.19	(\$636,778.29)	-86.79%	\$1,980,241.00	4.89%
Sales Tax Revenue	\$415,072.53	\$474,487.56	\$59,415.03	14.31%	\$2,200,048.00	21.57%
Taxes Totals	\$1,447,279.56	\$927,222.45	(\$520,057.11)	-35.93%	\$6,452,519.00	14.37%
GENERAL FUND						
Licenses & Permits: FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.						
Compliance Program Fee	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Residential & Building Permits	\$5,206.02	\$8,680.90	\$3,474.88	66.75%	\$13,261.00	65.46%
Public Works Permit Fees	\$60,815.50	\$105,615.00	\$44,799.50	73.66%	\$160,000.00	66.01%
Other Fees & Permits	\$6,724.10	\$6,669.00	(\$55.10)	-0.82%	\$26,246.00	25.41%
Occupancy Permits	\$7,764.90	\$1,822.20	(\$5,942.70)	-76.53%	\$15,000.00	12.15%
Building Permits	\$16,524.34	\$36,711.59	\$20,187.25	122.17%	\$72,000.00	50.99%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$80,000.00	0.00%
Commercial Cannabis Renewal	\$0.00	\$14,850.00	\$14,850.00	0.00%	\$0.00	0.00%
Parking Permits	\$11,638.00	\$10,347.00	(\$1,291.00)	-11.09%	\$60,000.00	17.25%
Apartment License	\$201.25	\$118.00	(\$83.25)	-41.37%	\$2,500.00	4.72%
Business License	\$9,288.00	\$14,464.69	\$5,176.69	55.74%	\$250,324.00	5.78%
Vehicle License Fee - LA County	\$0.00	\$0.00	\$0.00	0.00%	\$3,300,000.00	0.00%
Licenses and Permits Totals	\$118,162.11	\$199,278.38	\$81,116.27	68.65%	\$3,979,331.00	5.01%
GENERAL FUND						
Charges for Services: CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.						
Rubbish Assessment	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	0.00%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$16,708.89	\$20,827.14	\$4,118.25	24.65%	\$70,000.00	29.75%
Rents & Concessions	\$7,938.00	\$7,938.00	\$0.00	0.00%	\$26,000.00	30.53%
Charges for Services Totals	\$24,646.89	\$28,765.14	\$4,118.25	16.71%	\$103,000.00	27.93%
GENERAL FUND	FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.					
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$430.50	\$3,850.70	\$3,420.20	0.00%	\$0.00	0.00%
SEMC: Court Collections (DMV)	\$24,153.42	\$43,712.65	\$19,559.23	80.98%	\$0.00	0.00%
Administrative Citations	\$1,100.00	\$3,100.00	\$2,000.00	181.82%	\$85,000.00	3.65%
Parking Fines	\$65,723.04	\$67,353.76	\$1,630.72	2.48%	\$410,000.00	16.43%
Fines and Forfeitures Totals	\$91,406.96	\$118,017.11	\$26,610.15	29.11%	\$495,000.00	23.84%
GENERAL FUND	LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.					
Leases and Concessions:						
Leased Property Rental Income	\$14,336.34	\$19,386.72	\$5,050.38	35.23%	\$50,000.00	38.77%
Leases and Concessions Totals	\$14,336.34	\$19,386.72	\$5,050.38	35.23%	\$50,000.00	38.77%
GENERAL FUND	MISCELLANEOUS: A General Fund revenue not covered in another revenue category.					
Miscellaneous:						
Good Corporate Citizen Program	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Interest Income	\$3,370.74	\$37,131.31	\$33,760.57	0.00%	\$0.00	0.00%
Miscellaneous Revenue	\$28,165.23	\$21,972.65	(\$6,192.58)	-21.99%	\$33,500.00	65.59%
CARES Act Reimbursement	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	0.00%
Miscellaneous Revenue Totals	\$31,535.97	\$59,103.96	\$27,567.99	87.42%	\$34,700.00	170.33%
GENERAL FUND	RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).					
Retiree Pension Levy:						
Retiree Pension Levy	\$0.00	\$0.00	\$0.00	0.00%	\$1,208,812.00	0.00%
Retiree Pension Levy Totals	\$0.00	\$0.00	\$0.00	0.00%	\$1,208,812.00	0.00%
General Fund Revenue Totals	\$1,727,367.83	\$1,351,773.76	(\$375,594.07)	-21.74%	\$12,323,362.00	10.97%
SPECIAL REVENUE FUND	SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.					
Gas Tax	\$192,229.56	\$176,785.88	(\$15,443.68)	-8.03%	\$625,200.00	28.28%
Transportation Development Act (TDA)	\$0.00	\$0.00	\$0.00	0.00%	\$192,000.00	0.00%
Bikeway						
Proposition A	\$234,622.19	\$248,722.75	\$14,100.56	6.01%	\$651,000.00	38.21%
Proposition C	\$194,616.31	\$207,859.28	\$13,242.97	6.80%	\$750,000.00	27.71%
Measure R	\$145,868.57	\$154,700.96	\$8,832.39	6.06%	\$1,184,960.00	13.06%
Measure M	\$164,919.71	\$175,112.99	\$10,193.28	6.18%	\$1,250,000.00	14.01%
Senate Bill 1 (SB 1)	\$98,938.13	\$93,131.06	(\$5,807.07)	-5.87%	\$528,284.00	17.63%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference <i>(C minus B)</i>	E - Current YTD Prior YTD % Difference <i>(C divided by B minus 1)</i>	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received <i>(C divided by G)</i>
Community Development Block Grant (CDBG)	\$30,356.00	\$14,675.00	(\$15,681.00)	-51.66%	\$391,053.00	3.75%
Air Quality Management District (AQMD) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$36,375.00	0.00%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$74,262.08	\$80,812.63	\$6,550.55	0.00%	\$155,000.00	52.14%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$651,000.00	0.00%
Lighting & Landscaping	\$0.00	\$0.00	\$0.00	0.00%	\$308,000.00	0.00%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Sewer Fund	\$0.00	\$0.00	\$0.00	0.00%	\$301,614.00	0.00%
Grant/Reimb (Fed/State/County)	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Local Fiscal Recovery Fund	\$3,226,257.00	\$3,226,257.00	\$0.00	0.00%	\$0.00	0.00%
Measure W	\$0.00	\$177,031.59	\$177,031.59	0.00%	\$171,818.00	103.03%
Special Revenue Totals	\$4,362,069.55	\$4,555,089.14	\$193,019.59	4.42%	\$7,196,304.00	63.30%
Total Revenues	\$6,089,437.38	\$5,906,862.90	(\$182,574.48)	-3.00%	\$19,519,666.00	30.26%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: December 14, 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 measures to promote social distancing and therefore, the legislative body meetings of the City may 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. At the November 23, 2022, City Council meeting when this item was discussed, the Council reconsidered the factual circumstances that still exist and the City Council opted to continue to hold meetings pursuant to AB361, enabling local public agencies to continue to use teleconferencing without complying with certain Brown Act provisions related to teleconferencing.

DISCUSSION:

Los Angeles County is experiencing high levels of circulating respiratory viruses, and new strains of COVID-19 appear to be gaining dominance, including BQ.1 and BQ.1.1, sublineages of BA.5. The Los Angeles County Department of Public Health strongly recommends that the public wear well-fitting respirator masks indoors while traveling, and encourages residents to get their booster shot to fend off transmission.

The County is also asking residents to stay home and away from others if sick to help reduce the rate of transmission. The County is stating that as the COVID-19 virus continues to mutate, there is a very real possibility that new variants of concern could contribute to another surge this winter, making it important that Los Angeles County residents take steps to reduce the risk for serious illness. The cases have been increasing this past week, which concerns County Public Health. County Public Health has reported over 10,000 new cases over the last three days.

Accordingly, transmission still remains contagious, with increased risk for the elderly, the unvaccinated, people with serious health conditions, and workers in close contact with others. 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 them 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. Additionally, the Los Angeles County Department of Public Health continues to recommend that employers take steps to reduce indoor crowding and to enable employees and visitors to physically distance themselves from each other.

Based on the research conducted since the last City Council meeting, the factual circumstances exist for the City Council to continue to hold meetings pursuant to AB 361. The state of emergency is still in effect, and there are recommended measures to promote social distancing. Meeting in person continues to directly impact the ability of members to meet safely in person. 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 of Maywood can continue to be conducted in a hybrid format (Zoom and In-person) for the next 30 days.

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. 6.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF TRANSPORTATION DEVELOPMENT ACT (TDA) PEDESTRIAN IMPROVEMENT PROJECT

RECOMMENDATION:

It is recommended that the City Council take the following actions: (i) accept project completion of the Transportation Development Act (TDA) Pedestrian Improvement Project as performed by Sterndahl Enterprises LLC., for a total amount of \$82,700.00; (ii) authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder, and (iii) authorize the City Manager to release a retention payment of \$4,135.00 to Sterndahl Enterprises LLC. within 35 days following the recordation of the Notice of Completion.

BACKGROUND:

On July 13, 2022, the City Council awarded a public works contract totaling \$68,900.00 to Sterndahl Enterprises LLC. for the TDA Pedestrian Improvement Project. The project construction budget also included a contingency budget of \$17,225.00 (25% of the Contract) for any unforeseen conditions as necessary. The total established construction budget was \$86,125.00.

Construction activities were completed by the contractor and confirmed by the City Engineer. The work was completed within the approved budget. The Notice of Completion notifies everyone who worked on a project that the project is complete. The notice includes the date the project was completed, a description of the project site or address, and the name of the contractor.

DISCUSSION:

The project includes pedestrian and traffic safety improvements, including pavement markings (crosswalk, stop line, and legend) and signage (flashing stop signs, speed limit signs) at three intersections. These intersections include Loma Vista Avenue and E 56th Street; Gifford Ave and E 58th Street; E 59th Place and Heliotrope Avenue.

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$82,700.00, which is within the approved construction budget.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action, work was completed within the previously approved budget. This project was funded through the City's allocation of Metro's Transportation Development Act Article 3 (TDA 3) funds.

ATTACHMENT(S)

1. Notice of Completion TDA Pedestrian Improvements Project

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

	NAMES	ADDRESSES
NONE		

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

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on November 08, 2022. The work was: TDA Pedestrian Improvements Project
8. The name of the contract, if any, for such work of improvement was Sterndahl Enterprises LLC. July 13, 2022
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)
9. The property on which the work of improvement was completed is in Maywood, County of Los Angeles, State of California, and is described as follows: City owned facility
10. The street address of the property is None
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

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

VERIFICATION

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

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

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF AQUATIC CENTER POOL REPLASTERING PROJECT

RECOMMENDATION:

It is recommended that the City Council take the following actions: (i) Accept project completion for the Aquatic Center Pool Replastering Project as performed by California Waters Development Inc, doing business as (DBA) California Waters., for a total amount of \$173,332.46; (ii) authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and (iii) authorize the City Manager to release a retention payment of 8,666.62 to California Waters Development Inc, DBA California Waters. within 35 days following recordation of the Notice of Completion.

BACKGROUND:

On April 13, 2022, the City Council awarded a public works contract totaling \$157,900.00 to California Waters Development Inc, DBA California Waters. for the Aquatic Center Pool Replastering Project. The project construction budget also includes contingency budget of \$15,790.00 (10% of Contract) for any unforeseen conditions as necessary. The total established construction budget was \$173,690.00.

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

DISCUSSION:

The work includes replastering of the existing swimming pool at the Aquatic Center located at 4801 E 58th St, Maywood. As part of the completed improvements, floor inlets, recessed steps, pool wall steps, main drain, and tiles were replaced, and the pool was replastered. All work was inspected by Los Angeles County Health Department and completed.

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$173,332.46, which is within the approved construction budget.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action, as work was completed within the previously approved grant-funded budget from the State of California Natural Resources Agency - General Fund Specified Grant.

ATTACHMENT(S)

1. Notice of Completion

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

	NAMES	ADDRESSES
NONE		

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

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on November 22, 2022. The work was: Aquatic Center Pool Replastering Project

8. The name of the contractor, if any, for such work of improvement was
California Waters Development Inc. DBA California Waters. April 13, 2022
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

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

10. The street address of the property is 4801 E 58th Street, Maywood, CA 90270 (Southeast Rio Vista YMCA at Maywood Center)
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____, Jennifer E. Vasquez
(NAME)

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

VERIFICATION

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

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

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION AND ADOPTION OF RESOLUTION NO. 6274, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, APPOINTING A MEMBER AND ALTERNATE MEMBERS TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) GOVERNING BOARD

RECOMMENDATION:

Staff recommends the approval of Resolution No. 6274 appointing one primary board member and alternate board members representing the City of Maywood to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

BACKGROUND:

The City of Maywood joined the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) in October 2017.

In accordance to GWMA's Bylaws adopted on October 12, 2015, all non-Legislative Body appointments to the GWMA Board must be made by Resolution. Legislative body appointments may be done by minute order. The board meets on the second Thursday of each month at noon.

GWMA Board members and alternate Board Members serve two-year terms from October 1st of each odd-numbered year and conclude on September 20th, two years later. The draft resolution attached to this report would designate a Board member and alternate Board Members to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years unless the governing body desires to change its designated Board Member and alternate Board Members or must otherwise fill a vacancy.

DISCUSSION:

In October 2017 the City took to council the appointment of a member and alternate member to be assigned to the GWMA. However, due to staffing changes throughout the years, the City is now looking to appoint new members to attend the GWMA meetings.

The proposed Resolution appoints Gerald Gomez, the Public Works Superintendant, as the primary board member, Steve Fowler, the Director of Building and Planning, as the first alternate, and Karen Iniguez, the Community Development Analyst, as the third alternate representing the City of Maywood on the GWMA Joint

Powers Authority.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact for this action.

ATTACHMENT(S)

RESOLUTION NO. 6274

**A RESOLUTION OF THE CITY OF MAYWOOD, APPOINTING A
MEMBER AND ALTERNATE(S) TO THE LOS ANGELES GATEWAY
REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY GOVERNING BOARD**

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City Council desires to appoint Gerald Gomez as the City's appointment to the GWMA and Steve Fowler and Karen Iniguez are alternate members.

WHEREAS, each member agency shall appoint one Member and up to three Alternate Members to the Governing Board in accordance with the GWMA Bylaws; and

WHEREAS, pursuant to the GWMA Bylaws, the Member and Alternate Members appointed by this Resolution shall hold office until October 14, 2024.

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each even-numbered year.

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

SECTION 1. Effective December 14, 2022, Gerald Gomez is appointed to serve as the GWMA Board Member representing the City of Maywood.

SECTION 2. Effective December 14, 2022, Steve Fowler, and Karen Iniguez are appointed to serve as alternate Board Members representing the City of Maywood.

SECTION 3. The Board Member and alternate Board Member(s) designated above shall continue in their respective positions as if re-appointed for each successive two-year term, unless the Board Member or alternate Board Member(s) is replaced by subsequent action of this legislative body or he or she ceases to be employed by the agency.

SECTION 4. The City Council hereby directs the City Clerk to email a certified copy of this resolution to the GWMA Joint Powers Authority.

PASSED, APPROVED AND ADOPTED THIS 14th day of December, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6274 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 14th day of December 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. 9.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6275 AND APPROVING THE STATE DEPARTMENT OF PARKS AND RECREATIONS SPECIFIED GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT 2022/23 FOR THE CITY OF MAYWOOD RIVERFRONT RENOVATION PROJECT

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6275 approving the State Department of Parks and Recreation for Specified Grant Funds and authorizing the City Manager or designee to execute the grant agreement and accept grant conditions.

BACKGROUND:

The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Maywood and setting up necessary procedures governing the application. The procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project applications before submission of said applications to the State, and the applicant will enter into a contract with the State of California to complete projects.

As part of the 2022/23 State of California Budget Act, the State Department of Parks and Recreation is awarding a Specified Grant to the City of Maywood for \$1,500,000 in grant funding for the rehabilitation of the Riverfront Park Renovation Project. These funds will be used to pay for a portion of the infrastructure and improvements at Riverfront Park.

DISCUSSION:

The Specified Grant Program is administered by California State Park's Office of Grants and Local Services (OGALS) with the primary intent of supplementing expenditure funding to improve existing or construct new park facilities for recreational purposes. Additionally, specified grant funding may also be used for acquisitions. The grant funds would be used to pay for a section of the outdoor improvements associated with the Riverfront Park Renovation Project. Specifically, the proposed outdoor improvements directly consist of park amenities (benches, tables, lighting equipment), ADA access pathways, playground equipment, and landscaping areas.

The specified grant includes the requirements for the Council to adopt a Resolution and the following conditions:

1. The City approves the filing of project applications for specified grant projects
2. The City certifies that it has or will have available, prior to the commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project
3. The City certifies that it has or will provide sufficient funds to operate and maintain the projects
4. The City certifies that it has reviewed, understands, and agrees to the Provisions contained in the contract in this Procedural Guide
5. The Council Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope
6. The City agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines

The City of Maywood was allocated \$1,500,000 in grant funding for Riverfront Park Renovation Project Improvements, and staff attended a required grant administration workshop on November 17, 2022, with (OGALS). Per the specified grant, the grant performance period is July 1, 2022 - June 30, 2026, and the resolution is due by December 2023. The project completion is due by December 2025, with project completion packets by January 2026.

The staff has reviewed the requirements and has determined that the City can comply with all grant conditions and is thus recommending the Council adopt the attached Resolution.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There are no fiscal impacts associated with the adoption of the resolution and acceptance of specified grant project funds to the General Fund. The State funds will provide for planned projects (Riverfront Park Renovation Project) without requiring matching funds, but while local matching is not required, certain elements are not eligible for grant funding.

ATTACHMENT(S)

1. California Department of Parks and Recreation Grant Procedural Guide
2. Specified Grant Process Slides

RESOLUTION NO. 6275

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD APPROVING APPLICATION(S) FOR SPECIFIED GRANT
FUNDS FROM THE 2022/23 CALIFORNIA STATE BUDGET,
SECTION SEC. 19.56(10)(D) \$1,5000,00 FOR THE RIVERFRONT
PARK RENOVATION PROJECT**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Maywood hereby:

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

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Maywood on the 14th day of December, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, the undersigned, hereby certify that the foregoing Resolution No. 6275 was duly adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 14th day of December, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

2022-23
Procedural Guide
For
Local Assistance Specified Grants – Capital
September 2022



State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

“Creating Community through People, Parks, and Programs”

Send Application and correspondence to your
Administrative Project Officer listed at: www.parks.ca.gov/grants/contacts

Mailing Address:
State of California
Dept. of Parks and Recreation
P.O. Box 942896
Floor 13
Sacramento, CA 94296-0001
Attn: Office of Grants and Local Services
www.parks.ca.gov/grants

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Office of Community Engagement Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer leadership through quality customer services.

The Office of Grants and Local Services (OGALS) Mission Statement

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- ❖ A leader among park and recreation professionals.
- ❖ Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- ❖ Honest, knowledgeable, and experienced grant administration facilitators.
- ❖ Sensitive to local concerns while mindful of prevailing laws, rules, and regulations.
- ❖ Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- ❖ Committed to providing quality customer service in every interaction and transaction.
- ❖ Responsive to the needs of applicants, GRANTEES, nonprofit organizations, local governments, legislative members, and department employees.

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	Words and terms shown in SMALL CAPS in this procedural guide are defined beginning on page 39.	

I. Introduction

This specified grant originated from a line item in the State of California Budget for fiscal year 2022-23. A resolution is required before a CONTRACT will be issued, and an approved APPLICATION PACKET is required before GRANT payments can be approved. The GRANT PERFORMANCE PERIOD is July 1, 2022 – June 30, 2026.

1. Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
2. Costs incurred after the APPROPRIATION DATE but before OGALS approves the APPLICATION PACKET are eligible if they are consistent with the GRANT SCOPE approved by OGALS and are ELIGIBLE COSTS.

II. Grant Process

Grant Process Key Dates

- Grant Performance Period: July 1, 2022 – June 30, 2026
- Resolution: Submit by December 31, 2023
- Contract: Sign and return by January 31, 2024
- Projects Complete by December 31, 2025
- Project Completion Packets: Submit by: January 31, 2026

Grant Process Detail

1. **Resolution:** APPLICANT sends resolution to OGALS by December 31, 2023, to allow approval within the CONTRACT ENCUMBRANCE PERIOD, which ends June 30, 2024.
2. **CONTRACT:** OGALS sends CONTRACT to APPLICANT. APPLICANT becomes GRANTEE when CONTRACT is fully executed during CONTRACT ENCUMBRANCE PERIOD.
 - a. The CONTRACT section includes a sample contract and the contract provisions.
 - b. The APPLICANT must return the CONTRACT signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than January 31, 2024. The APPLICANT becomes a GRANTEE when the CONTRACT is signed by OGALS.
 - c. OGALS returns a copy of the fully executed CONTRACT to the GRANTEE.
3. **APPLICATION PACKET(s):** The GRANTEE defines the SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.

After each PROJECT is approved by OGALS, OGALS will send a Status Report to the GRANTEE approximately every six months until OGALS receives a PROJECT COMPLETION PACKET. The GRANTEE must return the Status Report within thirty

(30) days from receipt. Payment requests will not be processed if Status Reports are overdue.

4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. OGALS recommends that GRANTEE provide all PROJECT COMPLETION PACKET(S) no later than **January 31, 2026**. The grant payments section provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS. GRANT funds may only be expended on ELIGIBLE COSTS incurred within the GRANT PERFORMANCE PERIOD.
 - b. The GRANTEE completes PROJECT SCOPE(s) and sends PROJECT COMPLETION PACKET(s) to OGALS no later than January 31, 2026.
 - c. The State of California receives a high volume of payment requests at the end of the fiscal year. If the PROJECT COMPLETION PACKET is received after January 31, 2026, OGALS cannot guarantee final payment by the State Controller's Office. If the State Controller's Office is unable to process the payment before the end of the GRANT PERFORMANCE PERIOD, the unpaid balance of grant funds will revert to the Legislature.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS when conducting a site inspection.
5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following receipt of the final GRANT payment. The Accounting and Audit Section provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* applications associated with the CONTRACT and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is how the GRANTEE'S Governing Body agrees to the terms of the CONTRACT; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the CONTRACT.
2. It designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the CONTRACT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

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

Resolution Form

Resolution No: _____

RESOLUTION OF THE _____ (Title of Governing Body/City Council, Board of
Supervisors) OF _____ (City, County, or District) APPROVING
APPLICATION(S) FOR SPECIFIED GRANT FUNDS from Budget Act 2022/23
(Budget line item and language)

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the _____ (grantee's governing body) hereby:

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

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____ (grantee's governing body) following a roll call vote:

Ayes:

Noes:

Absent:

(Clerk)

III. APPLICATION SECTION

- GRANTEE may submit multiple APPLICATION PACKETS to OGALS.
- Provide the APPLICATION PACKET items in the order shown in the following checklist.
- Please number the pages.
- If a checklist item is not applicable to the PROJECT, provide a brief explanation.
- If an application item is incomplete send a draft with a timeline for completion.

