



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

WEDNESDAY, JANUARY 25, 2023 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
Frank Garcia

CITY CLERK
Andrea Aguilar

MAYOR PRO TEM
Mayra Aguiluz

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Jessica Torres
Eduardo De La Riva
Heber Marquez

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/81318678330?pwd=cjhkMHBLZWdIVDZFWiY1cXNGWmRPdz09>
Passcode: 507719

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: 813 1867 8330 Passcode: 507719

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. PRESENTATIONS

GATEWAY CITIES COUNCIL OF GOVERNMENTS PRESENTS MAYWOOD WITH THE 2022
GATEWAY CITIES ENERGY ACTION GOLD AWARD

RECOGNITION OF RAJAS CON CREMA RESTAURANT BEING ON YELP'S TOP 100 PLACES TO EAT
IN LA.

VII. PUBLIC HEARING

1. A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2023-2024 AND ADOPTION OF RESOLUTION NO. 6281 APPROVING THE FISCAL YEAR 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

VIII. CONSENT CALENDAR

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

2. MINUTES OF JANUARY 11, 2023 CITY COUNCIL MEETING
3. RESOLUTION NO. 6282 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 - DECEMBER 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. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES AT CITY FACILITIES/PARKS FOR YEARS 2023-2026 STARTING IN MARCH WITH AN OPTION FOR TWO ADDITIONAL ONE-YEAR EXTENSION PERIODS.
7. CONSIDERATION OF RESOLUTION NO. 6283 APPROVING A WAGE AND BENEFIT PACKAGE FOR CITY NON-REPRESENTED EXEMPT EMPLOYEES
8. CONSIDERATION OF RESOLUTION NO. 6284 APPROVING THE CITY'S UPDATED COMPREHENSIVE PAY SCHEDULE FOR ALL FULL-TIME EMPLOYEES, PART-TIME EMPLOYEES, AND ELECTED OFFICIALS IN ACCORDANCE WITH CALPERS GUIDELINES
9. RECEIVE AND FILE AUDIT OF THE FINANCIAL STATEMENTS OF PROPOSITION A LOCAL RETURN FUND, PROPOSITION C, LOCAL RETURN FUND, MEASURE R LOCAL RETURN FUND, MEASURE M LOCAL RETURN FUND AND TRANSPORTATION

DEVELOPMENT ACT ARTICLE 3 FUND OF THE CITY OF MAYWOOD CONDUCTED BY
VASQUEZ + COMPANY LLP ON BEHALF OF THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY (METRO).

IX. DISCUSSION/ACTION ITEMS

10. CONSIDERATION OF APPROVING A HOME SAFETY PROGRAM THAT GIVES INCENTIVES TO RESIDENTS WHO HOST A NEIGHBORHOOD WATCH MEETING AND ALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) TO FUND THE PROPOSED PROGRAM.
11. CONSIDERATION OF RESOLUTION NO. 6285 - SETTING THE DAY AND TIME FOR REGULAR MEETINGS OF THE CITY COUNCIL INCLUDING CLOSED SESSIONS WHEN NECESSARY

X. CLOSED SESSION

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

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

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, February 8, 2023 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 1.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: A PUBLIC HEARING FOR THE PROPOSED USES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2023-2024 AND ADOPTION OF RESOLUTION NO. 6281 APPROVING THE FISCAL YEAR 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

RECOMMENDATION:

Staff recommends that the City Council, after holding a public hearing, adopt Resolution No. 6281 approving the FY 2023-2024 Community Development Block Grant (CDBG) program budget.

BACKGROUND:

Each program year, the City receives an annual Community Development Block Grant (CDBG) allocation from the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA). The CDBG allocation from the LACDA for Fiscal Year (FY) 2023-2024 will form part of the City's Overall Budget in Fund 243 entitled CDBG.