Application packet checklist and directions

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
☐		Application Packet Checklist Digital file name: checklist.pdf	Pg. 8		Pg. _____
☐		Application Digital file name: application.pdf	Pg. 11	☐	Pg. _____
☐	☐	Project Scope/Cost Estimate Digital file name: costestimate.pdf	Pg. 12	☐	Pg. _____
☐		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 13		
☐	☐	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 14	☐	Pg. _____
☐	☐	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 17	☐	Pg. _____
☐	☐	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 9		Pg. _____
☐	☐	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 9		Pg. _____
☐	☐	Site Plan Digital file name: siteplan.pdf	Pg. 9		Pg. _____
☐	☐	PROJECT Location Map Digital file name: map.pdf	Pg. 9		Pg. _____

☐ Site Plan

- Provide a drawing showing where each feature and support amenity listed in the Project Scope/Cost Estimate Form will be located.
- Include the function and approximate square footage of each room within buildings that are part of the project SCOPE, and the approximate total square footage of the buildings.

☐ Land Tenure and Site Control

If the property is owned in fee simple by the APPLICANT, provide *one* of the following:

- Deed or deed recordation number
- Title report
- Tract map (if owner's name provided)

If the property is not owned in fee simple, provide the lease, easement, joint powers agreement, etc.

☐ Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance, *or*

☐ California Environmental Quality Act (CEQA)

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

- If CEQA *is* complete: provide the CEQA Compliance Certification Form and its required attachment, filed and stamped by the County Recorder.
- If CEQA is *not* complete: provide a timeline for completion and state "completing CEQA is a Project Scope Item."

☐ PROJECT Location Map

Provide a map showing highway and street access to the PROJECT site.

Additional Non-Profit Requirements

Fidelity Bond (For Non-profit grantees only)

Non-profit GRANTEES must provide a copy of a current Fidelity Bond policy to their PROJECT OFFICERS before OGALS will approve any payment requests. The premium for a Fidelity Bond is an eligible cost.

A Fidelity Bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The GRANTEE is the insured party. DPR must be named as a Third-Party Loss Payee. OGALS address is State of California, Dept. of Parks and Recreation, P.O. Box 942896, Floor 13, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be at least equal to the GRANT amount. Fidelity Bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the Fidelity Bond through a general liability carrier, a major casualty insurance carrier, or a bonds specialty company. There are [Fidelity Bond frequently asked questions](#) available on the OGALS web site.

Competitive Solicitation Process (For non-profit grantees only)

1. Non-profit GRANTEE must attempt to obtain three bids for services greater than \$5,000 and for construction work greater than \$25,000.
2. To ensure bidders understand the required PROJECT elements, the non-profit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on "Best Value" factors, and the required PROJECT elements based on the Project Scope/Cost Estimate Form, and concept level site plan.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.

The non-profit GRANTEE's Board of Directors evaluates the bids to determine which contractor will provide the "best value" and will meet PROJECT requirements. "Best value" should be determined by price, quality of materials, equipment, and workmanship. The evaluation process must ensure no conflict of interest between the contractor and the non-profit GRANTEE's Board of Directors. The non-profit GRANTEE's Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision should be recorded in writing.

4. The Board of Directors selects a contractor and awards a contract.
5. For audit purposes, the GRANTEE keeps records of Steps 1 – 4 above.

Competitive Solicitation Requirement

The non-profit GRANTEE may request a waiver of the competitive solicitation process requirement. To request a waiver, the GRANTEE must send a written request to the PROJECT OFFICER assigned to the GRANT PROJECT and explain why a waiver is required.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) (Use latitude and longitude if there is no street address)	LAND TENURE (☒ all that apply) ☐ Owned in fee simple by APPLICANT ☐ Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
COUNTY OF PROJECT LOCATION	
APPLICANT NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (<i>typed or printed</i>) and Title	
Email address	
Phone	
GRANT CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)	
Name (<i>typed or printed</i>) and Title	
Email address	
Phone	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	
Date	
Print Name _____	
Title _____	

Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

Grant Scope (Describe the project in 30 words or less):

GRANT SCOPE ITEMS	
ACQUISITION: List each parcel number, acreage, estimated date of purchase and cost.	
DEVELOPMENT: List each major project element and major support amenity.	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total GRANT amount:	\$
AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

The APPLICANT understands that this form will be used to establish ELIGIBLE COSTS, and that all of the items listed on this form must be completed before the final PROJECT payment is processed as specified in the Final Payments section of this guide.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources

Grantee Name: _____

Project Name: _____

PROJECTS funded by the program are not complete until all SCOPE items are complete and open to the public.

If Specified GRANT funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these GRANT funds will contribute to is
\$ _____

Anticipated completion date: _____

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2022-23 Budget Act	July 1, 2022	\$

I represent and warrant that I have fully authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this Funding Sources Form, and any accompanying documents, for the above-mentioned grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

NOTE: Submit a revised Funding Sources Form should funding sources be modified.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification Form

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed: _____

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
☐ NOE ☐ NOD		

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
3. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA and/or environmental review
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD

- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee’s actual hours worked on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee’s actual hours worked on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE’S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers’ compensation.
- Overtime costs may be allowed under the GRANTEE’S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.

Acquisition Projects and Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. GRANTEE must provide Title Insurance.

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, “Acquisition of approximately (**ENTER TOTAL ACREAGE** to be acquired) for the development of [**NAME**] Park by (**ENTER DATE** no later than three years from the date final payment is issued by the SCO).”
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired

For easement acquisitions, in addition to the requirements above, provide:

6. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide: A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land
- Surveying and/or lot line adjustments
- CEQA and/or environmental review

Ineligible Acquisition Costs – Cannot be charged to the grant

- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

IV. CONTRACT SECTION

The following section contains a sample CONTRACT, CONTRACT provisions, and a sample status report form.

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**Grant Contract
Specified Grants**

GRANTEE: **Grantee**

GRANT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the PROJECT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed \$ **Grant amount**

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

GRANTEE

By

(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title

Date

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [Name of grantee] (hereinafter referred to as “grantee”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$[grant amount], subject to the terms and conditions of this AGREEMENT and the [2022-2023 California State Budget, AB 178, Chapter 45, Statutes of 2022, as amended by AB 179, Chapter 249, Section 19.56 Item number – 3790-493-0001] (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 2022 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this CONTRACT is in effect.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term “GRANT PROJECT” means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.
8. The term “PROJECT SCOPE” means the items listed in the PROJECT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term “PROCEDURAL GUIDE” means the document identified as the “2022-23 Procedural Guide for Specified Grants.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest-bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the

GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation, or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE or offer a contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2 of this CONTRACT

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and shall make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount, source and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract, and shall provide copies of all such records to STATE in its certified status reports upon request by the STATE. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this contract only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this contract and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration and in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State *Grants (Grantee)*. *Grantees include those* who have contracted or will contract to receive State grants funds. *Accordingly*, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Status Report

To monitor progress, every six months OGALS will send Status Reports to GRANTEE to complete for each PROJECT. GRANTEE must return Status Reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives GRANT COMPLETION PACKETS. Payment requests will not be processed if Status Reports are overdue. See the sample Status Report below, which is subject to change.

Status Report

Grantee:

Project Number:

Project Name:

Advances to date without documentation (attach a Grant Expenditure Form documenting expenditure of the balance, if applicable):

If a portion of the advanced funds have not been spent, and more than six months have passed since the Grantee received the advanced funds, the balance must be spent on eligible costs or returned to OGALS within 60 days from receipt of this form.

Briefly describe completed work funded by the grant since the last Status Report [DATE]:

(Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc.):

1) _____

Acquisition and/or Construction -- and Provide photos showing work completed since [DATE]

2) _____

Potential Obstacles Affecting Completion

3) _____

4) Total Funds Spent To Date Using This Grant \$ _____

5) Percentage of Project Complete: _____

6) Estimated Date of Project Completion: _____

7) On Time: Yes / No If not, explain:

8) Within Budget: Yes / No If not, explain:

9) Within Scope: Yes / No If not, explain:

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

Authorized Representative*

Title

Date

(*Certification to above information requires a signature by a person authorized in the resolution)

V. Grant Payment Section

There are three types of payments:

- Pre-construction and Construction Reimbursement payments
- ADVANCE payments for construction and ACQUISITION ADVANCES into escrow
- Final payments

Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE eight to ten weeks from the date the request is approved by OGALS.

OGALS will not approve payment requests that do not meet the requirements described in this GRANT ADMINISTRATION GUIDE.

OGALS may withhold payment if the GRANTEE has outstanding issues, such as:

- Breach of any other contract with OGALS
- An unresolved audit exception
- An outstanding conversion
- Park sites closed or inadequately maintained
- Overdue Project Status Reports
- Other unmet grant requirements

Payment Rules
• GRANT payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final payment as a REIMBURSEMENT. • The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged. • Complete CEQA prior to requesting any reimbursement. • Provide a sample timesheet to the PROJECT OFFICER prior to incurring any IN-HOUSE EMPLOYEE SERVICES costs, AND if claiming such costs, provide a sample timesheet with each reimbursement payment request. • Provide (1) a list of the bidders; (2) the recommendation and/or notice of award made by the governing board; and (3) the resulting signed contract agreement to the PROJECT OFFICER PRIOR to requesting reimbursement for costs on contracts requiring a competitive solicitation or bidding process. • Provide construction progress photos with all construction payment requests.

Pre-construction Reimbursement

Payment Type	When to Request	Document to Send to PROJECT OFFICER
PRE-CONSTRUCTION REIMBURSEMENT(S)	After the CONTRACT has been ENCUMBERED	• Payment Request Form • Grant Expenditure Form • Timesheet sample, if applicable

Construction Reimbursement

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
REIMBURSEMENT of up to 80% of PROJECT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs for work related to the GRANT SCOPE	• Payment Request Form • Grant Expenditure Form • Timesheet sample, if applicable • Construction progress photos • If payment request includes reimbursement to contractor/service providers, Competitive Solicitation documentation

Advance Payments

ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months. ADVANCE funds, and any interest earned on those funds, must be spent with six months of receipt, or returned to OGALS. ADVANCE payments are made at the discretion of OGALS. OGALS considers ADVANCE payments to be a privilege and reserves the right to disapprove ADVANCE payments.

Pre-construction Advance

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
PRE-CONSTRUCTION ADVANCE(S)	After the GRANT CONTRACT has been ENCUMBERED	• Payment Request Form • ADVANCE justification (see below)

Construction Advance

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(S) up to 50% of PROJECT amount	After the GRANT CONTRACT has been ENCUMBERED, and construction will commence during the next six months	• Payment Request Form • ADVANCE justification (see below) • Copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES labor schedule.

Advance Justification

An ADVANCE justification is required for an ADVANCE. It must provide the following information:

- Why an ADVANCE is needed instead of a reimbursement.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE or name of contractor).
- A funding plan, indicating how the GRANTEE intends to fund the percentage of the PROJECT exceeding the 50% advance limit.
- A statement indicating the GRANTEE will put the funds into a separate, interest-bearing account.

OGALS may not approve the total amount of the requested ADVANCE payment if the requested funds will not be spent within six months from the date that the payment request is submitted by the GRANTEE.

Clearing the Advance

ADVANCES must be cleared with six months of receipt. An ADVANCE is cleared by submitting:

- A Grant Expenditure Form documenting expenditures on eligible costs equal to the ADVANCE amount plus any earned interest.
- Photos of any construction completed with the ADVANCE funds (for construction ADVANCES).

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed
 - b) Copy of the property appraisal and written concurrence
 - c) GRANT CONTRACT number and amount of GRANT funds requested
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the SCOPE and fulfillment of the CONTRACT provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." The GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.

3. Payment Request Form: the “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person.

After approval by OGALS, the payment will be mailed by the State Controller’s Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds or Interest

The balance of unspent GRANT funds must be returned to OGALS no later than thirty days after the end of the six-month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance.

If interest was earned on the ADVANCED funds, interest must be spent on ELIGIBLE COSTS, and the unspent GRANT funds returned to OGALS.

Subsequent Payments

Any outstanding ADVANCE payments must be cleared before *any* additional reimbursements or ADVANCE payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following items are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE explaining why the waiver is needed.
2. The majority of ADVANCED funds has been cleared.
3. A payment schedule with month-by-month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Final Payments / Project Completion Packets

OGALS recommends all PROJECT COMPLETION PACKETS be submitted by January 31, 2026.

The final payment (20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET and additional required documents in the charts below.
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

Project Completion Packet

To request final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (pg. 33)
2. Grant Expenditure Form (pg. 35)
3. Final Funding Sources Form (if any changes from original submission) (pg. 13)
4. Project Completion Certification Form (pg. 36)

5. Completed CEQA, if not already provided (pg. 14)
6. Notice of Completion (optional)²
7. Audit Checklist with items marked that the GRANTEE will retain for five years following receipt of final payment (pg. 38)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report
5. Final Escrow Closing Statement

² OGALS recommends that the GRANTEE file a "Notice of Completion" with the County Recorder pursuant to State of California Civil Code §3093. Filing the "Notice of Completion" is not a PROJECT COMPLETION requirement.

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT ☐ Advance ☐ Reimbursement ☐ Final			
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION			
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

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Payment Request Form Instructions

- Visit [Grant Forms \(ca.gov\)](http://GrantForms.ca.gov) for current forms
- Type or print legibly all entries
- Round all amounts to the nearest whole dollar

The following instructions correspond to items on the Payment Request Form:

1. PROJECT Number - The number assigned by OGALS to this project
2. CONTRACT Number - As shown in Certification of Funding section of the CONTRACT
3. GRANTEE - GRANTEE name as shown on the CONTRACT
4. PROJECT Title - Name of the PROJECT as shown in the Application
5. Type of Payment – check appropriate box on form:
6. Payment Information
 - a. GRANT amount
 - b. Funds received to date - amount paid out from this GRANT
 - c. Available - (a. minus b.)
 - d. Amount of this request
 - e. Remaining funds after this payment - (c. minus d.)
7. Send Warrant To - GRANTEE name, address and contact person
8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Grant Expenditure Form

PROJECT Number _____ GRANTEE NAME _____

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Pre-Construction Amount (5)	Construction Amount (6)
---------------------	----------	---------------	-------------	-----------------------------	-------------------------

PRE-CONSTRUCTION Subtotal (5) \$ _____

Construction Subtotal (6) \$ _____

Grand Total (5) + (6) \$ _____

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Use of electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column is acceptable. Please include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, the date that the work was performed may be used.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity performing work.

Column (4) Brief description of cost, such as “design”, “permits”, “construction.” When describing such costs, such as “design”, state what the design is for, and who prepared it. For items such as “permits”, state what kind of permit(s). For items such as “construction,” state what type or portion of construction, or what was constructed. (For instance, “community center”, “walkway”, etc.)

Column (5) PRE-CONSTRUCTION costs.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT amount.

Visit [Grant Forms \(ca.gov\)](http://GrantForms.ca.gov) for current forms.

GRANTEES may use their own spreadsheet if it contains the required information shown above.

Project Completion Certification Form

Grantee: _____ Project Number: _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

Project completion – list the features and support amenities (use additional pages, if needed):

List other funds (sources and amounts) used on Project (use additional pages, if needed):

Interest earned on advanced Grant funds: \$ _____

Interest spent on eligible costs: \$ _____

Did the grantee file a “Notice of Completion” with the County Recorder? Yes ___ No ___

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

Grantee's Authorized Representative
(Printed or Typed name)

Title

Grantee's Authorized Representative (Signature)

Date

VI. ACCOUNTING AND AUDIT SECTION

Contact the DPR Audits Office for questions about the following requirements.

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as "workers' compensation."
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.

State Audit

Grants are subject to audit by DPR (see Audit Checklist). All PROJECT records must be retained for five years after final payment was received.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by the DPR.
- An employee having knowledge of the PROJECT and its records to assist DPR's auditor.

Audit Checklist

An audit of the project may be performed before or following project completion. The GRANTEE must retain and make available all project related records for five years following project termination or final payment of grant funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office.

CONTRACTS

- _____ Summary list of bidders (including individual bid packages)
- _____ Recommendation by reviewer of bids
- _____ Awarding by governing body (minutes of the meeting/resolution)
- _____ Construction contract agreement
- _____ CONTRACT bonds (bid, performance, payment)
- _____ CONTRACT change orders
- _____ Contractor's progress billings
- _____ Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)
- _____ Stop Notices (filed by sub-contractors and release if applicable)
- _____ Liquidated damages (claimed against the contractor)
- _____ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- _____ Authorization/work order identifying project
- _____ Daily time sheets signed by employee and supervisor
- _____ Hourly rate (salary schedules/payroll register)
- _____ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- _____ Authorization/work order
- _____ Daily time records identifying the project site
- _____ Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

- _____ Purchase orders/Contracts/Service Agreements
- _____ Invoices
- _____ Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- _____ Appraisal Report
 - _____ Did the owner accompany the appraiser?
 - _____ 10 year history
- _____ Statement of just compensation (signed by seller)
- _____ Statement of difference (if purchased above appraisal)
- _____ Waiver of just compensation (if purchased below appraisal: signed by seller)
- _____ Final Escrow Closing Statement
- _____ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- _____ GRANT deed (vested to the participant) or final order of condemnation
- _____ Title insurance policy (issued to participant)
- _____ Relocation documents
- _____ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- _____ Schedule of interest earned on State funds advanced
Note: Interest on grant ADVANCES is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

- _____ Leases, agreements, etc., pertaining to developed/acquired property

* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

VII. DEFINITIONS

Capitalized words and terms used in this process guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICANT – an entity which does not yet have a fully-executed CONTRACT with DPR and is identified as a GRANT recipient through a legislatively specified budget line item.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions.

APPROPRIATION DATE – July 1 of the State of California fiscal year when the funding of State budget line items is approved by the legislature. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

AUTHORIZED REPRESENTATIVE – the APPLICANT’S/ GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the entities’ proposed PROJECT. For more information refer to <https://opr.ca.gov/ceqa/>

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT – an agreement between the DPR and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, payment of funds by DPR, and requirements for maintenance and use of the PROJECT.

CONTRACT ENCUMBRANCE PERIOD – the time starting with the APPROPRIATION DATE, when a CONTRACT must be fully executed between the GRANTEE and DPR to encumber the GRANT funds.

CONTRACT PERFORMANCE PERIOD – the period during which the grantee has obligations under the contract.

DEVELOPMENT – construction, installation, replacement, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

ELIGIBLE COSTS – expenses incurred during the grant performance period to complete the SCOPE approved by OGALS through an encumbered contract.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed CONTRACT with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed CONTRACT.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’s employees working on the SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred during the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the recreation features and support amenities listed in the Project SCOPE/Cost Estimate Form.

PROJECT COMPLETION – when the features and support amenities listed in the Project SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents required in order to request final payment following PROJECT COMPLETION

PROJECT OFFICER – an OGALS employee, who acts as a liaison with the applicants and GRANTEES, administers GRANT funds, and facilitates compliance with the Procedural Guide and CONTRACT.

SCOPE – the features and support amenities listed in the Project SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

Legislatively Specified Grant Process



Office of Grants and Local Services (OGALS)

Community Engagement Division (CED)
California State Parks



Welcome
from the
Office of Grants and Local Services
(OGALS)
part of the
Community Engagement Division (CED)
California State Parks



Resources

- Procedural Guides
- Webpage – www.parks.ca.gov/grants
 - Project Officer Contact information
 - Forms
- Project Officer
 - Phone number
 - E-mail address





Anne
Davigeador



Thina Nguyen



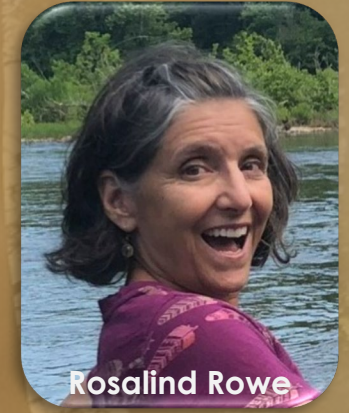
Stephanie
Schiechl



Kevin Glaudel



Mary Baum



Rosalind Rowe



Dennis Carlson

Administrative Project Officers



Karen Sims



Lydia
Willett



Melinda Steinert



Sara
Schussler



Sam Lumley



Omar Shafqat



Lisa Vigil

Guide Overview

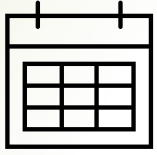
- Program Description
- Grant Process Overview
- Application Packet
- Special Requirements
- Grant Payments
- Contract
- Accounting and Audits



Specified Program Summary

- Specified grants originate from a line item in the State of California Budget
- A resolution is required before a contract will be issued
- An approved application packet is required before payments can be approved
- OGALS may waive requirements not mandated by statute, talk to your Project Officer if you are having any issues





Key Dates

- ❖ Grant Performance Period: July 1, 2022 – June 30, 2026
- ❖ Submit resolution by December 31, 2023
- ❖ Sign and return contract by January 31, 2024
- ❖ Complete projects by December 31, 2025
- ❖ Submit Project Completion Packets by January 31, 2026

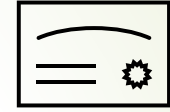


Grant Process Overview

1. Grantee passes a resolution.
2. OGALS sends a contract to the Grantee for signature.
3. Grantee submits Application Packet(s) for OGALS review and approval.
4. Grantee completes Project Status Reports every six months.
5. Grantee requests reimbursement payments throughout the grant performance period.
6. When the project is complete, the Grantee sends Project Completion Packet(s).
 - OGALS reviews completion documents and conducts a final site inspection prior to processing the final payment request.
7. The Grantee retains all project records for five years following issuance of the final grant payment.



Authorizing Resolution



- GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract and forwards a copy to OGALS.
- The Authorizing Resolution on page 7 in the procedural guide may be reformatted; however, the *language must remain unchanged*. The Authorizing Resolution serves two purposes:
 - It is the means by which the GRANTEE'S **Governing Body agrees to the terms of the contract**; confirming the GRANTEE has the funding to *complete, operate and maintain* the PROJECTS.
 - **Designates a position title to represent the Governing Body** on all matters regarding PROJECTS associated with the contract. This will be the AUTHORIZED REPRESENTATIVE.
- Complete the highlighted areas of the Authorizing Resolution.
- The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other position titles either in entirety or for particular documents. This may be included in item 5 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.



Resolution Form

Resolution No: _____

RESOLUTION OF THE _____ (Title of Governing Body/City Council, Board of Supervisors) OF _____ (City, County, or District) APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS from Budget Act 2022/23 (Budget line item and language)

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the _____ (grantee's governing body) hereby:

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

Approved and adopted the ____ day of _____, 20____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____ (grantee's governing body) following a roll call vote:

Ayes:

Noes:

Absent:

(Clerk)



Grant Contract Face Sheet

Contract will be sent to grantee after resolution has been received

Grant Performance Period: Period in which the PROJECT must be completed.

Contract Performance Period: Period in which the PROJECT must be active.



State of California – The Resources Agency DEPARTMENT OF PARKS AND RECREATION

Grant Contract Specified Grants

GRANTEE: **Grantee**

GRANT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the PROJECT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed \$ **Grant amount**

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

GRANTEE _____

By _____

(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

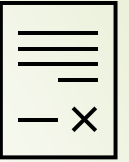
Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER				
UNENCUMBERED BALANCE \$		<u>LINE ITEM</u> ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA	OBJ. EXPEND		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						
SIGNATURE OF ACCOUNTING OFFICER					DATE	

Contract Provisions Highlights



- **B.1.** Submit a written request if you need to make a change to the grant scope. OGALS must provide written approval of any changes.
- **C.2.** OGALS may make reasonable changes to procedures in the Procedural Guide and will notify your agency within a reasonable time.
- **D.2.** Return project status reports within 30 days after OGALS has sent it. Submit your completion packet within 60 days of project completion or the end of the grant performance period, whichever is earlier.
- **F.** If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, OGALS has the option to cancel or reduce the amount of the contract.
- **G.** The state will not be liable for any injuries or lawsuits related to the project.
- **H.1.** Maintain all records for the project and make them available for an audit at reasonable times. Retain all documents for five years after project completion.
- **I.1.** Your agency will operate and maintain any property acquired or developed for the duration of the Contract Performance Period.
- **J.2.** Your agency shall not discriminate on the basis of residence, except reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
- **N.** Grant funds cannot be used for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) a recorded subordination agreement provided and approved by OGALS.



Application Packet



- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Do not submit the APPLICATION PACKET until your agency has all the items required.
- Submitted documents need not contain original signatures; but the GRANTEE must keep any original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- Costs incurred prior to determining project eligibility are at the GRANTEE'S own risk.



- Submit all applicable items in the application packet.
- Do not submit until you have all checklist items ready to go.
- Be sure the authorized representative has signed all required items.
- Digital submission of items is preferred.



Application packet checklist and directions

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
☐		Application Packet Checklist Digital file name: checklist.pdf	Pg. 8		Pg. ____
☐		Application Digital file name: application.pdf	Pg. 11	☐	Pg. ____
☐	☐	Project Scope/Cost Estimate Digital file name: costestimate.pdf	Pg. 12	☐	Pg. ____
☐		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 13		
☐	☐	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 14	☐	Pg. ____
☐	☐	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 17	☐	Pg. ____
☐	☐	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 9		Pg. ____
☐	☐	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 9		Pg. ____
☐	☐	Site Plan Digital file name: siteplan.pdf	Pg. 9		Pg. ____
☐	☐	PROJECT Location Map Digital file name: map.pdf	Pg. 9		Pg. ____

Non-Profit requirements

➤ Three-Bid Process

- Must go through public bidding process for services greater than \$5,000 and construction work greater than \$25,000
- Provide each bidder the same written invitation for bid
- Solicit bids by contacting at least three potential contractors
- Board of Directors evaluates, selects, and awards a contract
- Waiver of bid process may be requested in limited situations

➤ Fidelity Bond

- No payments will be approved without current fidelity bond policy
- Premium cost is an eligible cost
- DPR must be named as third-party loss payee
- Coverage must be equal to or greater than the grant amount
- Fidelity Bond insurance must be kept current for at least six months after date of final grant payment



Status Reports

OGALS will send a Status Report every six months.

Payment requests will not be processed if Status Reports are overdue.



Status Report

Grantee:

Project Number:

Project Name:

Advances to date without documentation (attach a Grant Expenditure Form documenting expenditure of the balance, if applicable):

If a portion of the advanced funds have not been spent, and more than six months have passed since the Grantee received the advanced funds, the balance must be spent on eligible costs or returned to OGALS within 60 days from receipt of this form.

Briefly describe completed work funded by the grant since the last Status Report [DATE]:
(Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc.):

1) _____

Acquisition and/or Construction -- and Provide photos showing work completed since [DATE]

2) _____

Potential Obstacles Affecting Completion

3) _____

4) Total Funds Spent To Date Using This Grant \$ _____

5) Percentage of Project Complete: _____

6) Estimated Date of Project Completion: _____

7) On Time: Yes / No If not, explain: _____

8) Within Budget: Yes / No If not, explain: _____

9) Within Scope: Yes / No If not, explain: _____

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

Authorized Representative*

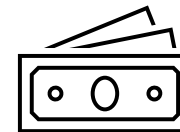
Title

Date

(*Certification to above information requires a signature by a person authorized in the resolution)

Grant Payments

- May be requested after a PROJECT is approved
- Processed through the State Controller's Office and mailed eight to ten weeks from the approval date
- 20% of the PROJECT amount is retained for the final reimbursement
- **Group costs together to avoid frequent payment requests**
- *Complete CEQA needed before requesting any construction reimbursement, including filed NOE or NOD*
- Provide a sample timesheet when requesting reimbursement for in-house employee services
- Provide bid summary documents for costs on contracts requiring a bid process
- Provide construction progress photos, with a photo of the construction sign on the PROJECT site, with construction payment requests.
- See [Grant Forms \(ca.gov\)](https://www.ca.gov/grants) for latest payment request forms.



Accounting Rules for In-House Employee Services



- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed are not acceptable.
- Time sheets must identify the specific employee's time spent on the PROJECT.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- Costs may not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



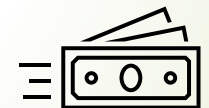
Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered.
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds must be spent within six months.
- ADVANCES cannot exceed 50% of the PROJECT amount.
- Provide OGALS with a list of expenditures equaling the total of the advance within six months.



Payment may be withheld if there are outstanding issues:

- breach of any other contract with OGALS
- an unresolved audit exception
- an outstanding conversion
- park sites closed or inadequately maintained
- overdue Project Status Reports
- other unmet grant requirements



Project Completion

- Submit PROJECT COMPLETION PACKETS by December 31, 2025
- OGALS encourages digital submission of documents, as .pdf files.
- The final payment will be processed after PROJECT COMPLETION and the following occurs:
 - Approval of the PROJECT COMPLETION PACKET
 - Site inspection by the PROJECT OFFICER



Accounting and Audits



All PROJECT records must be retained for five years after final payment is issued. Be prepared to:

- Provide an employee having knowledge of the PROJECT and its records to assist the DPR auditor.
- Provide accounting data that clearly records costs incurred and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, with the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.)

Keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.



Audit Checklist

Keep a copy handy with your project records.

Audits phone #
916-902-8812



Audit Checklist

An audit of the project may be performed before or following project completion. The GRANTEE must retain and make available all project related records for five years following project termination or final payment of grant funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Awarding by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ CONTRACT bonds (bid, performance, payment)
- ☐ CONTRACT change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10-year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced
Note: Interest on grant ADVANCES is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

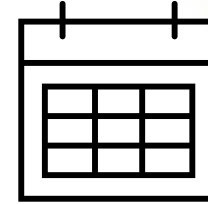
AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property

* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

What's Next?



- Pass Resolution by December 2023
- Execute contract with OGALS by January 2024
- Contact your Project Officer with questions about project scope and completing application package
- Project completion by December 2025
- Submit completion package by December 2025



“...to address California’s diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.”

-- The mission of the Office of Grants and Local Services



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: December 14, 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 THE RANDOLPH AVENUE BEAUTIFICATION PROJECT FOR TECHNICAL PROFESSIONAL ASSISTANCE SERVICES

RECOMMENDATION:

Staff recommends that the City Council authorize the issuance of a request for proposals for the Randolph Avenue Beautification Project for technical professional assistance services.

BACKGROUND:

On October 12, 2022, the council affirmed the execution and received and filed the Master Agreement for Technical Assistance to access TAP (Technical Assistance Program) funds for eligible City proposed projects, including community outreach, planning, design, grant writing, project, and project and construction management. With voter-approved funding from Measure A, the LA County Safe, Clean Neighborhood Parks and Beaches Measure of 2016, the Los Angeles County Regional Park and Open Space District established TAP to assist agencies and organizations with developing eligible park projects and as well as to help communities create multi-benefit park projects and programs throughout L.A. County. The City of Maywood was awarded \$285,000 for assistance with professional services for Measure A projects.

DISCUSSION:

The Los Angeles County Regional Park and Open Space District (RPOSD) developed TAP to help ensure that eligible entities can access funding and successfully compete for existing Measure A competitive grant programs. TAP aims to achieve park and open space equity by supporting the development of TAP requests that result in the development of new parks, improved access, or increased park acreage in communities. After recent community outreach regarding parks, City staff has identified the Randolph Avenue Beautification Project as a new park development that explores the feasibility of securing land access through a long-term joint-use agreement with a public/private entity. During numerous outreach events, the community identified Randolph Avenue as a possible site for a new park. In addition, the City receives many complaints regarding illegal dumping on the underutilized vacant land adjacent to the Union Pacific Railroad Company railroad ties.

PROPOSED SCOPE OF WORK

In the RFP for Technical Professional Assistance Services, staff will seek to solicit proposals, including community outreach and engagement, design, project, and project management, real estate advisory, and

environmental studies of vacant land owned by Union Pacific Railroad Company. The project scope includes aesthetically enhancing the corridor, enhancing safety, and improving the pedestrian experience by proposing planned enhancements, including a walking path, installation of green scape with climate-appropriate diverse plantings, and community identification to deter illegal dumping.

Upon the City Council's approval, an RFP will be issued to solicit responses. RPOSD TAP services are provided through a list of pre-qualified consultants or Qualified Vendors (TAP Consultants) eligible to provide technical assistance services to support the realization of park projects. The program then requires TAP Consultants to submit a bid, and the City reviews and select the winning bidder.

RFP Timeline

The following is the target timeline for the RFP release, proposal review, and return to the City Council:

- December 15: RFP issued by City
- December 20: Deadline for questions (3:00 PM PST)
- January 4: Proposal due date (3:00 PM PST)
- January 9: City completes proposal review/evaluation
- January 2023: City council award
- January/February 2023: Tentative start date

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 for the Randolph Avenue Beautification Project -Technical Assistance Program. The City received a TAP allocation of \$285,000 for technical assistance services from the Los Angeles County Regional Park and Open Space District grant program.

ATTACHMENT(S)

1. RFP - Maywood TAP Randolph Avenue Beautification Project



City of Maywood
Request for Proposal (RFP)
Randolph Avenue Beautification Project
Technical Assistance Program

Date of Issuance: December, 15, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN
3:00 pm, January 04, 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 Proposal (RFP) is to select a qualified firm to provide delivery of services such as complete project Design, Community Outreach & Engagement, Environmental Studies, Project Management, and Real Estate Advisory for a non-city-owned property located at Randolph (from Pine Avenue to Walker Avenue). As such, each proposer must recognize these specifications to be the minimum necessary for successful service delivery and evaluate options to provide real estate advisory for a land lease application of a property owned by the Union Pacific Railroad Company (as referenced in Attachment 2). The firm should also demonstrate expertise in all aspects, including design, environmental studies, and project management, as well as an understanding of community outreach and engagement. The City will award no more than one contract on a not-to-exceed basis.

This project is being funded by the Los Angeles County Regional Park and Open Space District (RPOSD) Technical Assistance Program (TAP). The project was approved based on the amenities detailed within the scope description.

II. BACKGROUND

The City of Maywood is a small Gateway city with a family-oriented community population of approximately 27,000 residents. Incorporated in 1924, the City of Maywood is a General Law City with a Council/Manager form of government which is settled in Los Angeles County and serves a land area of approximately 1.18 square miles and lies by the (I-710) freeway with its location next to the East of Los Angeles. The City is bordered by nearby cities Bell on the South, Vernon on the North and West, Huntington Park on the southwest, and Commerce on the East. The City operates and maintains a full range of municipal services, including Administration, Public Works, Community Services, Finance, and Community Development Departments.

The City of Maywood, in partnership with the Los Angeles County Regional Park and Open Space District (RPOSD), has secured funding to design and develop the Randolph Avenue Beautification Project. The City has recently submitted a land lease application with Union Pacific Railroad Company to take advantage of the beautification project. The project aims to aesthetically enhance the corridor, enhance safety and improve pedestrian experience by proposing planned enhancements, including a walking path, installation of green scaping with climate-appropriate diverse plantings, and community identification while deterring illegal dumping.

Property Description

The general location of the project is northbound of the City of Maywood and the City of Bell. The railroad lot (Assessor's ID No: 6317-017-802, 6316-014-801, 6316-014-802, 6315-014-803) sits next to San Antonio Rancho 120 ft Main Line R/W of S P RR (Ex of St) Bd N and S by Randolph St on the City of Maywood boundary. The lot distance for the project site is 1.12 miles from (from Pine Avenue to Walker Avenue).

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least three (3) years of consecutive experience in Design, Community Outreach & Engagement, Environmental Studies, Project Management, and Real Estate Negotiations for new park development for vacant land.
- B. The proposed term of the contract under this RFP shall be dependent on contractor estimated project timeline response.
- C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.
- D. Respondent shall comply with the insurance requirements set forth in the form professional service agreement.
- E. The Proposer must have appropriate certificate/professional accreditations from the State of California to provide the services requested.
- F. The Proposer shall provide a description of local, state or regional experience.

IV. SCOPE OF SERVICES

The Consultant shall provide Technical Professional Assistance for the Randolph Avenue Beautification Project to deliver a clear and comprehensive framework to enhance the corridor. The project will identify and create a methodology to improve pedestrian safety and improve the pedestrian experience by including a mile-walking path, climate-appropriate diverse planting, and community identification to deter illegal dumping. The Scope of Services includes, but is not limited to, environmental analysis, real estate advisory, community outreach & engagement, and project management. In addition, support is requested for design development, including phasing of the overall selected project site.

The following tasks are identified for the scope of services:

TASK 1: PROJECT MANAGEMENT

The Consultant shall establish and maintain project files and prepare all documentation, checklists, legal notices, and reports required for administration and compliance with state environmental requirements. Additionally, the consultant shall coordinate regularly scheduled conference calls or meetings between the City, and project stakeholders, to review alternatives and present design options, cost estimation, etc.

The following are tasks related to project management services:

- Review all proposed project expenditures to ensure proper allocation to the project budget
- Participate in the pre-construction conference and periodic construction progress meetings
- Serve as the designated Labor Standards Officer and assuring compliance with all applicable labor standards requirements (if applicable)
- Attend (meetings to provide project status reports and representing the project at any other public meetings deemed necessary
- Preparing all required performance reports and closeout documents and assisting with the determination of applicable audit requirements

Deliverables:

- Project schedules and updates
- Meeting agendas and minutes for design and coordination meetings

TASK 2: CONCEPTUAL DESIGNS

The consultant shall develop a conceptual design for the Randolph Avenue Beautification Project and the amenities planned for the site, including the location and configuration of

all site elements. The design is to be based on community outreach and input from residents and stakeholders, as well as City staff. Additionally, the consultant shall coordinate with relevant regulatory agencies, stakeholders, and material and equipment suppliers, conduct field topography, prepare all geotechnical studies and reports, and complete all design calculations.

- Preparation of construction and maintenance cost estimates for the conceptual design
- Preparation of preliminary conceptual design alternatives as well as construction and maintenance cost estimates
- Preparation of dimensioned site plan, elevations, and colored renderings to be used for final approval and as a basis for the preparation of construction documents

Deliverables:

- Final conceptual design
- Construction specification
- Maintenance cost estimates

TASK 3: ENVIRONMENTAL ANALYSIS, PERMITTING AND COMPLIANCE

The Environmental Analysis will need to be conducted to evaluate the project site on the railroads, trees, potential property uses, easements, architectural uses, landscape options, and elevated consideration for proper drainage. The City will need to determine the possibility of deeming the project categorically exempt from CEQA.

- The consultant shall perform the required studies, analysis, and prepare reports/documents.
- Collect existing site conditions data and plan of uses of the property, opportunities, and constraints, along with neighborhood and civic interests.
- All environmental documents shall be prepared in preliminary and final draft stages for City review and shall incorporate any comments made during the preliminary document review.
- Coordinate and assist with the City's Planning division to certify the environmental document and provide a recommendation.
- The consultant shall prepare appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies required to clear the project for construction.

Deliverables:

- Preliminary and final permit applications for submittal by the City
- Preliminary and final CEQA documentation for submittal by the City

TASK 4: REAL ESTATE ADVISORY

The consultant shall review and assist with a noncity-owned property owned by Union Pacific Railroad Company. The property is located on Randolph St (from Pine Avenue to Walker Avenue) on the east side border of the City of Maywood. The City is currently applying for a lease beautification application with the agency, and the selected consultant will be expected to review the beautification lease agreement in a form acceptable to the City.

- Review and study the Union Pacific Railroad Company located on Randolph St (from Pine Avenue to Walker Avenue) upon award of contract.
- Assist in the evaluation of the beautification lease agreement and provide recommendations on the property requirements and conditions
- Assist in the (if applicable) agreement negotiations for the development of a beautification lease agreement between the City and Union Pacific Railroad Company
- Other tasks which may be requested by the City

Deliverables:

- Provide review and recommendation on the beautification agreement
- Participate in any meetings in relation to the beautification lease agreement with Union Pacific Railroad Company

TASK 5: OUTREACH AND COMMUNITY ENGAGEMENT PLAN

The Consultant, with input from the City, shall prepare a detailed Outreach and Engagement Plan (O&E Plan) which shall include community engagement tools and events to be used throughout the development of Randolph Avenue Beautification Project. O&E Plan shall consist of a strategy to fully engage disadvantaged communities, regional partners and stakeholders, schools, neighboring cities, City Commissions and Council. The O&E Plan should address outreach in multiple languages and use electronic (virtual) and nontraditional means, to reach groups that may not participate in traditional engagement workshops.

Deliverables:

- Outreach and Engagement Plan
- City staff, Council, and Commission Meetings
- Outreach Events
- Virtual Engagement

TASK 6: OTHER TASKS

Other tasks which may be requested by the City.

V. SCHEDULE

Deadlines

Release of Requests for Proposals	December 15, 2022
Submittal of Questions	December 20, 2022 by 3:00 pm
Response to Questions	December 22, 2022 by 5:00 pm
Proposal Due Date	January 4, 2022 by 3:00 pm
Proposal Review/Evaluation	Week of January 09, 2022
Optional Interview (if required)	Week of January 09, 2022
Tentative City Council award	January 2023
Tentative Start date	January/February 2023

* 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 inquiries 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, Administrative Analyst at 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 four (4) copies of the of the proposal (three bound and one unbound), single sided.

All proposal submittals shall be mailed or delivered and received by the City no later than January 04, 2022 at 3:00 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) 562-5700. In addition to the submission of the hard copies of the proposal, Respondents shall also submit one electronic copy (searchable PDF format) by the same date and time to Shirley Quinones, 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
 - a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
 - b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
 - c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
2. Table of Contents
 - a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
3. Experience and Qualifications

- a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
 - b. At a minimum, Respondent should have at least three (3) years of consecutive experience.
 - c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
4. Approach to Scope of Services
- a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

- 1. Detailed Cost Proposal
 - a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services.

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

- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
- c. In addition, Respondent shall also submit the rates/compensation for any “additional services” that Respondent can provide.

X. AGREEMENT FOR PROFESSIONAL SERVICES

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

XI. GENERAL ADMINISTRATIVE INFORMATION

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

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

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

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

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

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

XII. SUBMITTAL DUE DATE

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

XIII. SELECTION PROCESS

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

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

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

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high-quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.

2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the City
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the City to be relevant to the performance of these services.

As part of the evaluation, the City will also contact references listed in the proposal. City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

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 2. Site Map

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 [REDACTED] ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. [REDACTED] City desires to utilize the services of Consultant as an independent Consultant to perform [REDACTED].

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 [REDACTED] (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.

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

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, [REDACTED], 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 \$[REDACTED], which includes expenses and additional services (if any) 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.

3. 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.

4. 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.

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.

5. 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.

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

A. Indemnities.

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.

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).

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.

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.

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

7. 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.

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 8 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.

8. 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.

9. 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.

10. 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.

11. 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.

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 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.

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

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

If to Consultant:

13. 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.

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.

14. 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.

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.

15. 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.

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.

16. 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.

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.

17. 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.

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.

18. 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.

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.

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

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.

20. 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.

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.

21. 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.