It is estimated that the City's allocated funding will be \$356,826. As a CDBG Subrecipient of the LACDA, the City of Maywood must submit a *CDBG Program Planning Summary* describing the proposed programs and funding allocations for FY 2023-2024 by February 1, 2023. The intended use of this funding is for various community development programs and projects to benefit low- and moderate-income persons.

DISCUSSION:

The CDBG Program seeks to ensure that the needs and resources of the community are included in a comprehensive planning effort to revitalize distressed neighborhoods and help low- and moderate-income residents. Currently, CDBG funds are used to fund a portion of the Graffiti Removal Program, Code Enforcement activities, and the Sidewalk Rehabilitation Project. HUD encourages and requires that the City involve the general public in the development of the City's CDBG Program. Accordingly, this public hearing was noticed through the attached public hearing notice, pursuant to HUD and LACDA requirements, and complies with citizen participation regulations.

The public hearing is a part of HUD's public participation process and is one of the primary vehicles for community involvement in the City's CDBG planning process.

PROPOSED FY 2023-2024 CDBG PROGRAM DESCRIPTIONS

Graffiti Removal Program:

The Graffiti Removal program provides for the removal of graffiti from public areas and private property where graffiti is visible from the public right-of-way. CDBG funds pay for graffiti removal contractor services. CDBG program regulations identify graffiti abatement as a public service, which is subject to a twenty percent (20%) cap of the annual allocation (20% of \$356,826 = \$71,365). Note that the LACDA increased the public service cap from 15% to 20% for FY 2023-2024. This increase will offset the amount of General Funds used to pay for the balance of the Graffiti Removal Program budget. FY 2023-2024 funding request is \$71,365.

Code Enforcement: Activities

The Code Enforcement program aids in the elimination of substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformance with City zoning and building ordinances, as well as the enforcement of applicable State and County Health codes. Fund 243 CDBG is allocated to support Personal Services (PS) [Salaries and Benefits] of 100% of the Code Enforcement Officer I, 20% of the Director of Building and Planning, 5% of the Senior Accountant, and for Non-Personal Services (NPS) costs associated with program implementation. In addition, CDBG funds are used for project administration, which is up to a maximum of 20% of the project allocation. The allocation for CDBG administration is \$35,000 (20% of \$175,000). FY 2023-2024 funding request is \$175,000.

Sidewalk Rehabilitation Project:

The Sidewalk Rehabilitation Project will provide funding for various repairs to damaged sidewalks, curbs and gutters, driveway approaches, adjacent asphalt pavement, and additional items associated with sidewalk repairs in targeted locations throughout the City. CDBG funds are used for design, engineering, plans and specifications, and construction costs associated with project implementation. The proposed allocation includes funding for CDBG project administration and contract compliance. The FY 2023-2024 funding request is \$110,461.

The cost of project administration, coordination, monitoring, reporting, and contract compliance services are charged on a project-based model which allows the City to pay for costs associated with meeting the regulatory requirements on a per project basis. CDBG funds are used to reimburse the City for personnel and non-personnel costs, including the funding for contract services required for CDBG project administration. The City's CDBG contracted services include the CDBG Program Consultant.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Fiscal Year 2023-2024 funding for the Community Development Block Grant (CDBG) Program is estimated at \$356,826 - Department Code 150 - Community Development Block Grant. Approval of the proposed CDBG funding allocations will be incorporated into the Fiscal Year 2023-2024 City Budget. The CDBG Program does not impact the City's General Fund budget.