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Maywood,
a California municipal corporation

Consultant:

NAME OF CONSULTANT

By: _____
Heber Marquez
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

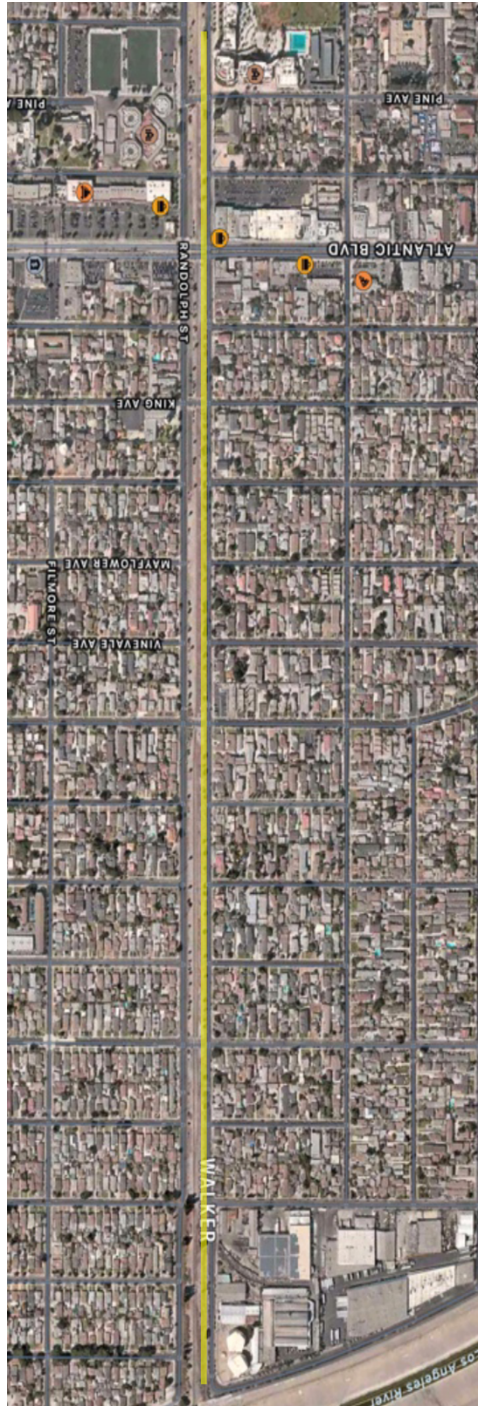
By: _____
Andrea Aguilar, City Clerk

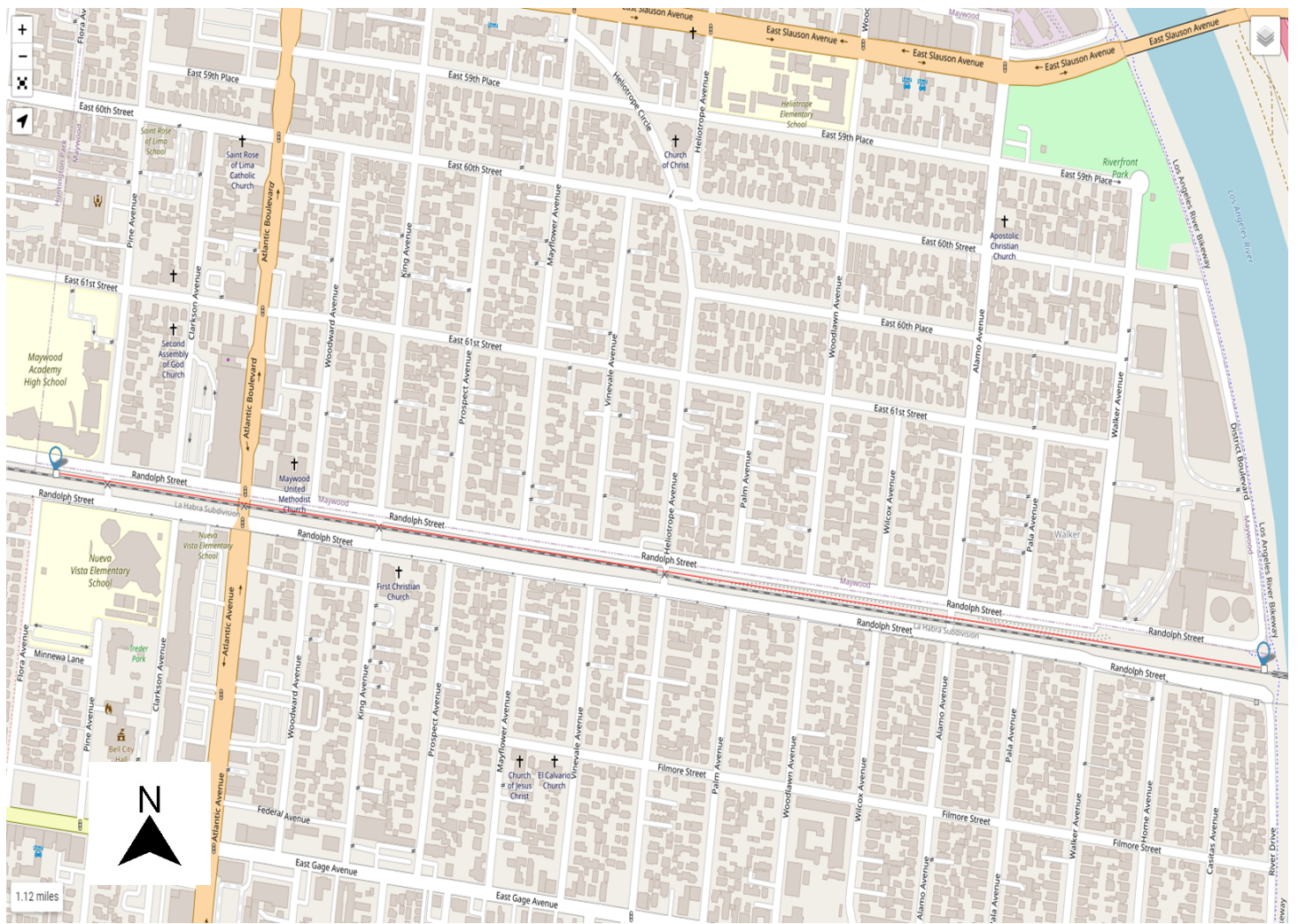
APPROVED AS TO FORM:

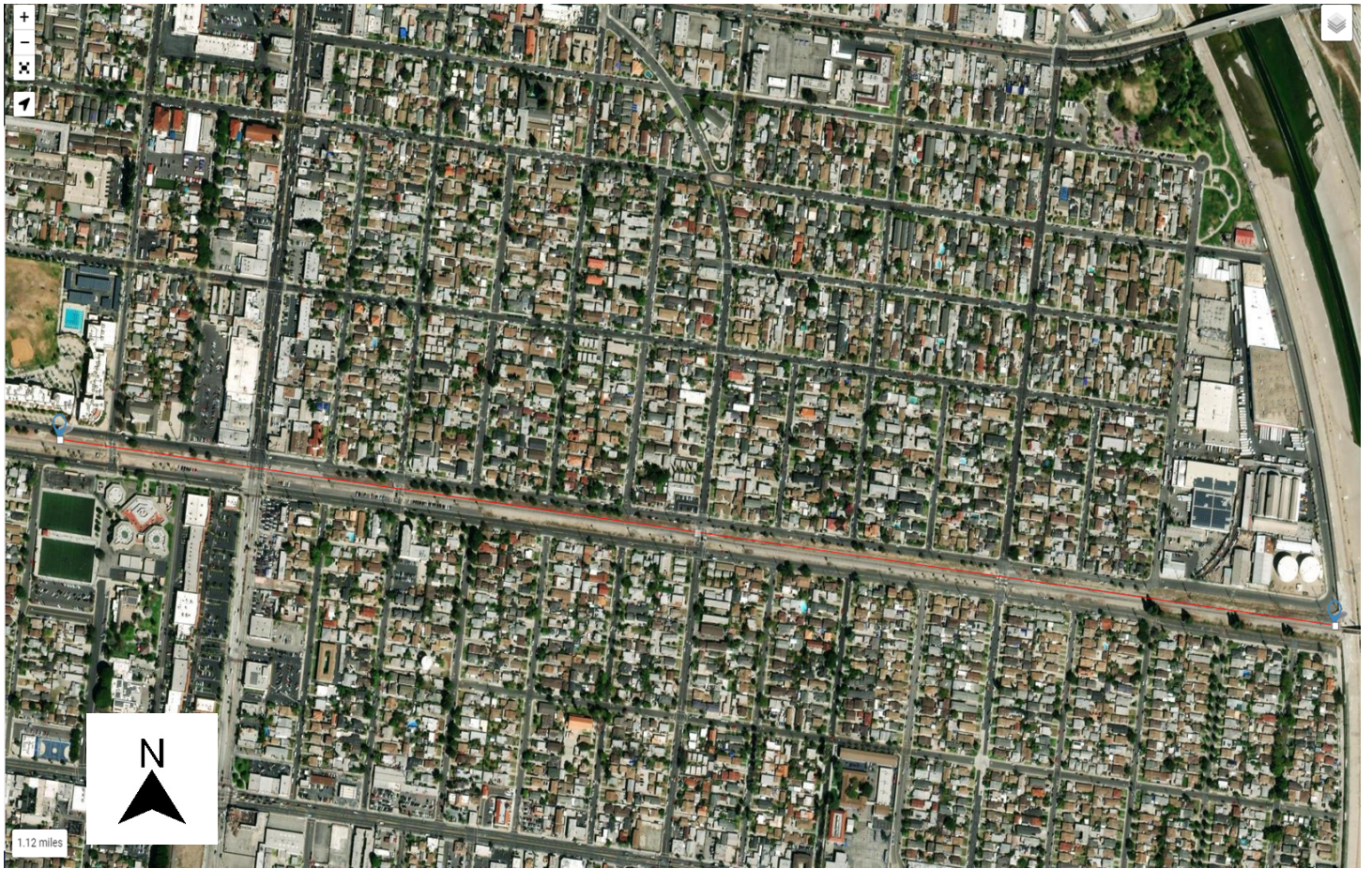
By: _____
Roxanne Diaz, City Attorney

ATTACHMENT 2

Site Map







AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: INTRODUCTION OF UNCODIFIED ORDINANCE NO. 22-03 REPEALING ORDINANCE NO. 16-01 REGARDING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 22-03, "An Uncodified Ordinance Repealing Ordinance No. 16-01 Regarding the Date and Time of Regular City Council Meetings" by title only, waive full reading of the ordinance and request the City Attorney to read the title of the ordinance.

BACKGROUND:

The City Attorney's Office is bringing forward this unmodified ordinance item as a clean-up item. The City staff is continually reviewing its processes and procedures to ensure efficiency. Maywood Municipal Code Section 2-1.01 entitled "Meeting Times" provides that regular meetings of the City Council shall be set by City Council resolution. In 2016, the City Council adopted an ordinance not a resolution to establish its meeting date and times, which was in error.

DISCUSSION:

The proposed uncodified ordinance will repeal Ordinance No. 16-01 which established City Council meeting dates and times by ordinance, which is not required by the City's Municipal Code. The Municipal Code provides that such dates and times be set by "resolution." Unlike an ordinance, which requires that it be placed on two separate agendas (one agenda for first reading and the second agenda for adoption), as well as a waiting period of 30 days before the ordinance becomes effective, a resolution is placed only on one agenda and once it is passed the resolution is effective immediately. Repealing Ordinance No. 16-01 will allow the City Council flexibility as well as promote efficiency in our processes as Section 2-1.01 of the Municipal Code clearly states that meeting dates and times should be established by resolution. City Staff will return with a proper resolution prior to the effective date of the proposed ordinance so that we are in compliance with our own Municipal Code.

LEGAL REVIEW:

This report and the proposed ordinance were drafted by the City Attorney.

FISCAL IMPACT:

This is no fiscal impact with this action.

ATTACHMENT(S)

ORDINANCE NO. 22-03

**AN UNCODIFIED ORDINANCE OF THE CITY OF MAYWOOD
REPEALING ORDINANCE NO. 16-01 REGARDING THE DATE AND
TIME OF REGULAR CITY COUNCIL MEETINGS**

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. Repeal. Ordinance No. 16.01 establishing new dates and times for regular City Council meetings is hereby repealed.

Section 2. Effective Date of Ordinance. This Ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 3. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED THIS ____ day of January, 2023.

Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Ordinance No. 22-03 was adopted at a regular meeting of the City Council of the City of Maywood held on the _____ day of January, 2023 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: RESOLUTION NO. 6276 OF THE CITY OF MAYWOOD CERTIFYING AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION CONDUCTED ON NOVEMBER 8, 2022

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6276 declaring the results of the November 8, 2022 General Municipal Election with the attached "Exhibit A" containing the Los Angeles County Registrar-Recorder/County Clerk's Certificate of the Canvass of the Election Returns.

BACKGROUND:

On June 8, 2022, the City Council adopted Resolution No. 6249 calling for and giving notice of November 8, 2022, General Municipal Election for the election of three members of the City Council and the unexpired term of the City Clerk; Resolution No. 6250 requesting that the Board of Supervisors of the County of Los Angeles consolidate the City's General Municipal Election with the Statewide Election to be held on November 8, 2022, pursuant to Section 10403 of the Elections Code; and Resolution No. 6251 adopting regulations for candidate statements.

Pursuant to Resolution No. 6250, the City took action to request the Los Angeles County Registrar-Recorder to consolidate the City's General Municipal Election with the Statewide General Election as well as render specified election services to the City. Specifically, the Registrar-Recorder was retained to perform all services related to the handling of ballots, including the canvas of ballots.

Notice of the election was given in the manner provided by law and on November 8, 2022, the City's General Municipal Election was held. In accordance with the City's request, the Los Angeles County Election Information and Preparation Division canvassed the returns of the election and has provided their certificate of the results, which is attached as Exhibit "A" to the Resolution for adoption by the City Council.

DISCUSSION:

The County has completed the canvass of the results and the appropriate Resolution has been prepared for adoption. On Monday, December 5, 2022, Los Angeles County certified an Official Canvass Certificate and Official Statement of Votes of the Election Results. Attached Resolution No. 6276 declares the results of the Election and attached "Exhibit A" contains the Los Angeles County Registrar-Recorder's Certificate of Canvass and Statement of Votes Cast.

With respect to the election of three members of the City Council and City Clerk, the number of vote-by-mail ballots and provisional ballots cast in the City was 2,667. The names of persons voted for and votes cast for each person in the election for members of the City Council as well as the City Clerk are as follows:

CITY COUNCIL

<u>Candidate</u>	<u>Votes Cast</u>
Eduardo De La Riva	1,382
Carlos Alvarez	440
Mayra Aguilz	1,372
Maria Rosas	778
Carmen Perez	734
Heber Marquez	1,340

CITY CLERK

<u>Candidate</u>	<u>Votes Cast</u>
Andrea Aguilar	2,194

Accordingly, the proposed resolution declares and determines that Eduardo De La Riva, Mayra Aguiluz, and Heber Marquez were elected as members of the City Council for the full term of four (4) years; Andrea Aguilar was elected as the City Clerk for the unexpired term.

The Elections Official is required to enter in the City's records a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) the number of votes given at each precinct to each person; and (4) the total number of votes given to each person.

As required by law, the Elections Official is to make and deliver to each of the persons elected a Certificate of Election signed by the Elections Official/Deputy City Clerk and the Elections Official/Deputy City Clerk will also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and will have them subscribe to it and file it in the Office of the City Clerk. Each person elected will then be inducted into their respective office.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. Nov 8 2022 - Official Election Canvass Certificate and Statement of Votes Cast

RESOLUTION NO. 6276
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD RECITING THE FACT OF THE GENERAL ELECTION
HELD ON TUESDAY, NOVEMBER 8, 2022 DECLARING THE
RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Maywood on Tuesday, November 8, 2022, in conjunction with the Statewide Presidential Election, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed by the Registrar of Voters of Los Angeles County, and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the elections and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A"

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

Section 1. With respect to the election for Member of the City Council, the whole number of ballots cast in the precincts, except vote-by-mail ballots and provisional ballots, was 643. The whole number of vote-by-mail ballots cast in the City, including any provisional vote-by-mail ballots in the City was 2024, for a grand total of 2,667 ballots cast in the City.

Section 2. With respect to the election for the City Clerk, the whole number of ballots cast in the precincts, except vote-by-mail ballots and provisional ballots, was 643. The whole number of vote-by-mail ballots cast in the City, including any provisional vote-by-mail ballots in the City was 2024, for a grand total of 2,667 ballots cast in the City.

Section 3. That the names of the persons voted for in the election for Member of the City Council were as follows:

Eduardo De La Riva
Carlos Avarez
Mayra Aguiluz
Maria Rosas
Carmen Perez
Heber Marquez

Section 4. That the names of persons voted for at the election of City Clerk were as follows:
Andrea Aguilar

Section 5. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in "Exhibit A" attached to this Resolution.

Section 6. The City Council declares and determines that Eduardo De La Riva was elected as Member of the City Council for the full term of four (4) years; Mayra Aguiluz was elected as Member of the City Council for the full term of four (4) years; and Heber Marquez was elected as Member of the City Council for the full term of four (4) years.

Section 7. The City Council declares and determines that Andrea Aguilar was elected as the City Clerk for the unexpired term of the City Clerk.

Section 8. The Elections Official or Deputy City Clerk shall enter in the records of the City a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given at each precinct to each person; and (5) the total

number of votes given to each person.

Section 9. The Elections Official or Deputy City Clerk shall immediately make and deliver to each of the persons so elected, a Certificate of Election signed by the Elections Official or Deputy City Clerk and authenticated; and the Elections Official or Deputy City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and will have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected will then be inducted into the respective office to which they have been elected.

Section 10. The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED THIS 14th day of December 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6276 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 14th day of December 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 5, 2022

Andrea Aguilar, City Clerk
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Maywood General Municipal Election consolidated with the General Election held on November 8, 2022.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

SONIA CORONA, Head
Election Planning Section

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

J 2022EF.GeneralElec.Nov2022.CanvassCert.CityLetter

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Maywood City

at the General Election, held on the 8th day of November, 2022.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this
5th day of December, 2022.



Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: NANCY RODRIGUEZ, HUMAN RESOURCE MANAGER

SUBJECT: CONSIDERATION OF APPROVAL OF RESOLUTION NO. 6277, ADOPTING AND APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MAYWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 36, LOCAL 4319, AND A BUDGET AMENDMENT APPROVAL IN AN AMOUNT OF \$53,283.97.

RECOMMENDATION:

Staff recommends that the City Council (i) adopt Resolution No. 6277, (ii) approve the Memorandum of Understanding with Maywood Employees' Association (MEA) affiliated with the American Federation of State, County, and Municipal Employees (AFSCME) for a three-year term beginning July 1, 2022 and ending June 30, 2025 and (iii) approve a budget amendment in the amount of \$53,283.97.

BACKGROUND:

On July 22, 2020, Maywood City Council recognized MEA as the exclusive representative of full-time, nonmanagement, rank and file City employees. Pursuant to the City of Maywood's Resolution 6130, MEA recognizes the City Manager or his/her designee as the negotiating representative for the City of Maywood. As of November 5, 2021, the Public Employment Relations Board recognized MEA's affiliation with the American Federation of State, County, and Municipal Employees (AFSCME) District Council 36, Local 4319. The City's negotiating team and MEA negotiation team have been meeting and conferring in good faith since April of this year. The parties reached a tentative agreement on September 23, 2022.

DISCUSSION:

The City and AFSCME have come to an agreement based on negotiations regarding the previous 2020-2022 memorandum of Understanding (MOU). The attached MOU covers fiscal years 2022-2025 and reflects the following changes:

- 1st Contract Year Cost of Living Adjustment of 2.5%, retroactively applied back to July 2022.
- 2nd Contract Year Cost of Living Adjustment of 2.5%.
- 3rd Contract Year Cost of Living Adjustment of 2.5%.
- Juneteenth Day will be earned as a Floating Holiday.
- Essential Worker Pay: A one-time lump sum payment of Three Thousand Dollars (\$3,000.00) will be paid to eligible unit members no later than 30 days following the ratification of this agreement. The payment will be subject to any required withholdings. The union acknowledges and agrees the payment is not subject to Public Employment Retirement Services ("PERS") withholdings or consideration.

- Additional Duties Pay: Increased the additional compensation equal to ten percent (10%) of their base pay.
- The parties agreed to the addition of Catastrophic Leave.
- The parties may elect to re-open the Article X Employee Benefits agreement for negotiations to discuss the logistics of a 9/80 working week.
- The parties agreed on a streamlined process for handling the grievance process.

LEGAL REVIEW:

Legal Counsel has reviewed this report.

FISCAL IMPACT:

The fiscal impact of the proposed MOU covers two items. First, it covers the Cost of Living Adjustments (COLAs) plus benefits for three fiscal years - 2022-23, 2023-24, and 2024-25.

The fiscal impact of:

- The first year (2022-23) is $\$16,672.06 + \$3,611.91 = \$20,283.97$;
- The second year (2023-24) is $\$17,088.86 + \$3,935.18 = \$21,024.04$;
- The third year (2024-25) is $\$17,516.08 + \$4,287.38 = \$21,803.46$
- For a total of $\$51,277.00 + \$11,834.47 = \$63,111.47$.

Payroll (salaries and benefits) is allocated across several funds, therefore this budget amendment (adjustment) will also be allocated across funds based on current payroll allocations.

Second, the proposed MOU provides each designated essential worker with \$3,000.00; a one-time payment that is not subject to Public Employment Retirement Services -"PERS"- withholdings or consideration. There are 11 positions that will qualify for the Essential Worker Pay. The cost of the Essential Worker Pay for this group will not exceed \$33,000.00 for FY 2022-23. Based on the final rule from the U.S. Department of Treasury, the City is allowed to utilize the American Rescue Plan Act (ARPA) Funding to cover Essential Worker Pay. This funding was not allocated in the Fiscal Year 2022-23 Budget. Therefore, a budget amendment (adjustment) in FY (2022-23) from the Special Revenue Fund - Local Fiscal Recovery Funds (e.g.ARPA) is for Essential Worker Pay \$33,000.00.

F.Y. 22-23 Impact: The first year (2022-23) COLA \$20,283.97+ Essential Worker Pay \$33,000.00 = \$53,283.97	Current F.Y. Budget:
Fund Impacted: - Essential Worker Pay: 273 Local Fiscal Recovery Fund - COLAs: Various Funds	Budget adjustment requested: \$53,283.97
Source of funds: Various Funds	Updated Account Budget: N/A
Account Number: 5103 Salaries Benefits 5201 CalPERS Retirement (Current Employees) 5220 City Portion of Medicare Expense	For fiscal year: N/A

ATTACHMENT(S)

1. 2022-25 Memorandum of Understanding (MOU) _City and Union Agreement_Final Review

RESOLUTION NO. 6277

**RESOLUTION OF THE MAYWOOD CITY COUNCIL ADOPTING AND APPROVING THE
TERMS AND PROVISIONS OF THE 2022-2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MAYWOOD AND THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 36, LOCAL
4319**

WHEREAS, the City of Maywood ("City") is a general law city and a public agency as defined in Government Code Section 3501(c); and

WHEREAS, as of November 5, 2021, the Public Employment Relations Board recognized Maywood Employee Association's (MEA) affiliation with the American Federation of State, County, and Municipal Employees (AFSCME) District Council 36, Local 4319 and is a recognized employee organization within the meaning of Government Code Section 3501 (b); and

WHEREAS, the previous two-year Memorandum of Understanding between the City and MEA had an effective date of July 1, 2020 and expires on June 30, 2022; and

WHEREAS, representatives of the City and representatives of AFSCME met and conferred in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, by and between the City and members of AFSCME for fiscal years 2022-2025; and

WHEREAS, on November 10, 2022, members of AFSCME ratified the 2022-2025 Memorandum of Understanding prepared to memorialize the deal points agreed upon by the parties.

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

SECTION 1. That pursuant to Government Code Section 3505.1, as the terms of the "Memorandum of Understanding Between the City of Maywood and the AFSCME, July 1, 2022 - June 30, 2025 ("2022-2025 Memorandum of Understanding"), attached hereto and incorporated herein as Exhibit A, were reached by representatives of the City and AFSCME, representatives of the City and AFSCME have jointly prepared the 2022-2025 Memorandum of Understanding, which agreement is not binding until approved by the City Council of the City and the members of AFSCME.

SECTION 2. That the 2022-2025 Memorandum of Understanding, which has been approved by AFSCME, is hereby adopted by the City of Maywood for fiscal years 2022-2025.

SECTION 3. That all provisions contained in the 2022-2025 Memorandum of Understanding attached hereto shall, where any conflict exists, supersede all previously adopted memoranda of understanding between AFSCME and the City.

SECTION 4. The City Clerk shall certify the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED THIS 14th day of December, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6277 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 14th day of December, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MAYWOOD AND AFSCME
DISTRICT COUNCIL, 36, LOCAL 4319,
MAYWOOD EMPLOYEES' ASSOCIATION FOR THE
PERIOD BEGINNING JULY 1, 2022
AND ENDING JUNE 30, 2025**



PREAMBLE

Pursuant to the City of Maywood's Resolution 2618 Maywood Employees' Association (MEA) submitted a petition to be recognized by the City. On July 22, 2020, Maywood City Council recognized MEA as the exclusive representative of full-time, non-management, rank and file City employees.

Pursuant to the City of Maywood's Resolution 6130, MEA recognizes the City Manager or his/her designee as the negotiating representative for the City of Maywood and shall negotiate exclusively with the City Manager or his/her designee, except as otherwise specifically spelled out in the Agreement.

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and the Employer-Employee Relations Resolution of the City of Maywood, the matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed by the representatives of the City of Maywood ("City") and representatives of the City of Maywood Employees' Association ("Association").

The matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed in good faith and agreed to by the City and the Union as constituting an equitable adjustment to present wages, hours and other terms and conditions of employment as evidenced by the signatures of the duly authorized representatives of the City and the Union.

As of November 5, 2021, the Public Employment Relations Board recognized MEA's affiliation with the American Federation of State, County, and Municipal Employees (AFSCME) District Council, 36, Local 4319.

The terms of the MOU supersede any conditions of employment imposed on the covered employees by other rules or regulations such as Personnel Rules and the Municipal Code. .

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ARTICLE I

DEFINITION OF TERMS

The following terms, whenever used in this Memorandum of Understanding, shall have the meaning set forth in this article.

SECTION 1 – BUSINESS DAY: Business day shall mean days that are neither weekends (Saturday or Sunday) or City recognized holidays. Workday shall mean the same as business day.

SECTION 2 - CLASSIFICATION: A position or positions assigned to the same job title.

SECTION 3 - DAY: Day shall mean calendar days except, where specified in this agreement.

SECTION 4 – EMPLOYEE: An individual compensated through the City payroll and appointed to one of the classifications represented by the Union as set forth in Attachment A.

SECTION 5 – LEAVE: An authorized absence from work.

SECTION 6 - POSITION: The duties and responsibilities assigned to an employee within a classification.

SECTION 7 – PAY RATE: The regular monthly or hourly rate of pay that is assigned to an employee.

SECTION 8 – SENIORITY: The total time employed as a full-time employee of the City and the time employed as a part-time or interim employee if such time was spent working the duties of a full-time position.

SECTION 9 – SERVICE: Employment with the City.

SECTION 10 – ADVANCE WRITTEN NOTICE: A request for leave submitted on a recognized leave form of the City and approved by the employee's Department Head.

SECTION 11 – PERSONNEL RULES/EMPLOYEES' MANUAL: References Policies and procedures, Federal and State Laws on Sexual Harassment, Non-Discrimination Act, and the Americans with Disabilities Act.

SECTION 12 – ANNIVERSARY DATE: The date of full-time employment, reinstatement, or promotion that is observed on an annual basis for salary increases.

ARTICLE II

COMPENSATION

SECTION 1 – PREPARATION OF COMPENSATION PLAN: The City of Maywood, by way of, the City Manager and/or designee shall be responsible for the maintenance of the City's compensation plan. The compensation schedule shall contain a list of the job classifications within the bargaining unit(s) represented by the Union and their corresponding salary range attached hereto as Attachment A.

SECTION 2 – ESTABLISHMENT OF PAY RATES: Upon appointment, an individual shall be assigned to a step on the salary range established for the classification. An employee may advance to the next higher step within their salary range if said employee is performing at a satisfactory or above level. A promotion or new appointment will not result in a new anniversary date, will include a 6-month probationary period.

It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.

As of July 1, 2021 all step increases are frozen; however, upon the informal close of the City's financial books in or around August 2021 the City and MEA agree to discuss the topic of unfreezing step increases.

On July 1, 2021 all employee's wages will be in line with the established salary range for their classification; if an employee's current wage is not on the salary range schedule, they will be placed in a step that will ensure no loss of wages.

SECTION 3 – WAGES: General salary increase is as follows and are attached hereto as Attachments A, B and C:

- A. Effective the start of the first full pay period in July 2022 and upon adoption of the new fiscal year's budget, salary ranges will be increased by 2.5% for Cost of Living (COLA) adjustment.
- B. Effective the start of the first full pay period in July 2023, and upon adoption of the new fiscal year's budget, salary ranges will be increased by 2.5% for Cost of Living (COLA) adjustment.
- C. Effective the start of the first full pay period in July 2024, and upon adoption of the new fiscal year's budget, salary ranges will be increased by 2.5% for Cost of Living (COLA) adjustment.

SECTION 4 - ESSENTIAL WORKER PAY

1. Pursuant to the American Rescue Plan Act of 2021, the City will issue a one-time lump sum payment of Three Thousand Dollars (\$3,000.00) to eligible unit members no later than 30 days following the ratification of this agreement. The payment will be subject to any required withholdings. Union acknowledges and agrees the payment is not subject to Public Employment Retirement Services ("PERS") withholdings or consideration.
2. In order for a unit member to be eligible to receive the full premium pay listed in Paragraph 1, the unit member must satisfy all of the following requirements:
 - a) Must have performed "essential work" as defined by the American Rescue Plan Act of 2021
 - b) In order to receive the payments, the unit member must be employed by the City on the dates the payments are made.

SECTION 5 – ADDITIONAL DUTIES PAY: Represented employees required and designated by the City Manager and/or a City Representative to perform specially assigned or extra duties outside the scope of their job description as deemed necessary during City business shall receive an additional compensation equal to ten percent (10%) of their base salary and no less than \$2.00/hour, whichever is greater. Additional Duties Pay shall remain in effect only for the duration of the designated assignment.

SECTION 6 –COMPENSATORY TIME: The City shall provide non-exempt employees with compensation or compensatory time off in lieu of compensation, at the discretion of the employee, for overtime work subject to the provisions of the Fair Labor Standards Act (FLSA). . If the City suspends operations due to a State or federal holiday, employees who would otherwise have been scheduled to work on that day shall have the number of hours in their scheduled shift added to the number of "hours worked" for the purpose of calculating overtime. Calculation for overtime is time and one half for the scheduled work week and same for mandatory work on Saturdays, Sunday and Holidays referenced in Article III.

- A. Meal Allowance: An employee recalled to work due to an emergency shall be reimbursed for the actual cost of a meal purchased by the employee up to a maximum of \$10.00. The employee must submit a receipt for the meal in order to be entitled to reimbursement.

SECTION 7 – DISTRIBUTION OF OVERTIME: The assignment of overtime work (1 ½) shall be the responsibility of the division head and the department head. All overtime work shall receive prior authorization..

- A. Emergency Work/Storm Patrol: Emergency work related to callouts on off-hours and storm patrol work will be assigned as follows:

1. When emergency needs are assigned, personnel will be contacted to work in the following order:

(a) Personnel that is uniquely qualified for the needed response.

(b) Personnel that have a related qualification and has the shortest response time to the disaster or emergency.

B. General Guidelines: At all times, whenever feasible, based on seniority, overtime will be assigned on an equal opportunity basis.

SECTION 8 – ALLOWANCE FOR MILEAGE: The City shall reimburse employees for use of their personal vehicles for official City business to match the amount allowed by the regulations of the Internal Revenue Service. This shall occur when a City vehicle is not available for the employee's use.

SECTION 9 – CALL BACK: Employees who are called back to work after completion of their regular shift shall receive three (2) hours of compensation or compensatory time off in lieu of compensation, or time actually worked, whichever is greater.

SECTION 10 – NIGHT SHIFT DIFFERENTIAL: Night shift differential shall be paid at five percent (5%) of their base salary to any regular full-time whose schedule requires the employee to work between the hours of 6:00 PM and 6:00 AM provided that either:

A. The employee is regularly scheduled to work $\frac{1}{2}$ (50%) or more of his/her shift between the hours of 6:00 PM and 6:00 AM.

B. The employee is NOT regularly scheduled but on individual workdays of their work week they are required to work $\frac{1}{2}$ (50%) or more of the scheduled workday shift between the hours of 6:00 PM and 6:00 AM.

SECTION 11 – CONFLICT WITH MOU: In the event of any conflict between any City Personnel Rules and Regulations, City Resolutions and/or policies and this MOU, the MOU, if ratified by the City Council, shall prevail.

ARTICLE III

LEAVE PROCEDURES

SECTION 1 – DESIGNATED CITY HOLIDAYS:

A. Every employee shall be provided with the following holidays with pay each year and such other as may be designated by action of the City Council:

1. New Year's Day, January 1st
2. Martin Luther King Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, first Monday in September
7. Veterans' Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Eve, December 24th
11. Christmas Day, December 25th
12. New Year's Eve, December 31st
13. Floating Holiday (Cesar Chavez Day, March 31st)
14. Floating Holiday (Juneteenth, June 19th; accrued on June 1st)

With prior approval, employees may use the Floating Holiday on any other scheduled workday after the date it is accrued. The Floating Holiday must be used in the fiscal year granted. It may not be accrued or carried over to subsequent year and is not subject to cash payment at termination. Department Head approval of floating holiday leave shall be obtained prior to its use with no less than 72 hours' notice.

If an employee is mandated to work on a Holiday, other than a Floating Holiday, in lieu of receiving holiday pay, the employee assigned to work shall receive premium pay at the rate of double-time for hours worked.

When a designated holiday falls on a Saturday, the preceding Friday shall be treated as a designated holiday. When a designated holiday falls on a Sunday, the following Monday shall be treated as a designated holiday.

Employees may request an additional vacation day prior or after a scheduled holiday, if approved by the Department Head. Requests must be submitted at least two weeks prior to the requested vacation.

SECTION 2 – COMPENSATORY LEAVE: The City shall provide employees with compensatory leave subject to the following conditions:

A. Compensatory time off is an alternative method of overtime payment to non-exempt employees. In lieu of paying a non-exempt employee for overtime

worked, employees may be granted compensatory time off at the overtime rate of one and one half (1 ½) for each hour of overtime worked. Employees shall have the option of receiving overtime pay for any overtime worked. This shall be in accordance with the FLSA, and subject to the applicable caps.

- B. Upon advance written notice, to the department head or supervisor, an employee may use compensatory leave at the employee's discretion. An employee may use compensatory leave along with any other authorized paid leave to complete hours requested.
- C. Compensatory Leave may be accrued up to a maximum of 40 hours of unused compensatory leave. Upon reaching 40 hours, employees may not earn additional compensatory leave accrual until their balance of unused compensatory leave is reduced below 40 hours as an alternative for employees who have accrued the maximum compensatory leave hours and are being mandated to work overtime will receive overtime pay for such services.
- D. When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the employee's pay rate on the date of the employee's separation from City service. The employee shall be compensated for one hundred percent (100%) of any accrued compensatory leave.

SECTION 3 – MILITARY LEAVE: Military leave with pay shall be granted in accordance with applicable state and federal law.

SECTION 4 – TIME OFF FOR VOTING: The City shall provide employees with time off for voting subject to the following conditions:

- A. An employee scheduled to work will be allotted to take off no more than two (2) hours from their work schedule to vote at a statewide election, without loss of pay, in coordination with the department head or supervisor. Time off for voting shall be at the beginning or end of the workday, whichever time allows the employee the most time for voting and the least time off from work.
- B. If the employee knows or has reason to believe that time off for voting will be necessary on election day, the employee shall notify the department head or supervisor of that fact at least two (2) workdays in advance.

SECTION 5 – BEREAVEMENT LEAVE: The department head or supervisor shall grant an employee bereavement leave for a period not exceeding three (3) workdays for deaths within the employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, and the employee's spouse, registered domestic partner; parents or stepparents; spouse's

parents or stepparents; brothers, stepbrothers or half- brothers; sisters, stepsisters or half-sisters; employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. (Reference State Family Code 297). Employee shall furnish satisfactory evidence of such death to his/her Department Head.

SECTION 6: PREGNANCY/PARENTAL DISABILITY LEAVE: If pregnancy disability leave is required, the employee shall provide a certificate in writing from licensed physician which shall advise the City that: the employee is disabled from working by pregnancy, childbirth or a related medical condition; the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and the estimate duration or end date of the leave.

California Pregnancy Disability Leave (PDL). PDL is an FMLA-qualifying leave that entitles pregnant employees who are unable to work due to a pregnancy related disability to up to four months of time off work. PDL may run concurrent with the employee's 12-weeks of FMLA leave.

California Family Rights Act (CFRA) Leave. CFRA provides employees with up to 12-weeks of job protection. An eligible employee may elect to use CFRA leave following Pregnancy Disability Leave to care for the newborn child, consistent with the provisions of CFRA.

SECTION 7: TEMPORARY DISABILITY LEAVE: Upon submission of an appropriate certificate from a licensed physician, an employee may be granted temporary disability leave. Notice should be given within 3-days. The employee utilizing temporary disability leave may utilize all sick leave accredited to him/her and upon the expiration of sick leave, may utilize any accredited annual vacation leave. When both sick leave and annual vacation leave credit are exhausted, the remainder of the absence required will be based on leave without pay. If leave without pay is utilized, no accruals of leave will be credited to the employee. The employer shall make the affected employee aware of other state and federal resources that maybe entitled to them.

SECTION 8 – TIME OFF FOR JURY DUTY: An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty for up to 80 hours in any 12-month period.. If an employee is required to serve on jury duty, compensation shall be at the employee's existing pay rate. Employees released early from jury duty shall report to their supervisor for assignment for the duration of the shift.

SECTION 9 – FAILURE TO RETURN FROM LEAVE: An employee who fails to contact his/her department head or supervisor and fails to return to work within 24 hours after the conclusion of a leave provided for under this Article or a vacation leave without an authorized extension of such leave shall be cause for discipline up to and including termination; provided the employee was able to communicate with the department head or supervisor. The application of this section shall be in accordance with state and

federal leave provisions

SECTION 10 – CATASTROPHIC LEAVE: Catastrophic leave is if an employee is experiencing times of catastrophic illness or injury to themselves or members of their immediate family (spouse, registered domestic partner, children, and parents only, as such terms are defined by Labor Code section 245.5). A diagnosed catastrophic or life-threatening illness or injury is verified by a medical provider. Employees who have exhausted their sick leave and vacation leave by utilizing at least 40 hours or 5 working days concurrently, shall be eligible for Catastrophic Leave Contributions from any city employee. These contributions are voluntary. Contributions shall be for increments of at least 8 hours (non-exempt employee's vacation/sick time) or 1 day (exempt employee's vacation/sick time). Use can be supplementary with other applicable benefits (worker's compensations, disability leave, etc.).

ARTICLE IV

INSURANCE AND RETIREMENT BENEFITS

SECTION 1 – HEALTH BENEFITS: The City, on a conditional basis, shall contribute toward the coverage of employees and their dependents in the medical insurance program available through the Public Employees' Retirement System as provided for under the Public Employee's Medical and Hospital Care Act as follows:

Effective January 1, 2022 the City shall contribute an amount up to 100% of the coverage amount for the Kaiser Permanente plan that corresponds to the employee's coverage (includes dependents). For an employee with Blue Shield insurance, the employee shall pay for the monthly premium that may exceed that of the Kaiser Permanente family plan.

If an employee does not enroll in any medical insurance plan offered by the City, the employee shall receive a deferred compensation payment of \$100 per month. To be eligible for the \$100 deferred compensation payment the employee must submit to the City written proof of duplicate medical insurance coverage.

SECTION 3 – VISION AND DENTAL INSURANCE: The City shall pay the monthly premiums for employees and their eligible dependents. The City and the Union agree to develop a labor-management committee to evaluate efficiency of current vision, dental and other City paid benefits. Committee will determine if any recommendations for future changes are to be communicated to the City Manager.

SECTION 4 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS): The City shall provide eligible "classic members" as defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) with 2% at 55 formula, with the highest year and social security offset. "New members" as defined by PEPRA will be under the 2% at 62 formula. The City will not pay a portion of an employee's contribution to the applicable Public Employees' Retirement System plan.

SECTION 5 – EMPLOYEE REQUIRED PERS CONTRIBUTION:

- A. The employee shall be responsible for paying the employee's maximum contribution rate of eight percent (8%) of "compensation earnable" as defined in Gov. Code section 20636. The member contribution rate is based on an annual actuarial valuation and is subject to adjustment by CalPERS.
- B. For employees covered by the 2% at 62 PERS retirement formula, effective January 1, 2013 Public Employees' Pension Reform Act of 2013 (PEPRA) prohibited employers from paying any portion of a "new member's" member contribution rate, the employee will be required to pay the individual maximum employee contribution of six-point seven five percent (6.75%) or such different amount as determined by PERS.

SECTION 6 – RETIREE HEALTH BENEFITS:

- A. The City will contribute \$1.00 per month towards PERS Medical and Hospital Care plan premium costs of annuitants. This amount will be upwardly adjusted by five percent (5%) of the amount of the City's 12 direct contribution for active employees on an annual basis, or such other amount required by statute, until the contributions are equal.
- B. Employees fifty (50) years of age and older, who retire under PERS, shall be eligible to continue in the City's group dental and vision care plans until age sixty-five (65) contingent upon the health provider's acceptance of the individual. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his/her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay the cost of dependent insurance benefits. During the term of this agreement and while the City participates in the PERS medical and hospital care program, the City will contribute an amount toward the PERS medical premium for eligible annuitants that is equal to the amount required under the Public Employees Medical and Hospital Care Act and the City's resolution electing coverage under that act.

ARTICLE V **UNION RIGHTS**

SECTION 1 – USE OF CITY FACILITIES: Union representatives may use certain City facilities for any Union business upon reasonable advance notice and approval by the Human Resources Manager which will not be unreasonably withheld. Access to certain facilities (e.g. public works yard and secured areas of City Hall) is limited. During lunch and breaks, no prior approval is required for access to employees if access is regarding grievance processing. .

SECTION 2 - BULLETIN BOARDS: The Union shall be provided use of bulletin boards designated by the City to post materials related to Union business and of Union interest.

A copy of all materials posted must be distributed to the City Manager at the time of posting, or as soon as possible. Postings will be consistent with professional standards and within the scope of the City's policies.

SECTION 3 - DISTRIBUTION OF LITERATURE: The Union's representatives may distribute literature in all areas accessed by employees during the employee's lunch or break. Distribution of literature will be consistent with professional standards while maintaining the Union's first amendment rights and rights conferred by the Meyers-Milius-Brown Act. Distribution will not interfere with the City's efficiency in providing service to the community.

SECTION 4 - EMPLOYEE'S ACCESS TO THE UNION: Any employee hired by the City into the Bargaining Unit, recognized in this Memorandum of Understanding on or after the date of implementation of this Article shall be provided no less than one-half hour and no more than two hours during the employee's orientation period to meet with the Union's representative. The Human Resources Division shall notify the Union of any new employee hired into the Bargaining Unit. An employee joining the Union's membership shall remit the Authorization "Card" to the Union, and the Union will provide written authorization to Payroll. The effective date of Union dues, other authorized deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later. Union members are still covered by this collective bargaining unit.. The City shall abide by the terms and conditions outlined in AB 119 and SB 866 (as codified in the Government Code in 2018).

SECTION 5 - REPRESENTATIVES' RIGHTS: The City and the Union recognize the rights of employees to choose whether or not to form, join and participate in lawful activities of employee organizations. Neither party shall act unlawfully toward an employee for exertion of these rights.

Employees may discuss matters regarding items contained in this Memorandum of Understanding or conditions of employment with the Union's representatives for clarification or assistance during off-duty hours or during lunch hours and breaks or upon approval from the Human Resources Manager.

SECTION 6 - USE OF CITY EQUIPMENT: The City agrees the Union may use the City's copying machines, faxes and e-mail. City e-mail usage shall sign and follow the guidelines set forth in the E-mail, and Internet policy.

ARTICLE VI **CITY RIGHTS**

SECTION 1 – EXCLUSIVE RIGHTS AND AUTHORITY:

- A. In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to

manage and direct the performance of City services and the work force performing such services. Therefore, the following matters shall not be subject to the meet and confer process but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include but not be limited to the City's right to:

1. Determine issues of public policy;
2. Determine and change the facilities, methods, means, and personnel by which the City operations are to be conducted;
3. Expand or diminish services;
4. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
5. Determine the size and composition of the work force to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
6. Determine job classifications;
7. Appoint, transfer, promote, demote and lay off employees for lack of work or other appropriate reasons;
8. Initiate disciplinary action for legitimate reasons;
9. Determine policies, procedures and standards for selection, training and promotion of employees;
10. Establish employee performance standards, including but not limited to quality and quantity standards;
11. Maintain the efficiency of governmental operations;
12. Exercise complete control and discretion over the organization and the technology of performing its work and services;
13. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services;
14. Determine any and all necessary actions to carry out its missions in Emergencies;

15. Contract or subcontract for any work or operation without the obligation to meet and confer regarding the decision or process to be used. (However, in the event the decision to contract out bargaining unit work results in the layoff of members of the bargaining unit, the City agrees to meet and confer with the Union beginning at least 20 working days prior to the effective date of layoff regarding impacts that are not already addressed by City rules or procedures.)
- B. The exclusive decision-making authority of the City Council and City Manager on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The employee may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

ARTICLE VII

UNION SECURITY

SECTION 1 – RECOGNITION:

- A. Pursuant to the provisions of the Employer-Employee Relations Resolution and state law, the City recognizes the AFSCME District Council 36, Local 4319 as the exclusive representative for all employees in the non-management, Full-Time, Non-exempt, Rank and File classifications.
- B. AFSCME District Council 36 Council 36, Local 4319 recognizes the City Manager as the exclusive representative for the City for purposes of executing this Memorandum of Understanding.

ARTICLE VIII

OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – MEET AND CONFER IN GOOD FAITH - SCOPE: The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Union on all matters related to salaries, fringe benefits and other terms and conditions of employment. The City agrees to provide the Union or its designee, at no cost, each draft City budget as it is presented for review, the adopted City budget, and the annual audit, to assist the Union in its representational duties pursuant to the Meyers-Milias-Brown Act. All other documents shall be made available pursuant to the provisions of the Public Records Act.

SECTION 2 – UNIFORMS: The City shall provide uniforms for all employees required to wear a uniform immediately after the employee completes their first month, and as required throughout the employee's service with the City.

SECTION 3 – USE OF CITY SUPPLIES: The City agrees the Union may use the City’s copying machines, faxes and email. Email usage shall be for Union correspondence only; members shall sign and follow the guidelines set forth in the Email, and Internet policy.

SECTION 4 – USE OF CITY RESOURCES: Access to City work locations and the use of City paid time and facilities by the Union and those representing it shall be authorized only to the extent provided in the City’s administrative policy and shall be limited to activities pertaining directly to the employer- employee relationship and not such internal employee organization business as the solicitation of membership, campaigning for office, organization meetings and elections. Union activities shall not interfere with the efficiency, safety and security of City operations.

ARTICLE IX **MODIFICATION AND DURATION**

SECTION 1 – MODIFICATION AND WAIVER: The City and the Union agree that this Memorandum of Understanding contains all of the covenants, stipulations, and agreements of the parties. The City and the Union understand that provisions contained in the Municipal Code, or personnel rules that directly relate to matters within the scope of representation are a part of this Memorandum of Understanding. Except as otherwise provided, the City and the Union agree, understand and reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered in this Memorandum of Understanding.

SECTION 2 – SEVERABILITY: Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section, or subsection of this Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this Memorandum of Understanding, or impose additional obligations on the City, the City and the Union shall meet and confer on the affected article, section, or subsection. In such an event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

SECTION 3 – DURATION:

- A. This Memorandum of Understanding shall be binding on the City and the Union when ratified by MEA and adopted by Maywood City Council.
- B. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and in effect from July 1, 2022 and shall remain in full force and in effect until and including the 30th day of June 2025.
- C. The Union and the city shall begin negotiations for a successor Memorandum

of Understanding by March 31, 2025.

SECTION 4 - EMPLOYEE RIGHTS: The City and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

- A. Employees in positions contained within the Union shall not be able to represent themselves for the purposes of negotiating revisions to the terms of this agreement.
- B. No employee will be interfered with, intimidated, coerced, restrained or discriminated against by any employee organization because of the exercise of his/her employment rights.
- C. Employees may discuss matters regarding items contained in this Memorandum of Understanding or conditions of employment with the officers of the Union for clarification or assistance during off-duty hours or during lunch hours and breaks or upon authorization according to administrative orders.
- D. Management may not represent any employee organization that represents other employees of the City on matters within the scope of representation.