F.Y. 22-23 Impact:	Adopted F.Y. Budget:
A - Graffiti Removal Program \$ 71,365	\$411,702
- 20% of \$356,826 Non-Personal Services	
B - Code Enforcement \$175,000	
- \$35,000 Personal Services	
- \$140,000 Non-Personal Services	

C - Sidewalk Rehabilitation Project - Non-Personal Services	\$110,461	
D - Total	\$356,826	
Fund Impacted:	243 - CDBG	Budget adjustment requested: Not applicable
Source of funds: Federal Government (U.S. Department of Housing and Urban Development) CDBG grant pass-through from the Los Angeles County Development Authority (LACDA) to the City of Maywood.		Updated Account Budget: Not applicable
Account Number: 5103 - Employee Salaries - Full-Time; 5201 - CalPERS Retirement Payments (Current Employees); 5202 - CalPERS MEDICAL Insurance (Current Employees); 5220 - City Portion of Medicare Expense; 5240 - City Portion of Worker's Compensation; 5241 - City Portion of Unemployment Insurance; 6115 - Contractual Service.		For fiscal year: 2022-2023

ATTACHMENT(S)

1. FY 2023-2024 CDBG Program Public Hearing Notice

RESOLUTION NO. 6281

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD APPROVING FISCAL YEAR 2023-2024 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM BUDGET**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City will receive a Community Development Block Grant (CDBG) allocation from the Los Angeles County Development Authority in the amount of \$356,826 in FY 2023-2024 CDBG funds; and

WHEREAS, staff has prepared and presented the proposed FY 2023-2024 CDBG program budget to the City Council for their review and said budget is attached hereto as Exhibit "A".

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

SECTION 1. The Maywood City Council hereby approves CDBG program budget as set forth in Exhibit A and instructs staff to submit the CDBG Program Planning Summary for approval to the Los Angeles County Development Authority.

SECTION 2. The City Manager is authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the CDBG Program.

SECTION 3. The City Manager is authorized to adjust the program budget as necessary to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and any amounts remaining unspent at the close of the fiscal year.

PASSED, APPROVED AND ADOPTED THIS 25th day of January, 2023.

Frank Garcia, 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. 6281 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 25th day of January, 2023 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Andrea Aguilar, City Clerk



CITY OF MAYWOOD NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Maywood will conduct a Public Hearing, at which time you may be heard, concerning the below-stated action. The Public Hearing will be held on Wednesday, January 25, 2023, at 7:00 p.m.; see below for participation options.

FISCAL YEAR (FY) 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Maywood will receive an estimated \$356,826 in Community Development Block Grant (CDBG) funds based on the current year allocation as a participant in the FY 2023-2024 Los Angeles Urban County CDBG program. These funds will be available to the City on July 1, 2023.

The funds may be used for a variety of community development activities such as residential and commercial property rehabilitation, graffiti removal, land acquisition, public service activities, public works improvements, economic development activities, and planning and administration of the CDBG programs. All programs will be implemented to provide primary benefit to low- and moderate-income residents of the City.

PROPOSED FY 2023-2024 CDBG PROGRAM DESCRIPTIONS

Graffiti Removal Program – CDBG Project Number 601410-23
Proposed Allocation: \$71,365

The Graffiti Removal program provides for the removal of graffiti from public areas and private property where graffiti is visible from the public right-of-way. CDBG funds pay for graffiti removal contractor services.

Code Enforcement – CDBG Project Number 600791-23
Proposed Allocation: \$175,000

The Code Enforcement program aids in the elimination of substandard housing, removal of blighted conditions, promoting property maintenance, and ensuring conformance with City zoning and building ordinances, as well as State and County Health codes. CDBG funds pay for City staff and for non-personnel costs associated with program implementation.

Sidewalk Rehabilitation Project – CDBG Project Number To Be Assigned
Proposed Allocation: \$110,461

The Sidewalk Rehabilitation Project will provide funding for various repairs to damaged sidewalks, curbs and gutters, driveway approaches, adjacent asphalt pavement, and additional items associated with sidewalk repairs in targeted locations throughout the City. CDBG funds are used for design, engineering, plans and specifications, construction, and contract compliance costs associated with project implementation.

Questions regarding the FY 2023-2024 CDBG Program may be directed to City Hall at the following address:

City of Maywood
Attn: Steve Fowler, Director of Building and Planning
4319 E. Slauson Ave.
City of Maywood, CA 90270
Email: steve.fowler@cityofmaywood.org

The meeting of the City Council for January 25, 2023 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 by Zoom: Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81318678330?pwd=cjhkMHBLcWdIVDZFWiY1cXNGWmRPdz09>

Passcode: 507719 or By Phone: 1-669-900-6833 Enter Meeting ID: 813 1867 8330 Passcode: 507719

If you want to make a 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.

If you want to submit a public comment 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.

Published: December 29, 2022

Shirley Quinones
Deputy City Clerk



AGENDA **2**
ITEM NO. _____

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

WEDNESDAY, JANUARY 11, 2023 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

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

II. CITY OFFICIALS

MAYOR

Frank Garcia (present)

CITY CLERK

Andrea Aguilar (present)

MAYOR PRO TEM

Mayra Aguiluz (present)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Heber Marquez (present)

Jessica Torres (teleconference)

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 (present)

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: 827 1741 6850 Passcode: 853537 or <https://us02web.zoom.us/j/82717416850?pwd=MDg1UStpVjNacDZYcjZxOVlZRBIMQT09>

Passcode: 853537. Live real-time verbal public comments were made by members of the public in-person or by joining the meeting via the Zoom platform.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes) – None

VI. PRESENTATIONS

SOUTHERN CALIFORNIA EDISON ELECTRICAL VAULT REPLACEMENT
(ATLANTIC/SLAUSON) PROJECT UPDATE

Adrian Garcia and Jessica Rubio from Southern California Edison gave an update on the Southern California Edison Vault Replacement (Atlantic/Slauson) Project.

2022 HOLIDAY HOME DECORATING COMPETITION

Mayor Garcia recognized the winners of the Maywood's 2022 Holiday Home Decorating Contest; First Place Winner, Marisela Moreno, Second Place Winner, Ruth Diaz de Leon and Third Place Winner, Elba Mendoza.

SHERIFF'S PUBLIC SAFETY UPDATE

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

VII. PUBLIC HEARING - None

VIII. CONSENT CALENDAR

1. MINUTES OF DECEMBER 14, 2022 CITY COUNCIL MEETING

Motion to approve the Minutes of December 14, 2022 City Council Meeting by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

2. RESOLUTION NO. 6279 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 12/07/2022 through 01/04/2023, net payrolls dated 11/20/2022 through 12/03/2022 and adopt Resolution No. 6279 approving Warrants for Payment by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

3. REVENUE REPORT JULY - NOVEMBER 2022

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

4. RECEIVE AND FILE ADOPTED FISCAL YEAR 2022/2023 OPERATING AND CAPITAL BUDGET BOOK FOR THE CITY OF MAYWOOD, CALIFORNIA

Motion to receive and file the Budget book for the fiscal year 2022-2023 adopted operating and capital budget by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

5. CONSIDERATION OF RESOLUTION NO. 6280 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024.

Motion to (1) Receive and file the Recognized Obligation Payment Schedule (ROPS) of the Successor Agency of the Former Redevelopment Agency (RDA) of the City of Maywood for the period July 1, 2023 through June 30, 2024; and (2) Authorize Successor Agency staff to provide any additional requested information to the Los Angeles County Auditor-Controller and/or California Department of Finance to substantiate the information contained in the ROPS and effectuate said schedule; and (3) Adopt Resolution No. 6280 a Resolution of the Successor Agency for the former Redevelopment Agency of the City of Maywood Redevelopment Agency Approving the Recognized Obligation Payment Schedule and Administrative Budget for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) Pursuant to Health and Safety Code Section 34177 and Approving the Proposed Administrative Budgets for the Six-Month Fiscal Periods from July 1, 2023 through December 31, 2023 and from January 1, 2024 through June 30, 2024, and taking certain related actions by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

6. 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 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) by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