ARTICLE X **EMPLOYEE BENEFITS**

SECTION 1 –WORKWEEK: The work week for all classified employees shall be 8am – 5pm; Monday thru Friday.

The parties may elect to re-open this Article agreement for negotiations but no later than one year after the ratification of this MOU to discuss the logistics of a 9/80 work week. The moving party will serve the other party with a brief explanation of why the party wishes to re-open.

SECTION 2 – VACATION TERMS: Employees will be subject to the following vacation provisions:

- A. Employees may accrue up to a maximum of 240 hours of unused vacation leave. Upon reaching 240 hours, employees shall earn no additional vacation accrual until their balance of accrued but unused vacation leave is reduced below 240 hours. Upon a written administrative determination of the City Manager that work demands prevent an employee from using vacation time on a timely basis, the City Manager may permit an employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and six (6) months. The City Manager

may also require a plan designed to bring the employee back into compliance with vacation accrual limitations. It is the responsibility of each employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

- B. All employees who have accrued in excess of 240 hours will be paid for the excess vacation on a dollar for-dollar basis on June 30, or the last workday in which City Hall is open prior to June 30. Cash out request forms are due to the Finance Department no later than two weeks prior to when checks will be issued to eligible City employees. Not to exceed a maximum of 80 hours to pay out.
- C. If vacation time is not taken due to administration determination, the employee shall be entitled to the stated cash-out provisions, as determined by the City Manager in his or her sole discretion.
- D. Unit (MEA) Employees will be credited with vacation leave at the following rates based upon the length of service:
 - 1. Eight (8) hours per month or 12 days per year during the first five (5) years of service.
 - 2. Ten (10) hours per month or 15 days per year during the sixth (6th) through the tenth (10th) years of service.
 - 3. Thirteen and one-third hours (13 1/3) hours per month or 20 days per year for the eleventh (11th) or more years of service.
- E. City Hall will be closed on all days between the Christmas Eve and New Year Holidays. Except as otherwise determined by the City Manager, City services will be suspended, and employees will not be scheduled to work during this time. Employees shall be allowed to utilize available vacation hours, compensatory leave, or personal leave to remain in paid status while City services are suspended during this time. At the City Manager's discretion employees can request authorization to work.

SECTION 3 – SICK LEAVE: Employees will be subject to the following sick leave policy:

- A. Unit (MEA) Employees will be credited 20 hours of personal leave and 72 hours of sick leave and may accrue an up to 240 sick leave hours.
- B. Definition As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:
 - 1. Illness or injury;

2. Quarantined because of exposure to a contagious disease;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
4. To care for a person residing in the employee's household, or to care for a family member as defined by Labor Code section 245.5
5. Per the Healthy Workplaces, Healthy Families Act of 2014, an employer shall provide sick leave for the following purposes:
 - a. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - b. To obtain services from a domestic violence shelter, program, or rape crisis center because of domestic violence, sexual assault, or stalking.
 - c. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - d. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
 - e. For any other purpose required by the Labor Code.

ARTICLE XI

PROBATIONARY PROCEDURES

SECTION 1 – DURATION OF PROBATIONARY PERIOD: An employee appointed to a position in the classified service shall serve a probationary period of not less than one (1) year beginning on the effective date of appointment. The City shall evaluate a probationary employee during the probationary period at three (3) months and six (6) months.

ARTICLE XII

TERMINATION PROCEDURES

SECTION 1 – VOLUNTARY RESIGNATION: An employee absents from work without authorization for three consecutive working days or more shall be considered to have voluntarily resigned from City service.

ARTICLE XIII

DISCIPLINARY PROCEDURES

Preamble – All discipline as defined by the City's Personnel Rules and Regulations shall be for cause as included in the City's Personnel Rules and Regulations. The City as it sees warranted may place an employee on a Performance Improvement Plan (PIP). The City shall meet the employee and allow him/her an opportunity to provide input as to the corrective action plan. The employee shall not be allowed to grieve or challenge the performance basis of the PIP.

SECTION 1 – JUST CAUSE FOR DISCIPLINARY ACTION:

Disciplinary action may lead to discipline, discharge, demotion or suspension of an employee. An employee shall not be discharged, involuntarily demoted or suspended except for a Just Cause and with due process. A legitimate reason for disciplinary action may include, but shall not be limited to the following:

1. Failure to properly perform assigned duties;
2. Theft of City property;
3. Insubordination;
4. Conviction of a felony or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;
5. Unauthorized absence from employment;
6. Tardiness;
7. Willful Misconduct;
8. Reporting for work, or being at work under the influence of or in possession of alcohol, or non-prescribed controlled substances;
9. Improper use of City funds;
10. Unauthorized use of City property;
11. Failure to properly care for City property;
12. Failure to maintain any employment qualification;
13. Willful falsification of any City report or record;
14. Failure to comply with health and safety standards;

15. Violation of the Municipal Code, Code of Conduct or departmental rules and policies;
16. Failure to maintain professional working relationships with the public and other employees;
17. Repeated or material dishonesty, or dishonesty affecting one's employment, employment relationships, or assigned duties;
18. Other failure of good behavior that causes discredit to the City.

SECTION 2 – DISCIPLINING AUTHORITY: The City Manager or his/her designee shall have the responsibility to institute a disciplinary action, to schedule and conduct any pre-disciplinary conference and to impose disciplinary action.

SECTION 3 – NOTICE OF DISCIPLINE:

Except as otherwise provided in the Personnel Rules, prior to imposing any disciplinary action, the Disciplining Authority shall notify the employee in writing of the alleged violation and the potential disciplinary action; the reason for the proposed disciplinary action; any specific charges against the employee; of the employee's right to receive copies of the written documents and materials upon which the proposed disciplinary action is based; and of the employee's right to respond to the charge, either orally or in writing.

SECTION 4 – REPRESENTATION: Employees are entitled to have a Union representative present during any interview that may result in disciplinary action.

Employees:

- A. Must request a Union representative to be called into the meeting. Upon the Union's request, the meeting may be postponed for at least one workday or as mutually agreed by the Union and employer representative.
- B. Must have a reasonable belief that the meeting may result in disciplinary action.

SECTION 5 – EMERGENCY SUSPENSION: When the Disciplining Authority determines that an employee's conduct threatens or has caused injury to persons or property, or presents the possibility for additional misconduct, the Disciplining Authority may impose paid administrative leave against the employee, effective immediately, until a pre-disciplinary investigation is conducted.

Within three (3) business days of such emergency paid administrative leave, the Disciplining Authority shall issue the employee the written notification specified in Section 3, of this Article. The Disciplining Authority, unless otherwise requested by the

employee, shall conduct a pre-disciplinary conference in not more than ten (10) days after the effective date of the emergency suspension.

SECTION 7 – ORAL WARNING: An oral warning is a private conference between an employee and a Supervisor or Disciplining Authority at which the employee is informed of a deficiency in performance or conduct and advised as to corrective action which should be taken to improve the performance or conduct in question

SECTION 8 - WRITTEN WARNING: Under this section an employee will receive two (2) written warnings (one initial and one final) regarding the same matter before suspension. The intent of the written warning is due to failure of performance or conduct improvement. Written Warnings shall only be for Just Cause as described in Article XIII Section 1 and are subject to the Grievance Procedure.

SECTION 9 – PERSONNEL FILES:

- A. Upon request, a personnel file shall be open for inspection by the employee or by his/her representative with the written consent of the employee concerned.
- B. When adverse material or any record of discipline or correction is to be placed in a personnel file, the City shall (1) notify the employee, (2) upon request, discuss the matter with the employee, and (3) request the employee to initial such material merely to confirm he/she has seen it. This shall also apply to the records of an employee relating to the investigation of a possible criminal offense or apply to letters of reference; in accordance with current Labor Code.

There shall be no alternative unofficial dossier or secret record on any employee. All written warning shall be removed after 24 months of issuance.

ARTICLE XIV
APPEAL PROCEDURES

SECTION 1 – REQUEST FOR DISCIPLINARY HEARING: Permanent employees shall have the right to appeal the imposition of disciplinary action. When an employee requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the City Manager within ten (10) days after the effective date of the imposition of the disciplinary action. Any such request shall be addressed to the City Manager and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All disciplinary hearings shall be conducted in private unless the employee requests, in writing, a public hearing. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2 – SCHEDULING OF DISCIPLINARY HEARING: The City Manager shall schedule any disciplinary hearing within a reasonable time after the filing of the

employee's request, considering the availability of a hearing officer and the convenience of the employee and the witnesses.

SECTION 3 – HEARING OFFICER: The City Manager or his/her designee shall serve as the Hearing Officer.

SECTION 4 – REPRESENTATION AT DISCIPLINARY HEARING: At the disciplinary hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

SECTION 5 – BURDEN OF PROOF AND EVIDENCE: The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the employee by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6 – CONDUCT OF DISCIPLINARY HEARING: The City Manager shall promulgate reasonable rules and regulations governing the conduct of the disciplinary hearings. The rules and regulations shall be available to employees. During the examination of a witness, the Hearing Officer may exclude from the hearing any and all other witnesses. The Hearing Officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7 – HEARING OFFICER'S DECISION: Within a reasonable time after the disciplinary hearing, the Hearing Officer shall issue a written decision containing findings of fact and conclusions of law. The Hearing Officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee.

SECTION 8 – APPEAL OF HEARING OFFICER'S DECISION: If the disciplinary action reviewed by the Hearing Officer constitutes discharge or a suspension of more than ten (10) working days, the Disciplining Authority or the employee may request an appeal hearing before the City Council to review the Hearing Officer's decision. If either party fails to request an appeal hearing within the prescribed time, the party shall have waived the right to an appeal hearing and all rights to further appeal of the Hearing Officer's decision.

SECTION 9 – REQUEST FOR APPEAL HEARING: When either party requests an appeal hearing, the request shall be in writing, signed by the filing party and filed with the City Council within ten (10) business days after the notification of the Hearing Officer's decision. The appeal shall be addressed to the City Council and shall identify the decision appealed from the grounds for the appeal and the relief requested by the employee. All appeal hearings shall be conducted in private unless the filing party requests, in writing, a public hearing. The City Council shall schedule any appeal hearing within a reasonable time and conduct any appeal hearing within fifteen (15) business days after the filing of the appeal.

SECTION 10 – REPRESENTATION AT APPEAL HEARING: At the appeal hearing,

the filing party may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to present oral and written arguments to the City Council.

SECTION 11 – CITY COUNCIL’S DECISION: The decision of the City Council shall be in writing and contain findings of fact and conclusions of law within ten (10) working days following the hearing. The City Council may affirm, revoke or reduce the decision of the Hearing Officer. Except as otherwise provided for in these Memorandum of Understanding, the City Council’s decision shall constitute a final resolution of any disciplinary action and no further appeal shall be permitted within the City’s internal administrative process.

SECTION 12 – BINDING ARBITRATION: If the decision of the City Council constitutes the discharge of an employee or the suspension of an employee for more than ten (10) working days, the employee, or his/her designee, may request that the City Council’s decision be submitted to arbitration, as described in Article XV, Section 6.

ARTICLE XV **GRIEVANCE PROCEDURES**

SECTION 1 – PURPOSE OF GRIEVANCE PROCEDURES: The grievance procedures shall be used to resolve employee complaints concerning the alleged violation of terms and conditions of employment with the City. The grievance procedures shall not be used for:

- A. The resolution of any complaint concerning any disciplinary action; or
- B. The resolution of any complaint concerning any aspect of the employment examination process.
- C. Probationary release
- D. Oral warnings
- E. Performance Evaluations

SECTION 2 – MATTERS SUBJECT TO GRIEVANCE PROCEDURE:

- A. Violation of a specific term of this Memorandum of Understanding between the City and the Union;
- B. Improper application of rules, regulations and procedures;
- C. Unfair treatment, including coercion, restraint or reprisal;
- D. The impact of a reduction in force action (layoff);

- E. Promotion procedures unfairly implemented;
- F. Discrimination because of race, religion, color, creed, disability, sex, marital status, national origin or sexual orientation; or
- G. Any other matter affecting the terms and conditions of employment.

SECTION 3 – GENERAL PROCEDURES:

- A. Any grievance not filed or appealed to the next step within the time limits established in the grievance procedures shall be deemed settled on the basis of the last decision and not subject to further appeal or reconsideration.
- B. Failure by City to reply to a grievance within the time limits established in the grievance procedures shall automatically grant the right to process the grievance to the next level.
- C. By mutual agreement and for good cause, any level of review, or any time limits established in these procedures, may be waived or reasonably extended in writing at any step in the grievance procedure.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.
- E. If a grievance is returned to the employee for insufficiency, the City will state in writing the reasons for the return. If the grievance was timely filed initially, new time limits for filing a revised grievance shall commence in accordance with Section 5 (B) of these procedures.
- F. The settlement of any specific complaint(s) or grievance(s) shall constitute a precedent for settlement of complaints or grievances, and for the interpretation of this Memorandum of Understanding to other individuals or circumstances. Unless otherwise mutually agreed in writing by the City and Union.

SECTION 4 – RIGHTS, RESPONSIBILITIES AND RESTRICTIONS:

- A. Employees have the right to the assistance of a representative of their choice in the preparation of their written grievance and to represent them in formal or informal grievance meetings. The grievant may be required by either party to be present in any or all meetings, related to their grievance.
- B. Employees selected as a representative in a grievance must obtain the permission of his/her supervisor to be absent from his/her duties to attend a grievance meeting. The employee representative shall provide his/her supervisor with reasonable advance notice to ensure that his/her absence

will not interfere with Departmental operations.

- C. In preparing grievances, scheduling the time, place and duration of any grievance meeting, the operational needs of the City shall be of paramount consideration. Neither the grievant nor the City shall lose their rights because of limitations in scheduling meetings or limitations placed on the release of an employee representative due to the operational needs of the City.
- D. The Grievant shall have the right to have their representative and/or Union Business Agent represent them at a formal grievance meeting to represent or advocate as an employee's representative. Only a person selected by a grievant and made known to the City two (2) business days prior to a scheduled formal grievance shall have the right to represent or advocate as an employee's representative.
- E. The City shall notify the president of the Union of any grievance involving the terms and conditions of this Memorandum of Understanding..The grievant shall be allowed to have the Union's Business Agent and/or their representative in attendance for a formal grievance.
- F. Grievance proceedings shall include witnesses that can provide facts. The City is under no obligation to interview character witnesses or witnesses with "hearsay" information. Any witness shall receive permission from their supervisor for the time to participate.
- G. Supervisors and department heads have the responsibility to inform an employee of any limitation of their authority to fully resolve a grievance. Should the supervisor or department head not be empowered to resolve the grievance, the grievance is moved to the next step.
- H. The Grievant(s) have the responsibility to state clearly and concisely the specific action(s) being grieved, the article(s) allegedly violated, and the specific remedy requested. A grievance cannot be summarily denied based on this section; but shall be clarified and discussed at the grievance meeting and in accordance with Section 3E of this article.
- I. The City shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against any Union Member/Employee, or otherwise interfering with, restraining, or coercing Union Member/Employee because of the exercise of any rights given by this MOU, and applicable state/federal labor provisions.

SECTION 5 – GRIEVANCE PROCEDURES:

- A. Step 1 - Informal Discussion of Grievance: Within seven (7) business days from the occurrence of the matter on which a complaint is based, or within

seven (7) business days from his/her knowledge of such occurrence, an employee shall informally discuss the matter with their immediate supervisor. If after such a discussion, the grievance has not been satisfactorily resolved, the employee shall have the right to submit a formal grievance.

- B. First Level of Review: All formal grievances submitted within seven (7) business days after the informal discussion of the grievance with the employee's immediate supervisor.. All formal grievances shall comply with the requirements of Section 4.G, above. Within seven (7) business days of receiving a formal written grievance, the immediate supervisor shall render a decision and disposition in writing to the employee on the original copy of the grievance. Should the grievance contain more than one issue, the grievant may accept any decision in part, and may continue the grievance process until all issues are resolved. Should the supervisor, responding to the grievance, deny the grievance at this level, they bear the responsibility to state clearly and concisely the justifications for the denial of the specific action(s) being grieved, provide the article(s) supporting said justification, and the specific rules, procedures or ordinances when applicable.
- C. Second Level of Review: Within seven (7) business days from his/her receipt of the immediate supervisor's written decision on the original grievance, to the City Manager, using the original copy of the grievance form. Within ten (10) business days from receipt of the employees' grievance, the City Manager or his/her designee who has not been involved in the grievance in the prior two (2) levels shall review the grievance with the Union and grievant and render a written decision and the reasons therefore to the employee. The decision of the City Manager shall conclude the administrative procedures for the grievance. Again, should the grievance be partially resolved at this level, the grievant and the Union may accept the partial resolution and continue the grievance process until all issues are resolved.

SECTION 6 – BINDING ARBITRATION:

- A. Within seven (7) business days from his/her receipt of the City Manager's or his/her designee's written decision or should the City Manager or his/her designee fail to render a decision within the time period provided by these procedures, the Union's Business agent, or his/her designee, shall notify the City Manager/designee, the Union's intent to submit the grievance to arbitration as provided for hereinafter.
- B. Only the grievances that is directly concern or involve the above grievance may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, merits or legality of any federal, state

or local law or ordinance, including specifically all ordinances adopted by the City Council. The interpretation, application, merits or legality of the exercise of the City's exclusive rights and authorities as specified in Article V of this Memorandum of Understanding.

- C. The parties shall select a mutually acceptable arbitrator by notifying the State Mediation & Conciliation Service and request that it provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the State Mediation & Conciliation Service, they will select an arbitrator through an alternate striking of names from that list. The last remaining name on the list will be the selected arbitrator. The party to strike the first name will be determined by a coin toss.
- D. The arbitration shall be conducted in accordance with the Labor Arbitration Rules of American Arbitration Association, unless such rules conflict with California law, and parties shall equally share the fees and expenses of the arbitrator.

All other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring such cost, unless otherwise agreed by the parties. The parties involved shall share the costs of transcripts and similar materials required or requested by the arbitrator equally.

- E. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding, unless in accordance with the savings clause. In the event that any of the terms or provisions of this Agreement are so declared invalid or unenforceable, the Union and City will promptly meet to negotiate substitute terms and provisions for those declared invalid.
- F. The decision of the arbitrator shall be binding upon the Union to the extent the decision and award of the arbitrator does not require action by the City Council, such decision and award shall be binding upon the City. If within sixty (60) business days of receiving notice of a decision and award requiring action by the City Council, such action is not taken, the Union may then resort to the applicable judicial, quasi-judicial, or administrative body to pursue whatever other legal remedies are available to it under this Memorandum of Understanding.

ARTICLE XVI

CONFLICT WITH MOU

SECTION 1 – CONFLICT WITH MOU: In the event of any conflict between any City

Personnel Rules and Regulations, City Resolutions and/or policies and this MOU, the MOU, if ratified by the City Council, shall prevail.

ARTICLE XVII
EVERGREEN CLAUSE

SECTION 1 – EVERGREEN CLAUSE: This agreement shall remain in full force and effect until parties herein, or their designated representative and/or successors sign a new Agreement. Or the parties herein, or their designated representatives and/or successors declare an impasse.

THIS MEMORANDUM OF UNDERSTANDING is hereby executed by the authorized representatives of the CITY OF MAYWOOD and AFSCME (MEA) and shall become effective when the same has been ratified and adopted by resolution of the City Council of the City of Maywood.

Representative of the Maywood Management Representative of Employee's Association Maywood

AFSCME President Date

Heber Marquez, Mayor Date

AFSCME Vice President Date

AFSCME Secretary Date

ATTACHMENT A:

**City of Maywood
MEA Salary Schedule
Current Fiscal Year 2021-2022**

No.	Title	Group	Annual Base Salary Minimum	Annual Base Salary Maximum	Step A Annual	Step B Annual	Step C Annual	Step D Annual	Step E Annual	Step F Annual
1	Accounting Specialist I	MEA	\$51,417.60	\$65,623.33	\$51,417.60	\$53,988.48	\$56,687.90	\$59,522.30	\$62,498.41	\$65,623.33
2	Accounting Specialist II	MEA	\$55,702.40	\$71,091.95	\$55,702.40	\$58,487.52	\$61,411.90	\$64,482.49	\$67,706.62	\$71,091.95
3	Administrative Analyst	MEA	\$64,272.00	\$82,029.17	\$64,272.00	\$67,485.60	\$70,859.88	\$74,402.87	\$78,123.02	\$82,029.17
4	Administrative Assistance	MEA	\$47,132.80	\$60,154.72	\$47,132.80	\$49,489.44	\$51,963.91	\$54,562.11	\$57,290.21	\$60,154.72
5	Assistant Planner	MEA	\$60,672.00	\$77,435.00	\$60,672.00	\$63,705.60	\$66,890.88	\$70,235.42	\$73,747.20	\$77,434.55
6	Building Inspection/Code Compliance Supervisor	MEA	\$90,846.00	\$115,945.07	\$90,846.00	\$95,388.30	\$100,157.72	\$105,165.60	\$110,423.88	\$115,945.07
7	Code Compliance Officer I	MEA	\$40,705.60	\$51,951.81	\$40,705.60	\$42,740.88	\$44,877.92	\$47,121.82	\$49,477.91	\$51,951.81
8	Community Development Analyst	MEA	\$64,272.00	\$82,029.17	\$64,272.00	\$67,485.60	\$70,859.88	\$74,402.87	\$78,123.02	\$82,029.17
9	Community Services Liaison	MEA	\$51,417.60	\$65,623.33	\$51,417.60	\$53,988.48	\$56,687.90	\$59,522.30	\$62,498.41	\$65,623.33
10	Customer Service Rep I	MEA	\$42,848.00	\$54,686.11	\$42,848.00	\$44,990.40	\$47,239.92	\$49,601.92	\$52,082.01	\$54,686.11
11	Customer Service Rep II	MEA	\$44,990.40	\$57,420.42	\$44,990.40	\$47,239.92	\$49,601.92	\$52,082.01	\$54,686.11	\$57,420.42
12	Executive Assistant	MEA	\$53,560.00	\$68,357.64	\$53,560.00	\$56,238.00	\$59,049.90	\$62,002.40	\$65,102.51	\$68,357.64
13	Finance Specialist	MEA	\$51,417.60	\$65,623.33	\$51,417.60	\$53,988.48	\$56,687.90	\$59,522.30	\$62,498.41	\$65,623.33
14	Parking Enforcement Officer	MEA	\$31,200.00	\$41,600.00	\$31,200.00	\$32,760.00	\$34,398.00	\$36,117.90	\$37,923.80	\$39,819.98
15	Parking Enforcement Officer II	MEA	\$42,848.00	\$54,686.11	\$42,848.00	\$44,990.40	\$47,239.92	\$49,601.92	\$52,082.01	\$54,686.11
16	Public Works Coordinator	MEA	\$64,272.00	\$82,029.17	\$64,272.00	\$67,485.60	\$70,859.88	\$74,402.87	\$78,123.02	\$82,029.17
17	Public Works Lead Maintenance Worker	MEA	\$55,702.40	\$71,091.95	\$55,702.40	\$58,487.52	\$61,411.90	\$64,482.49	\$67,706.62	\$71,091.95
18	Public Works Superintendent	MEA	\$64,272.00	\$82,029.17	\$64,272.00	\$67,485.60	\$70,859.88	\$74,402.87	\$78,123.02	\$82,029.17
19	Public Works Worker	MEA	\$31,200.00	\$41,600.00	\$31,200.00	\$32,760.00	\$34,398.00	\$36,117.90	\$37,923.80	\$39,819.98
20	Secretary of Building and Planning	MEA	\$42,848.00	\$54,686.11	\$42,848.00	\$44,990.40	\$47,239.92	\$49,601.92	\$52,082.01	\$54,686.11
21	Senior Accountant*	MEA	\$64,272.00	\$82,029.17	\$64,272.00	\$67,485.60	\$70,859.88	\$74,402.87	\$78,123.02	\$82,029.17
22	Senior Parking Enforcement Officer	MEA	\$44,990.40	\$57,420.42	\$44,990.40	\$47,239.92	\$49,601.92	\$52,082.01	\$54,686.11	\$57,420.42