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

Motion to adopt Ordinance No. 22-03, "An Uncodified Ordinance Repealing Ordinance No. 16-01 regarding the date and time of Regular City Council Meetings" by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

8. CONSIDERATION OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH FRANCISCO & ASSOCIATES, INC., FOR SERVICES RELATED TO THE STREET LIGHTING ASSESSMENT DISTRICT AND SEWER SERVICE CHARGE ASSESSMENT, AND FOR TRANSITIONING TO THE LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE DISTRICT, IN A NOT TO EXCEED AMOUNT OF \$45,536.75 AND EXTENDING THE TERM OF THE AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY AND APPROVE A BUDGET AMENDMENT TO THE SEWER ENTERPRISE FUND IN AN AMOUNT OF \$27,536.75

Motion to (1) Approve Amendment No. 3 to the Professional Services Agreement with Francisco & Associates, Inc., for Street Lighting Assessment District, Sewer Service Charge Assessment, and Transition to the Los Angeles County Consolidated Sewer Maintenance District Services for a not-to-exceed amount of \$45,536.75 and extending term in a form approved by the City Attorney and; (2) Approve a budget amendment for the Sewer Enterprise Fund in the amount of \$27,536.75 by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

9. ACCEPTANCE OF RIVERFRONT PARK FITNESS COURT PROJECT - PROJECT NO.6303

Motion to (1) Accept project completion for the Riverfront Park Fitness Court Project as performed by R.E. Schultz Construction, Inc., for a total amount of \$114,660.39; (2) Authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and (3) Authorize the City Manager to release a retention payment of \$5,733.02 to R.E. Schultz Construction, Inc. within 35 days following the recordation of the Notice of Completion by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

10. CONSIDERATION OF AN EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL AND HIGHWAY INFRASTRUCTURE PROGRAMS FUNDS BETWEEN THE CITY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Motion to approve the Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and Highway Infrastructure Programs Funds with Los Angeles County Metropolitan Transportation Authority (Metro) and authorize the City Manager to execute the Agreement in a form approved by the City Attorney and furthermore, authorize the City Manager to execute any

amendment to the Agreement if deemed necessary by Mayor Garcia. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

IX. DISCUSSION/ACTION ITEMS

11. DISCUSSION OF CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCY BOARDS AND COMMITTEES

Motion to approve the changes to the City Council Appointment to outside agency boards and committees as recently discussed by De La Riva. Second by Marquez. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM EAST YARD COMMUNITIES FOR ENVIRONMENTAL JUSTICE (EYCEJ) IN THE AMOUNT OF \$10,000.

Motion to approve the Community Benefit Fund Application from East Yard communities for Environmental Justice (EYCEJ) in the amount of \$10,000 by Mayor Garcia. Second by Marquez. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

13. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR CHRON MAYWOOD, LLC.

Motion to approve the application for a commercial cannabis microbusiness license renewal for Chron Maywood (Chron), LLC, located at 5415 Maywood Avenue, for a one-year term expiring on December 8, 2023, and authorize the Director of Building and Planning to notify the applicant in writing of the City Council's decision and include a requirement that the cameras be fully operational to the satisfaction of the Director of Building and Planning prior to the opening of the business by Marquez. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

X. CLOSED SESSION

Conference with Real Property Negotiators, Government Code Section 54956.8; 5102 District Avenue and 5110 District Avenue (Successor Agency to former Maywood Community Development Commission); City of Maywood Negotiator: Jennifer Vasquez, City Manager and Steve Fowler, Director of Building and Planning; Negotiating Party: Cesar Chavez Foundation; Under Negotiation: Price and Terms of Payment. ***Council Member Torres recused herself from participation due to her residence is in close proximity to the property. No Reportable Action***

Conference with Labor Negotiator – California Government Code Section 54957.6
City Negotiator: City Manager
Unrepresented Employees: Director of Finance, Director of Building and Planning, Human Resources Manager, Part-Time Parking Enforcement Officer, Part-Time Public Works Worker, **No Reportable Action**

Conference with Legal Counsel, Anticipated Litigation, Significant Exposure to Litigation
Pursuant to Government Code Section 54956.9(d)(2): Number of Potential Cases: 1
No Reportable Action

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

The following spoke on Non-Agenda items:

- 1) Imam Malik Tarid
- 2) Jose Mendoza
- 3) Gerardo Mayagoitia

XII. ADJOURNMENT

Meeting adjourned In the Memory of Frank Sepulveda Garcia at approximately 8:56 p.m. to the next meeting of the Maywood City Council, Wednesday, January 25, 2023 at 7:00 p.m.

Frank Garcia, Mayor

ATTEST:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: RESOLUTION NO. 6282 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

Staff recommends that the City Council receive, approve and file the warrant registers, wire transfers dated 01/05/2023 through 01/12/2023, and net payrolls dated 12/18/2022 through 12/31/2022 and adopt Resolution 6282 approving Warrants for Payment.

BACKGROUND:

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

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

Furthermore, Internal Controls are a set of rules, procedures, and practices developed and employed to facilitate the safeguarding of the City's assets, be they liquid (cash or investments) or fixed (infrastructure or equipment), or intangible (credit rating or information).

The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

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

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget. These are listed in ***Exhibit B - Warrant Register Detail 1.25.23***.

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 ***Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH Transactions 1.25.23*** 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 ***Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH Transactions 1.25.23*** 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 Prepays 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 - ***Exhibit B - Warrant Register Detail 1.25.23*** provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Total warrants, transfers, and wires issued (net of any voided payments) during the period of 01/05/2023 through 01/25/203 are \$634,783.70.

F.Y. 22-23 Impact:	\$634,783.70	Current F.Y. Budget:	
A - Accounts Payable Fund Impacted: 100 - General Fund \$ 539,178.89 212 - Gas tax Fund \$ 20,626.83 251 - Street Light Fund \$ 11,084.22 <u>263 - Grants Fund \$ 8,630.00</u> Accounts Payable \$ 569,539.94 B - Wire Transfers/ACH Transactions \$65,243.76 C - Total (A plus B) \$634,783.70		Budget adjustment requested:	Not Applicable
Source of funds:	Various	Updated Account Budget:	Not Applicable
Account Number: Various Personal Services (PS) and Non-Personal Services (NPS) General Ledger Accounts		For fiscal year:	2022/2023

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 1.25.23
2. Exhibit B Warrant Register Detail 1.25.23

RESOLUTION NO. 6282

**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 \$634,783.70 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 25th day of January, 2023.

Frank Garcia, 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. 6282 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 2th day of January, 2023 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, January 25, 2023

Accounts Payable

Amount

Accounts Payable prepaid warrants for payment: Checks No. 090388 - 090396

\$ 41,568.24

Accounts Payable regular warrants for payment: Check No. 090397 - 090424

\$ 527,971.70

Sub-total \$ 569,539.94

Wire Transfers/ACH Transactions

01/05/23 Payroll Pay Period 12/18/2022 - 12/31/2022

\$ 42,888.18

01/12/23 California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - January 2022