*formerly titled as Fund Accountant

ATTACHMENT B:

**City of Maywood
MEA Salary Schedule
Proposed Fiscal Year 2022 2023
COLA INCREASE 2.5%**

No.	Title	Group	Annual Base Salary Minimum	Annual Base Salary Maximum	Step A Annual	Step B Annual	Step C Annual	Step D Annual	Step E Annual	Step F Annual
1	Accounting Specialist I	MEA	\$52,703.04	\$67,263.92	\$52,703.04	\$55,338.19	\$58,105.10	\$61,010.36	\$64,060.87	\$67,263.92
2	Accounting Specialist II	MEA	\$57,094.96	\$72,869.24	\$57,094.96	\$59,949.71	\$62,947.19	\$66,094.55	\$69,399.28	\$72,869.24
3	Administrative Analyst	MEA	\$65,878.80	\$84,079.90	\$65,878.80	\$69,172.74	\$72,631.38	\$76,262.95	\$80,076.09	\$84,079.90
4	Administrative Assistance	MEA	\$48,311.12	\$61,658.59	\$48,311.12	\$50,726.68	\$53,263.01	\$55,926.16	\$58,722.47	\$61,658.59
5	Assistant Planner	MEA	\$62,188.80	\$79,370.42	\$62,188.80	\$65,298.24	\$68,563.15	\$71,991.31	\$75,590.88	\$79,370.42
6	Building Inspection/Code Compliance Supervisor	MEA	\$93,117.15	\$118,843.70	\$93,117.15	\$97,773.01	\$102,661.66	\$107,794.74	\$113,184.48	\$118,843.70
7	Code Compliance Officer I	MEA	\$41,723.24	\$53,250.60	\$41,723.24	\$43,809.40	\$45,999.87	\$48,299.87	\$50,714.86	\$53,250.60
8	Community Development Analyst	MEA	\$65,878.80	\$84,079.90	\$65,878.80	\$69,172.74	\$72,631.38	\$76,262.95	\$80,076.09	\$84,079.90
9	Community Services Liaison	MEA	\$52,703.04	\$67,263.92	\$52,703.04	\$55,338.19	\$58,105.10	\$61,010.36	\$64,060.87	\$67,263.92
10	Customer Service Rep I	MEA	\$43,919.20	\$56,053.27	\$43,919.20	\$46,115.16	\$48,420.92	\$50,841.96	\$53,384.06	\$56,053.27
11	Customer Service Rep II	MEA	\$46,115.16	\$58,855.93	\$46,115.16	\$48,420.92	\$50,841.96	\$53,384.06	\$56,053.27	\$58,855.93
12	Executive Assistant	MEA	\$54,899.00	\$70,066.58	\$54,899.00	\$57,643.95	\$60,526.15	\$63,552.45	\$66,730.08	\$70,066.58
13	Finance Specialist	MEA	\$52,703.04	\$67,263.92	\$52,703.04	\$55,338.19	\$58,105.10	\$61,010.36	\$64,060.87	\$67,263.92
14	Parking Enforcement Officer	MEA	\$31,980.00	\$40,815.48	\$31,980.00	\$33,579.00	\$35,257.95	\$37,020.85	\$38,871.89	\$40,815.48
15	Parking Enforcement Officer II	MEA	\$43,919.20	\$56,053.27	\$43,919.20	\$46,115.16	\$48,420.92	\$50,841.96	\$53,384.06	\$56,053.27
16	Public Works Coordinator	MEA	\$65,878.80	\$84,079.90	\$65,878.80	\$69,172.74	\$72,631.38	\$76,262.95	\$80,076.09	\$84,079.90
17	Public Works Maintenance Worker	MEA	\$31,980.00	\$40,815.48	\$31,980.00	\$33,579.00	\$35,257.95	\$37,020.85	\$38,871.89	\$40,815.48
18	Public Works Lead Maintenance Worker	MEA	\$57,094.96	\$72,869.24	\$57,094.96	\$59,949.71	\$62,947.19	\$66,094.55	\$69,399.28	\$72,869.24
19	Public Works Superintendent	MEA	\$65,878.80	\$84,079.90	\$65,878.80	\$69,172.74	\$72,631.38	\$76,262.95	\$80,076.09	\$84,079.90
20	Secretary of Building and Planning	MEA	\$43,919.20	\$56,053.27	\$43,919.20	\$46,115.16	\$48,420.92	\$50,841.96	\$53,384.06	\$56,053.27
21	Senior Accountant*	MEA	\$65,878.80	\$84,079.90	\$65,878.80	\$69,172.74	\$72,631.38	\$76,262.95	\$80,076.09	\$84,079.90
22	Senior Parking Enforcement Officer	MEA	\$46,115.16	\$58,855.93	\$46,115.16	\$48,420.92	\$50,841.96	\$53,384.06	\$56,053.27	\$58,855.93

*formerly titled as Fund Accountant

ATTACHMENT C:

City of Maywood
MEA Salary Schedule
Proposed Fiscal Year 2023 2024
COLA INCREASE 2.5%

NO.	Title	Group	Annual Base Salary Minimum	Annual Base Salary Maximum	Step A Annual	Step B Annual	Step C Annual	Step D Annual	Step E Annual	Step F Annual
1	Accounting Specialist I	MEA	\$54,020.62	\$68,945.52	\$54,020.62	\$56,721.65	\$59,557.73	\$62,535.62	\$65,662.40	\$68,945.52
2	Accounting Specialist II	MEA	\$58,522.33	\$74,690.98	\$58,522.33	\$61,448.45	\$64,520.87	\$67,746.92	\$71,134.26	\$74,690.98
3	Administrative Analyst	MEA	\$67,525.77	\$86,181.90	\$67,525.77	\$70,902.06	\$74,447.16	\$78,169.52	\$82,078.00	\$86,181.90
4	Administrative Assistance	MEA	\$49,518.90	\$63,200.06	\$49,518.90	\$51,994.84	\$54,594.59	\$57,324.31	\$60,190.53	\$63,200.06
5	Assistant Planner	MEA	\$63,743.52	\$81,354.68	\$63,743.52	\$66,930.70	\$70,277.23	\$73,791.09	\$77,480.65	\$81,354.68
6	Building Inspection/Code Compliance Supervisor	MEA	\$95,445.08	\$121,814.79	\$95,445.08	\$100,217.33	\$105,228.20	\$110,489.61	\$116,014.09	\$121,814.79
7	Code Compliance Officer I	MEA	\$42,766.32	\$54,581.87	\$42,766.32	\$44,904.64	\$47,149.87	\$49,507.36	\$51,982.73	\$54,581.87
8	Community Development Analyst	MEA	\$67,525.77	\$86,181.90	\$67,525.77	\$70,902.06	\$74,447.16	\$78,169.52	\$82,078.00	\$86,181.90
9	Community Services Liaison	MEA	\$54,020.62	\$68,945.52	\$54,020.62	\$56,721.65	\$59,557.73	\$62,535.62	\$65,662.40	\$68,945.52
10	Customer Service Rep I	MEA	\$45,017.18	\$57,454.60	\$45,017.18	\$47,268.04	\$49,631.44	\$52,113.01	\$54,718.66	\$57,454.60
11	Customer Service Rep II	MEA	\$47,268.04	\$60,327.33	\$47,268.04	\$49,631.44	\$52,113.01	\$54,718.66	\$57,454.60	\$60,327.33
12	Executive Assistant	MEA	\$56,271.48	\$71,818.25	\$56,271.48	\$59,085.05	\$62,039.30	\$65,141.27	\$68,398.33	\$71,818.25
13	Finance Specialist	MEA	\$54,020.62	\$68,945.52	\$54,020.62	\$56,721.65	\$59,557.73	\$62,535.62	\$65,662.40	\$68,945.52
14	Parking Enforcement Officer	MEA	\$32,779.50	\$41,835.87	\$32,779.50	\$34,418.48	\$36,139.40	\$37,946.37	\$39,843.69	\$41,835.87
15	Parking Enforcement Officer II	MEA	\$45,017.18	\$57,454.60	\$45,017.18	\$47,268.04	\$49,631.44	\$52,113.01	\$54,718.66	\$57,454.60
16	Public Works Coordinator	MEA	\$67,525.77	\$86,181.90	\$67,525.77	\$70,902.06	\$74,447.16	\$78,169.52	\$82,078.00	\$86,181.90
17	Public Works Maintenance Worker	MEA	\$32,779.50	\$41,835.87	\$32,779.50	\$34,418.48	\$36,139.40	\$37,946.37	\$39,843.69	\$41,835.87
18	Public Works Lead Maintenance Worker	MEA	\$58,522.33	\$74,690.98	\$58,522.33	\$61,448.45	\$64,520.87	\$67,746.92	\$71,134.26	\$74,690.98
19	Public Works Superintendent	MEA	\$67,525.77	\$86,181.90	\$67,525.77	\$70,902.06	\$74,447.16	\$78,169.52	\$82,078.00	\$86,181.90
20	Secretary of Building and Planning	MEA	\$45,017.18	\$57,454.60	\$45,017.18	\$47,268.04	\$49,631.44	\$52,113.01	\$54,718.66	\$57,454.60
21	Senior Accountant*	MEA	\$67,525.77	\$86,181.90	\$67,525.77	\$70,902.06	\$74,447.16	\$78,169.52	\$82,078.00	\$86,181.90
22	Senior Parking Enforcement Officer	MEA	\$47,268.04	\$60,327.33	\$47,268.04	\$49,631.44	\$52,113.01	\$54,718.66	\$57,454.60	\$60,327.33

*formerly titled as Fund Accountant

ATTACHMENT D:

City of Maywood
MEA Salary Schedule
Proposed Fiscal Year 2024 2025
COLA INCREASE 2.5%

No. 	Title 	Group 	Annual Base Salary Minimum 	Annual Base Salary Maximum 	Step A Annual 	Step B Annual 	Step C Annual 	Step D Annual 	Step E Annual 	Step F Annual 
1	Accounting Specialist I	MEA	\$55,371.13	\$70,669.15	\$55,371.13	\$58,139.69	\$61,046.67	\$64,099.01	\$67,303.96	\$70,669.15
2	Accounting Specialist II	MEA	\$59,985.39	\$76,558.25	\$59,985.39	\$62,984.66	\$66,133.90	\$69,440.59	\$72,912.62	\$76,558.25
3	Administrative Analyst	MEA	\$69,213.91	\$88,336.44	\$69,213.91	\$72,674.61	\$76,308.34	\$80,123.76	\$84,129.95	\$88,336.44
4	Administrative Assistance	MEA	\$50,756.87	\$64,780.06	\$50,756.87	\$53,294.71	\$55,959.45	\$58,757.42	\$61,695.29	\$64,780.06
5	Assistant Planner	MEA	\$65,337.11	\$83,388.55	\$65,337.11	\$68,603.96	\$72,034.16	\$75,635.87	\$79,417.66	\$83,388.55
6	Building Inspection/Code Compliance Supervisor	MEA	\$97,831.21	\$124,860.16	\$97,831.21	\$102,722.77	\$107,858.90	\$113,251.85	\$118,914.44	\$124,860.16
7	Code Compliance Officer I	MEA	\$43,835.48	\$55,946.41	\$43,835.48	\$46,027.25	\$48,328.62	\$50,745.05	\$53,282.30	\$55,946.41
8	Community Development Analyst	MEA	\$69,213.91	\$88,336.44	\$69,213.91	\$72,674.61	\$76,308.34	\$80,123.76	\$84,129.95	\$88,336.44
9	Community Services Liaison	MEA	\$55,371.13	\$70,669.15	\$55,371.13	\$58,139.69	\$61,046.67	\$64,099.01	\$67,303.96	\$70,669.15
10	Customer Service Rep I	MEA	\$46,142.61	\$58,890.96	\$46,142.61	\$48,449.74	\$50,872.23	\$53,415.84	\$56,086.63	\$58,890.96
11	Customer Service Rep II	MEA	\$48,449.74	\$61,835.51	\$48,449.74	\$50,872.23	\$53,415.84	\$56,086.63	\$58,890.96	\$61,835.51
12	Executive Assistant	MEA	\$57,678.26	\$73,613.70	\$57,678.26	\$60,562.17	\$63,590.28	\$66,769.80	\$70,108.29	\$73,613.70
13	Finance Specialist	MEA	\$55,371.13	\$70,669.15	\$55,371.13	\$58,139.69	\$61,046.67	\$64,099.01	\$67,303.96	\$70,669.15
14	Parking Enforcement Officer	MEA	\$33,598.99	\$42,881.77	\$33,598.99	\$35,278.94	\$37,042.88	\$38,895.03	\$40,839.78	\$42,881.77
15	Parking Enforcement Officer II	MEA	\$46,142.61	\$58,890.96	\$46,142.61	\$48,449.74	\$50,872.23	\$53,415.84	\$56,086.63	\$58,890.96
16	Public Works Coordinator	MEA	\$69,213.91	\$88,336.44	\$69,213.91	\$72,674.61	\$76,308.34	\$80,123.76	\$84,129.95	\$88,336.44
17	Public Works Maintenance Worker	MEA	\$33,598.99	\$42,881.77	\$33,598.99	\$35,278.94	\$37,042.88	\$38,895.03	\$40,839.78	\$42,881.77
18	Public Works Lead Maintenance Worker	MEA	\$59,985.39	\$76,558.25	\$59,985.39	\$62,984.66	\$66,133.90	\$69,440.59	\$72,912.62	\$76,558.25
19	Public Works Superintendent	MEA	\$69,213.91	\$88,336.44	\$69,213.91	\$72,674.61	\$76,308.34	\$80,123.76	\$84,129.95	\$88,336.44
20	Secretary of Building and Planning	MEA	\$46,142.61	\$58,890.96	\$46,142.61	\$48,449.74	\$50,872.23	\$53,415.84	\$56,086.63	\$58,890.96
21	Senior Accountant*	MEA	\$69,213.91	\$88,336.44	\$69,213.91	\$72,674.61	\$76,308.34	\$80,123.76	\$84,129.95	\$88,336.44
22	Senior Parking Enforcement Officer	MEA	\$48,449.74	\$61,835.51	\$48,449.74	\$50,872.23	\$53,415.84	\$56,086.63	\$58,890.96	\$61,835.51

*formerly titled as Fund Accountant

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: MAYOR/CHAIR AND MAYOR PRO-TEM/VICE CHAIR SELECTION

RECOMMENDATION:

Staff recommends that the City Council/Successor Agency appoint a Mayor/Chair and Mayor Pro-Tem/Vice-Chair for the ensuing one-year term.

BACKGROUND:

The City Council/Successor Agency selects a Mayor/Chair and Mayor Pro-Tem/Vice Chair on an annual basis in December of each year.

DISCUSSION:

Each December, the City Council/Successor Agency votes to appoint a Council/Agency Member to serve a Mayor/Chair and Mayor Pro-Tem/Vice Chair. The Mayor/Chair serves as the presiding officer during Council/Successor Agency meetings and represents the City at various events. The Mayor Pro-Tem/Vice Chair serves as presiding officer and represents the City in the Mayor's absence.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with the appointments.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 15.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: ADOPTION OF RESOLUTION NO. 6278 FOR THE FORMATION OF UNDERGROUND UTILITIES DISTRICT NO. 22-1 FOR MAYWOOD AVENUE FROM 54TH STREET TO SOUTH OF SLAUSON AVENUE INTERSECTION, REPEALING RESOLUTION NO. 6268 AND FINDING THAT THE FORMATION OF DISTRICT NO. 22-1 IS CATEGORICALLY EXEMPT FROM CEQA REVIEW

RECOMMENDATION:

It is recommended that City Council adopt Resolution No. 6278 establishing Underground Utility District No. 22-1 and ordering the removal of poles, overhead wires, and associated structures, and the underground installation of wires and facilities for supplying electric, communication, or similar associated services on Maywood Avenue from 54th Street to Slauson Avenue and repeal Resolution No. 6268.

BACKGROUND:

California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20. Section 7-2.04 of the City Municipal Code authorizes the City Council to establish and designate, by resolution, an underground utility district (District) in the City for public necessity, health, safety or welfare.

Pursuant to the formula set out in the SCE Tariff Rule 20A, the City of Maywood annually used to receive an allocation in the form of a credit for eligible capital projects. Under the tariff, the allocated work credits not committed to a qualifying project each year are carried over to the following year. The City has a set aside Rule 20A allocation of \$2,640,385 as of May 12, 2022. These funds will cover cost of design and construction of undergrounding project including up to 100 feet of customer's service undergrounding. Cost not covered by Rule 20 A will be the City's responsibility. The Rule 20 A allocation will also cover replacement of streetlights on wood poles with new streetlights on concrete poles.

On October 12, 2022, City Council adopted Resolution No. 6268 establishing Underground Utility District No. 22-1 and ordering the removal of poles, overhead wires and associated structures on Fruitland Avenue from west of Loma Vista Avenue to east city limit and Maywood Avenue from north of 58th Street to south of Slauson Avenue.

On October 25, 2022, staff was informed by Mr. Robert Ciccarelli at SCE who has been assisting the city on the formation of undergrounding district that in researching their circuit maps it was discovered that the poles along Fruitland Avenue do not fully belong to SCE but to the City of Vernon. As such, staff was informed that

City of Maywood Rule 20A allocations could not be utilized to underground City of Vernon poles and wires. As a result, the city was asked to select an alternate location other than Fruitland Avenue.

DISCUSSION:

Based on SCE's information and to ensure City's Rule 20 A funds don't lapse staff is proposing establishment of Maywood Avenue from Slauson to 54th Street as the new Undergrounding Utilities District No 22-1 with an estimated cost of \$2.6 million. It is important to note that Rule 20A funds will no longer be available after the end of this calendar year. All affected properties have been notified of the proposed district (see attached copy of notification).

Adoption of the attached Resolution is required to authorize Southern California Edison (SCE) to proceed with the undergrounding of overhead facilities project. The proposed project will require significant coordination with other utilities having overhead facilities within the proposed district. It is anticipated that the removal of overhead utilities, poles and completion of undergrounding of all overheard utilities will commence in 2024 and completed in 2025.

Staff recommends that the City Council after holding a public hearing adopt the attached Resolution No. 6278 and adopt Resolution establishing Underground Utility District No. 22-1 and ordering the removal of poles, overhead wires and associated structures, and the underground installation of wires and facilities for supplying electric, communication, or similar associated services on Maywood Avenue from 54th Street to Slauson Avenue.

ENVIRONMENTAL IMPACT:

The resolution forming Underground Utility District No. 22-1 is Categorically Exempt from the California Environmental Quality Act review under CEQA Guidelines 15301(b) under Class 1 Existing Facilities, which consists of the operation, repair and maintenance of existing investor and publicly-owned utilities used to provide electric power.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There will be no impact to the City's General Fund. The undergrounding project estimated at \$2.6 Million which will be paid from Southern California Edison (SCE) Rule 20A allocation of \$2,640,385 and at no cost to the City.

ATTACHMENT(S)

1. Exhibit A - Maywood Underground Utilities
2. 20A Projects on Maywood Ave and Fruitland Ave Update
3. City of Maywood 2022 Allocation Balance
4. Maywood - Extended Scope Maywood Ave 20A Letter
5. Reso. No. 6268 Formation of Underground Utilities District No. 22-1

RESOLUTION NO. 6278

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD REPEALING
RESOLUTION NO. 6268 AND ESTABLISHING UNDERGROUND UTILITY DISTRICT NO.
22-1 AND ORDERING THE REMOVAL OF POLES, OVERHEAD WIRES AND ASSOCIATED
STRUCTURES, AND THE UNDERGROUND INSTALLATION OF WIRES AND FACILITIES
FOR SUPPLYING ELECTRIC, COMMUNICATION, OR SIMILAR ASSOCIATED SERVICES
ON MAYWOOD AVENUE FROM 54TH STREET TO SLAUSON AVENUE AND FINDING
THAT THE PROJECT IS CATEGORICALLY EXEMPT UNDER CEQA**

WHEREAS, the California Public Utilities Commission (CPUC) regulates Southern California Edison (SCE) and approved Rule 20 in 1968 that formed policies and procedures for the removal of overhead utilities and related equipment for the purposes of underground installation; and

WHEREAS, on October 12, 2022, City Council adopted Resolution No. 6268 establishing Underground Utility District No. 22-1 and ordering the removal of poles, overhead wires, and associated structures on Fruitland Avenue from west of Loma Vista Avenue to east city limit and Maywood Avenue from north of 58th Street to south of Slauson Avenue; and

WHEREAS, on October 25, 2022, staff was informed by Mr. Robert Ciccarelli at SCE who has been assisting the City on the formation of undergrounding district that based on SCE research the poles along Fruitland Avenue do not fully belong to SCE but to the City of Vernon and therefore, the City of Maywood Rule 20A allocations could not be utilized to underground City of Vernon poles and wires and the city was asked to select an alternate location other than Fruitland Avenue; and

WHEREAS, the City Council desires to establish Undergrounding Utilities District No. 22-1 for removal and underground all overhead utilities on Maywood Avenue from 54th Street to Slauson Avenue Shown in Exhibits A attached herein; and

WHEREAS, the cost of undergrounding including up to 100-feet of each customer's underground electric service lateral occasioned by the undergrounding is covered through the City's SCE Rule 20A funds; and

WHEREAS, the City annually used to receive from SCE an annual Rule 20A allocation with an available credit allocation of \$2,640,385 as of May 12, 2022, which no longer would be available after end of 2022; and

WHEREAS, pursuant to Section 7-2.02 of the City Municipal Code, notice of such hearing has been provided to all affected property owners within the proposed district as shown on the last equalized assessment roll and utilities concerned in the manner and for the time required by law; and

WHEREAS, such hearing has been duly and regularly held, and at the hearing all person interested were given an opportunity to be heard.

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

Section 1: The recitals stated above are true and correct.