\$ 22,355.58

Sub-total \$ 65,243.76

Total Demands \$ 634,783.70

City of Maywood
Detail Warrants for Payment
Warrants No. 090388 to 090424

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090388	P	1/13/2023	AFSCME District Council 36	244.85	AFSCME Member Dues for paycheck 1/5/2023	General Fund - 100
090389	P	1/13/2023	LGP Equipment Rentals	555.69	Replacement Check - Scissor Lift/Equipment Rental	General Fund - 100
090390	P	1/13/2023	Maywood Mutual Water No.1	594.64	3530 E. Slauson Ave 10/18/22 to 12/14/22 3630 E. Slauson Ave 10/18/22 to 12/14/22 3728 E. Slauson Ave. 10/18/22 to 12/14/22 4400 E. Slauson Ave 10/18/22 to 12/14/22 5921 Atlantic Ave. 10/18/22 to 12/14/22 5961 Atlantic Ave 10/18/22 to 12/14/22 6027 Atlantic Ave 10/18/22 to 12/14/22 6135 Atlantic Ave 10/18/22 to 12/14/22	General Fund - 100
090391	P	1/13/2023	Maywood Mutual Water Co. No.2	813.44	3626 E 56th/Pixley Pk 10/20/22 to 12/21/22 4301 E Slauson Ave 10/19/22-12/14/22 4323 E Slauson Ave 10/19/22-12/14/22 5313 Pine Ave 10/20/22 to 12/23/22 5515 Maywood Ave 10/20/22 to 12/21/22 City Hall 10/19/22-12/14/22	General Fund - 100
090392	P	1/13/2023	Tri-City Mutual Water Company	3,396.65	4618 Slauson Ave. 10/26/22-12/16/22 4800 Slauson Ave. 10/26/22-12/15/22 5000 Slauson Ave 12/01/22 to 12/31/22 5316 Atlantic Ave. 10/27/22-12/15/22 5600 Heliotrope Ave. 10/27/22-12/15/22 5950 Walker Ave 12/01/22 to 12/31/22 E. 58th St. 10/26/22-12/15/22	General Fund - 100
090393	P	1/13/2023	Southern California Edison	25,506.27	Acct # 700405141156 Various Locations 12/01/22 to 12/31/22 Acct #700405260081 Everett Ave 12/01/22 to 12/31/22	General Fund - 100 Gas Tax Fund - 212 Street Lighting Fund - 251

City of Maywood
Detail Warrants for Payment
Warrants No. 090388 to 090424

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090394	P	1/13/2023	U.S. Bank Corporate Payment System	7,587.82	Acct 4246044555755283 Cred Crd- 12/15/22 Stmt	General Fund - 100
090395	P	1/13/2023	U.S. Bank Trust National Assoc	2,750.00	Acct # 221984000 Admin Fees in Adv 12/01/22 to 11/30/23	General Fund - 100
090396	P	1/13/2023	Vernon City of	118.88	Acct #413 E Slauson/Downey Ave 10/20/22 to 11/17/22 Acct #414 Slauson/Downey 10/25/22 to 11/22/22	General Fund - 100
090397		1/25/2023	ACC Business	824.22	Internet Services from 11/11/22 to 12/10/22	General Fund - 100
090398		1/25/2023	Amazon Capital Services	263.71	Council Office Supplies Office Supplies	General Fund - 100
090399		1/25/2023	Active Universal Capital LLC	6,618.24	Crossing Guard Serv Maywood Elementary Dec 2022 Crossing Guard Service-December 2022	Gas Tax Fund - 212
090400		1/25/2023	Archive Social	2,388.00	Social Media Archiving Subscription Jan 2023- Jan 2024	General Fund - 100
090401		1/25/2023	AT&T	26.65	Emergency Elevator Phone Service - 12/01/22 - 12/31/22	General Fund - 100
090402		1/25/2023	Brinks Inc.	237.61	Additional Cash Handaling 12/1/22-12/31/22 Cash handiling Service 1/1/2023-1/31/2023	General Fund - 100
090403		1/25/2023	Burke, Williams & Sorensen, LLP	3,814.50	Legal Services- November 2022	General Fund - 100
090404		1/25/2023	California Consulting Inc.	3,500.00	Grant Writing Services Consulting- January 2023	General Fund - 100
090405		1/25/2023	Charter Communications Holdings, LLC	631.85	Internet and Phone Service - January 2023	General Fund - 100
090406		1/25/2023	Occupational Health Centers of CA	197.00	Pre-Employment Physical - L Maria Preemployment Physical - R Alejandro	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090388 to 090424