Section 2: Resolution No. 6268 is hereby repealed.

Section 3: The City Council finds and determines that the public health necessity, health, safety, and welfare requires the removal of poles, overhead wires, and associated structures in the District for supplying electric, communication, or similar associated services.

Section 4: The City Council finds and determines that the adoption of this Resolution is Categorically Exempt from the California Environmental Quality Act pursuant to CEQA Guidelines 15301(b) (Class 1 Existing

Facilities), which consists of the operation, repair and maintenance of existing investor and publicly-owned utilities used to provide electric power.

Section 5: The City Council designates Underground Utilities District No. 22-1 as shown in Exhibit A attached herein pursuant to Section 7-2.04 of the City Municipal Code and subject to the provisions of this Resolution, orders the removal of poles, overhead wires and associated structures in the District, and the underground installation in the District of wires and facilities for supplying electric, communication, or similar associated services on Maywood Avenue from 54th Street to Slauson Avenue. It is anticipated that the removal will commence in 2024 with completion by the end of calendar year 2025.

Section 6: The Mayor is authorized to execute the resolution for and on behalf of the City of Maywood.

PASSED, APPROVED AND ADOPTED THIS 14th day of December, 2022.

, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

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

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6278 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 14th day of December, 2022 by the following roll call vote, to wit:

AYES:

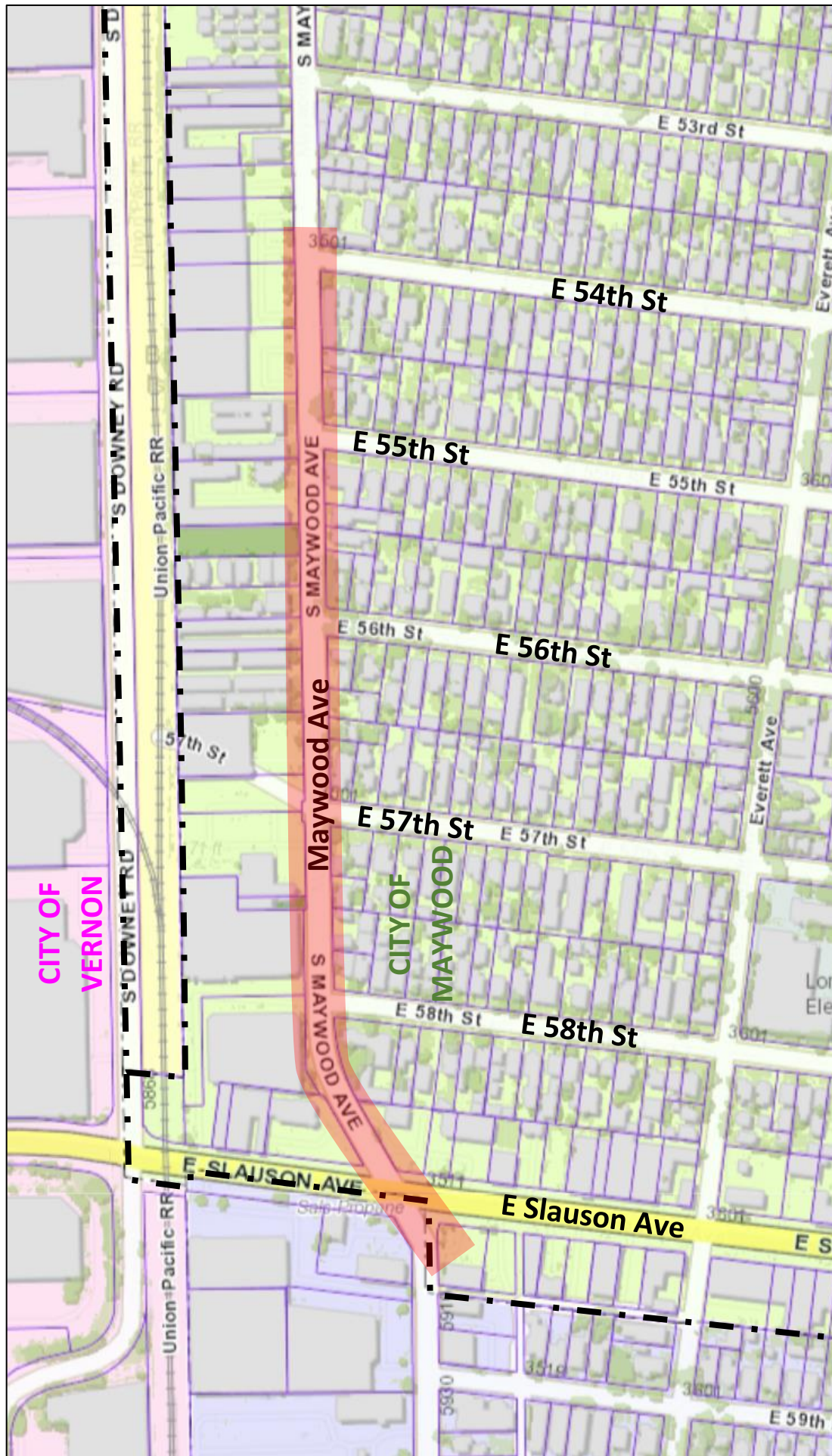
NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

Exhibit A



LEGEND
N

Proposed Underground Utilities District No. 22-1

From: [Robert Ciccarelli](#)
To: [Mohammad Mostahkami](#)
Cc: [Torrey L Peterson](#)
Subject: 20A Projects on Maywood Ave and Fruitland Ave Update
Date: Tuesday, October 25, 2022 1:06:44 PM
Attachments: [image003.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Afternoon Mohammad,

As an update, both of these project are now in to our Tech Planning Group for engineering designs. Mr. Torrey Peterson on this email is our Technical Planner. In researching our circuit maps it was discovered that the poles along Fruitland Ave do not fully belong to SCE but mostly to the City of Vernon. As such, Maywood allocations cannot be utilized to underground City of Vernon poles and wires. As a result and unfortunately, the city is going to have to select an alternate location other than Fruitland Ave such as extending the Maywood Ave scope of work northerly and forego Fruitland Ave.

Please let us know how you would like to proceed from here.

Best,

Robert Ciccarelli

Project Manager Metro West Region
Electrical Transmission and/or Distribution
Rule 20 Project Management
M. 714-430-7842
Robert.ciccarelli@sce.com
1444 E. McFadden Ave | Building D | Santa Ana, CA 92705



May 12, 2022

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

SUBJECT: City of Maywood 2022 Rule 20A Work Credit Balance

Dear Jennifer E. Vasquez:

Southern California Edison (SCE) has filed with the California Public Utilities Commission (CPUC) its annual report of SCE's 2022 budget for capital spending under Tariff Rule 20A, Replacement of Overhead with Underground Electric Facilities. For calendar year 2022, the budget is \$ 12,630,395.

Pursuant to the formula set out in Tariff Rule 20A, the portion of this amount allocated to the City of Maywood is 43,720. Under the tariff, allocated work credits not committed to a qualifying project in a given year are carried over to the next year. As of this writing, the City of Maywood work credit balance is \$3,101,800. Additionally, 2022 is the last year annual work credits will be allotted.

On June 3, 2021, the California Public Utility Commission (CPUC) issued a Decision that revises the CPUC's Electric Rule 20 program (Decision). The Decision, in part, required SCE to notify the communities participating in its Rule 20A sub-program to provide them their Rule 20A status, i.e., whether they are considered "active" or "inactive,".

The City of Maywood was considered Inactive on January 1, 2022. As such approximately 15% of the city/county's work credits have been re-allocated to assist communities with active Rule 20A project underway. Below is your 2022 Allocation Balance, after the reallocation transfer was completed.

2022 Work Credit Balance	\$ 3,101,800
Reallocated Amount	\$ (461,415)
New 2022 Work Credit Balance	\$ 2,640,385

Please feel free to contact me, if you have any questions about Rule 20A or any other matters affecting SCE's service to you.

Regards,

Bob Ciccarelli
New Development Project Manager, Rule 20 Program

cc: Elias Bermudez, Senior Manager, New Development Planning
Adrian Garcia, Government Affairs Manager
Talisa Lee, Business Advisor, Rule 20, New Development Planning



November 23, 2022

Jennifer E. Vasquez
City Manager
CITY OF MAYWOOD
4319 E. Slauson Avenue
Maywood, CA 90270

Subject: Rough Order of Magnitude (ROM) Cost Estimate
 Maywood Rule 20A Undergrounding Project
 Extended Scope Maywood Avenue – Slauson Avenue to 54th Street
 Distribution System Undergrounding

Dear Ms. Vasquez,

Rule 20A Project Management has reviewed the Rule 20A project in the City of Maywood: Extended Scope Maywood Avenue – Slauson Avenue to 54th Street. The Rough Order of Magnitude cost estimate for the project is **\$2,600,000**, expressed in **2024** dollars. The estimated trench footage for the project is 3,220 feet and includes all mainline trenching as well as crossings and service laterals. This ROM estimate does not include the Transmission lines that cross at 57th Street that will remain overhead facilities. The cost of the project is escalated to the year 2024, which is the earliest anticipated year that construction would be scheduled and includes an estimated accuracy variance of approximately 40%. This assumes all the other utilities involved in the project can complete their design and prepare construction documents in the same timeframe as SCE has estimated. Should the City and SCE agree to proceed with the Rule 20A project, the scope of work and SCE estimated cost for the project can be updated and with greater accuracy following the completion of SCE's final engineering design.

City of Maywood has enough allocations to proceed with this project.

SCE's ability to proceed with this project is dependent upon the annual CPUC approved budget for the Rule 20A Program, which provides for the availability of capital funding and resources for Rule 20A projects. Funding levels for the Rule 20A Program may directly impact future allocations, ending in 2022, and the anticipated year of construction for this proposed project.

The ROM estimate is based on the following assumptions:

- SCE has an available budget to proceed with the project.
- The City of Maywood has accumulated an adequate allocation balance for the project.
- The City of Maywood has established an underground utility district by resolution or ordinance for this project and/or area.
- City of Maywood will allow and provide for the granting of easement(s) to SCE for trench installation within the project boundary, as necessary.

Additional terms and conditions assumed in the ROM estimate are outlined in the attached **Rule 20A General Conditions Policy** document, which further defines the responsibilities of SCE and the City of Maywood to ensure the success of this project.

Please communicate the current ROM estimate and the information included regarding allocations and assumptions to the appropriate City staff.

Thank you for your assistance in this matter and should you have any questions please feel free to call me directly.

Sincerely,

Robert Ciccarelli

Robert Ciccarelli
Electrical Transmission and/or Distribution
Rule 20 Project Manager
Metro West Region

cc:
Elias Bermudez, Senior Manager New Development Planning
Talisa Lee, SCE Rule 20 Project Management
Project Files

RESOLUTION NO. 6268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 22-1 AND ORDERING THE REMOVAL OF POLES, OVERHEAD WIRES AND ASSOCIATED STRUCTURES, AND THE UNDERGROUND INSTALLATION OF WIRES AND FACILITIES FOR SUPPLYING ELECTRIC, COMMUNICATION, OR SIMILAR ASSOCIATED SERVICES ON FRUITLAND AVENUE FROM LOMA VISTA TO EAST CITY LIMIT AND MAYWOOD AVENUE FROM 58TH STREET TO SLAUSON AVENUE

WHEREAS, the California Public Utilities Commission (CPUC) regulates Southern California Edison (SCE) and approved Rule 20 in 1968 that formed policies and procedures for the removal of overhead utilities and related equipment for the purposes of underground installation; and

WHEREAS, Section 7-2.04 of the City of Maywood Municipal Code authorizes the City Council to establish and designate, by resolution, an underground utility district (District) in the City where necessary for public necessity, health, safety or welfare; and

WHEREAS, the City Council desires to establish Undergrounding Utilities District No 22-1 for removal and underground all overhead utilities on Fruitland Avenue from Loma Vista to East City Limit ; and Maywood Avenue from 58th Street to Slauson Avenue Shown on Exhibits A-1 and A-1 attached herein; and

WHEREAS, the cost of undergrounding including up to 100 feet of each customer's underground electric service lateral occasioned by the undergrounding is covered through the City's SCE Rule 20 A funds; and

WHEREAS, the City annually used to receive from SCE an annual Rule 20 A allocation with an approximate available credit allocation of \$3,058,080 as of May 2022 which no longer be available after end of 2022; and

WHEREAS, pursuant to Section 7-2.02 of the City Municipal Code, notice of such hearing has been provided to all affected property owners within the proposed district as shown on the last equalized assessment roll and utilities concerned in the manner and for the time required by law; and

WHEREAS, the City has consulted with the affected public utilities and they have agreed on the proposed underground district; and

WHEREAS, such hearing has been duly and regularly held, and at the hearing all person interested were given an opportunity to be heard.

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

Section 1: The recitals stated above are true and correct

Section 2: The City Council finds and determines that the public health necessity, health, safety, and welfare requires the removal of poles, overhead wires and associated structures in the District for supplying electric, communication, or similar associated services.

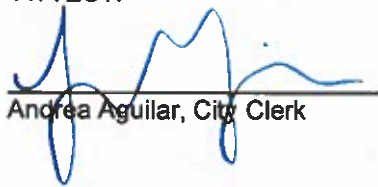
Section 3: The City Council designates Underground Utilities District No 22-1 as shown in Exhibit A -1 and Exhibit A-2 attached herein pursuant to Section 7-2.04 of the City Municipal Code and subject to the provisions of this Resolution, orders the removal of poles, overhead wires and associated structures in the District, and the underground installation in the District of wires and facilities for supplying electric, communication, or similar associated services on Fruitland Avenue from Loma Vista to East City Limit and Maywood Avenue from 58th street to Slauson. It is anticipated hat the removal will commence approximately in July 2024 with completion by the end of calendar year 2025.

Section 4: The Mayor is authorized to execute the resolution for and on behalf of the City of Maywood.

PASSED, APPROVED AND ADOPTED THIS 12th day of October, 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. 6268 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 12th day of October, 2022 by the following roll call vote, to wit:

AYES: **DEURIVA, LARA, TORRES, GARCIA, MARQUEZ**

NAYES:

ABSENT:

ABSTAINED:

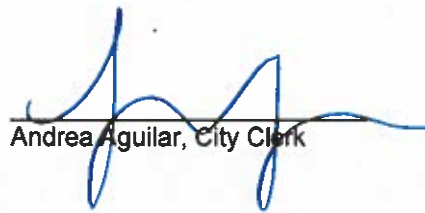
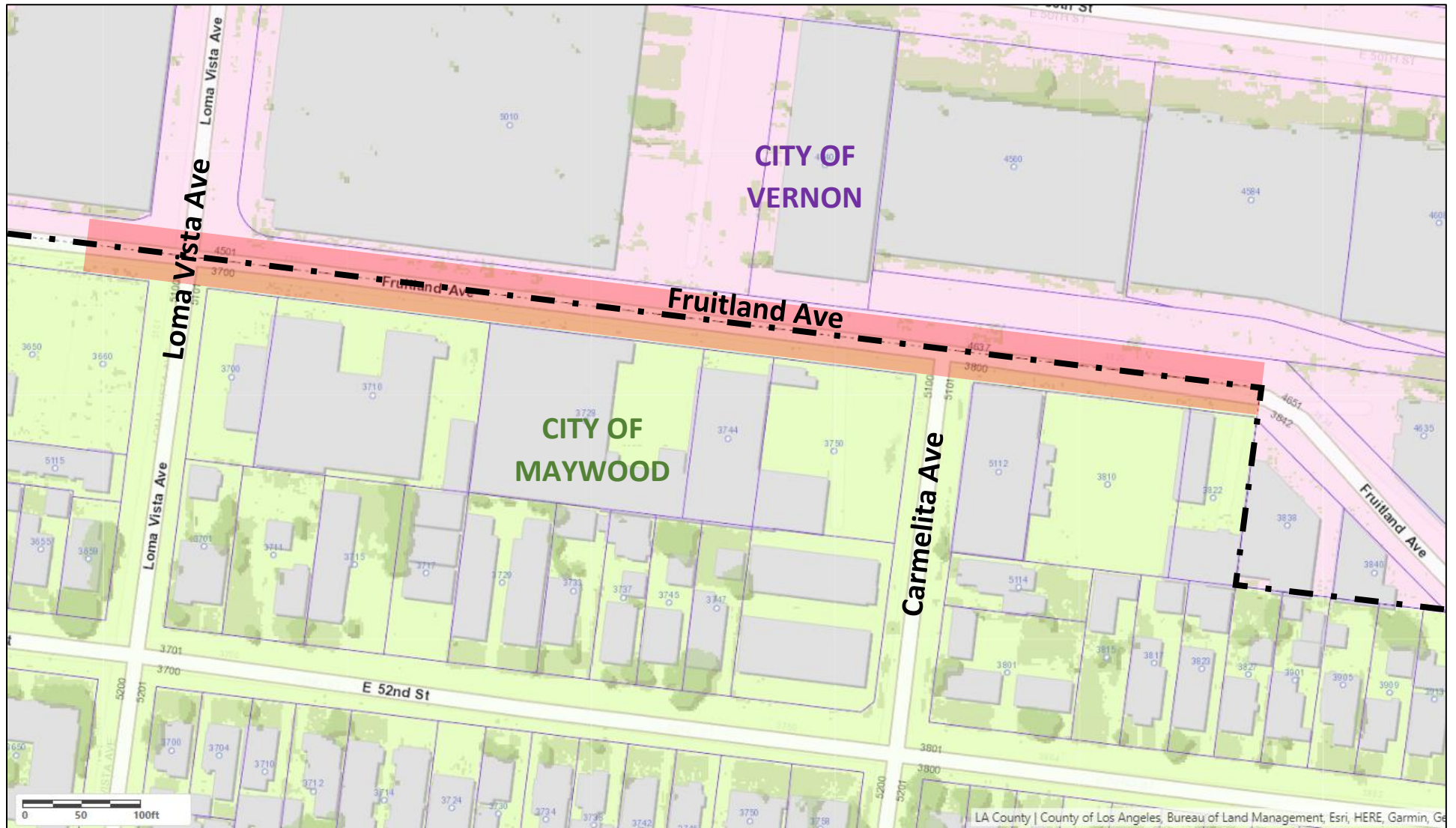

Andrea Aguilar, City Clerk

Exhibit A-1



LEGEND 

 Proposed Underground Utilities District No. 22-1

Exhibit A-2



LEGEND 

 Proposed Underground Utilities District No. 22-1

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 16.

DATE: December 14, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: APPOINTMENT TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT (GLACVCD) BOARD OF TRUSTEES FOR TWO-YEAR OR FOUR-YEAR TERM AT THE DISCRETION OF THE CITY COUNCIL

RECOMMENDATION:

It is recommended that the City Council appoint a member to the Greater Los Angeles County Vector Control District Board of Trustees for a two or four-year term.

BACKGROUND:

Councilmember Jessica Torres is the current City Council's appointee.

The Greater Los Angeles Vector Control District (GLACVCD) is a California government and public health service agency formed under the authority of the CA State Health and Safety Code. The term vector is a name for a living organism that transmits an infectious agent from an infected animal to a human or another animal. The Vector Control District monitors environmental conditions that can increase risks of vector-borne disease. GLACVCD services more than 6 million residents in 36 cities of Los Angeles County in a 1,340 square mile area, making it the largest district in Los Angeles County. Their mission is to reduce populations of public health vectors below nuisance levels, prevent human infection associated with mosquito-transmitted diseases, and prevent the loss of property values and commercial enterprise as the result of vector occurrence and activity. The Vector Control District is governed by a Board of Trustees consisting of 36 members. One trustee is appointed by each of the 35 cities and one member is appointed by the County Board of Supervisors to represent unincorporated areas of Los Angeles County.

DISCUSSION:

In December 2020, the City Council appointed Councilwoman Jessica Torres to represent the City of Maywood as a Member of the Board of Trustees of the Greater Los Angeles Vector Control District (GLACVCD) for a two-year term. This term will expire on January 2, 2023. The Board Member's duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel.

The Trustees serve a minimum of two or four-year terms without compensation but do receive an in-lieu travel stipend of \$100 for attending each regularly scheduled board meeting. In compliance with Regulation 18702.5 of the Fair Political Practices Commission (FPPC) the current Form 806 reflecting this in-lieu travel stipend and other stipends provided by other Boards is available on the City's website. Following this appointment, the City will update its Form 806 and post it on the City's website. The board meetings are held on the second Thursday of each month at 7:00 p.m. and are open to the public.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENT(S)

1. Letter from GLACVCD regarding the appointment of a representative

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email: info@GLAmosquito.org Website: www.GLAmosquito.org

PRESIDENT

Emily Holman, Long Beach

VICE PRESIDENT

Scott T. Kwong, San Marino

SECRETARY-TREASURER

Marilyn Sanabria, Huntington Park

GENERAL MANAGER

Susanne Klueh

September 28, 2022

ARTESIA

Melissa Ramoso

BELL

Ali Saleh

BELL GARDENS

Pedro Aceituno

BELLFLOWER

Sonny R. Santa Ines

BURBANK

Dr. Jeff D. Wassem

CARSON

Jim Dear

CERRITOS

Mark W. Bollman

COMMERCE

Leonard Mendoza

CUDAHY

Barú Sánchez

DIAMOND BAR

Ruth M. Low

DOWNEY

Robert Kiefer

GARDENA

Paulette C. Francis

GLENDAL

Vrej Agajanian

HAWAIIAN GARDENS

Luis Roa

LA CAÑADA FLINTRIDGE

Leonard Pieroni

LA HABRA HEIGHTS

Catherine Houwen

LAKEWOOD

Steve Croft

LA MIRADA

John Lewis

LOS ANGELES CITY

Steven Appleton

LOS ANGELES COUNTY

Steven A. Goldsworthy

LYNWOOD

Jorge Casanova

MAYWOOD

Jessica Torres

MONTEBELLO

Avik Cordeiro

NORWALK

Ana Valencia

PARAMOUNT

Isabel Aguayo

PICO RIVERA

Raul Elias

SAN FERNANDO

Jesse H. Avila

SANTA CLARITA

Heidi Heinrich

SANTA FE SPRINGS

Joe Angel Zamora

SIGNAL HILL

Robert D. Copeland

SOUTH EL MONTE

Hector Delgado

SOUTH GATE

Denise Diaz

VERNON

Leticia Lopez

WHITTIER

Jessica Martinez

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

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County
Vector Control District Board of Trustees

Dear Ms. Vasquez:

This correspondence is to inform you that the term of office for Trustee Jessica Torres as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 2, 2023.** Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Torres or appointing a new trustee for a **2 or 4 year term** of office, commencing at noon on the first Monday of January (i.e. January 2, 2023). **Please note, per the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4 year term commencing on January 2, 2023, and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the District's general board meetings held monthly on the 2nd Thursday of the month. Pursuant to California Government Code Section 1770(g), the

Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 2, 2023, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Mary-Joy Coburn, Director of Communications at 562-944-9656 ext. 510 or e-mail at mjcoburn@GLAmosquito.org.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Kluh".

Susanne Kluh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC
cc: Jessica Torres, Trustee
Andrea Aguilar, City Clerk

SHSC

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)