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090407		1/25/2023	County of L.A. Dept. of Animal Control	6,702.03	Animal Control for November 2022	General Fund - 100
090408		1/25/2023	Daily Journal Corporation	505.00	Notice of Public Hearing Publication	General Fund - 100
090409		1/25/2023	Environmental Science Associates	8,630.00	Prof Services for Climate In Action/Resilency Plan - Oct 202	Grants Fund - 261
090410		1/25/2023	HDL Coren & Cone	2,421.95	Property Tax Service October-December 2022	General Fund - 100
090411		1/25/2023	HdL Software LLC	17,055.00	New Accts Processed / Renewals Mailed	General Fund - 100
090412		1/25/2023	Quadient Leasing USA Inc.	989.66	Postage Meter Lease 1/22/23 to 4/21/23	General Fund - 100
090413		1/25/2023	MV Cheng & Associates Inc.	6,321.25	Sr Acct/Acct Tech Services for December2022	General Fund - 100
090414		1/25/2023	Phoenix Group Information Systems	14,647.85	November 2022 Citation Collection Processing November 2022 Citation Processing Fee November 2022 Permit Processing Fee	General Fund - 100
090415		1/25/2023	Procure America	1,656.08	Utility Service Review and Analysis - Sept to Oct 2022	General Fund - 100
090416		1/25/2023	QDoxs	118.53	Contract Base Rate Charge 1/1/2023-1/31/2023	General Fund - 100
090417		1/25/2023	R.E. Schultz Construction Inc.	2,515.76	Prog Pmt #3 Riverfront Park Fitness Court	General Fund - 100
090418		1/25/2023	Richards Watson & Gershon	11,069.15	Legal Services - Bell Gardens Thru November 2022	General Fund - 100
090419		1/25/2023	Sanchez Awards	262.39	City Council Supplies- Name plates	General Fund - 100
090420		1/25/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	435,203.01	Public Safety Services - November 2022	General Fund - 100
090421		1/25/2023	Sprint	455.85	Cell Phone Services from 11/24/22 to 12/23/22	General Fund - 100
090422		1/25/2023	Staples Business Advantage	432.82	Office Suplies	General Fund - 100
090423		1/25/2023	Tracepoint LLC.	146.48	Prof Service for Email Compromise - June 2022	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090388 to 090424

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
090424		1/25/2023	Xerox Financial Services	337.11	Xerox Copiers Lease Payments - 11/30/22 to 12/29/22	General Fund - 100
TOTAL				569,539.94		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: REVENUE REPORT JULY - DECEMBER 2022

RECOMMENDATION:

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

BACKGROUND:

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

DISCUSSION:

The attached analysis (see Attachment 1) compares prior Year-to-Date (YTD) and current YTD Revenue. For context, December is the 6th month of Fiscal Year 2022/2023 or 50% of the Fiscal Year.

The total revenue received from July - December 2022 totaled \$8,527,177.78 (bottom of column B), which is 1.69% (see column D - *Current YTD Prior YTD % Difference* in attachment) higher 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 \$3,103,658.77 (see Column entitled *B - Current Fiscal Year to Date Revenue*, the row entitled *General Fund Revenue Totals*), which is .28% (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 this time period were 6.26% lower than the same period due primarily to:

- 1.1) the decrease in Cannabis Sales Tax Revenue by nearly 23%. There appears to be a shakeout in the cannabis industry of the Los Angeles region. There have been closures, consolidations, mergers and acquisitions. It does not

appear that Congress will take up the Safe and Fair Enforcement (SAFE) Banking Act that would permit banks to do business with plant-touching cannabis companies. Because cannabis remains federally illegal, traditional financial institutions will not facilitate cannabis-related transactions and the industry's access to capital is restricted.

- 1.2) the decrease in Sales Tax Revenue by 13.22%. There was a decrease in customer transactions resulting in less sales taxes collected than the same period in 2021.
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 39.83% greater than the same period due in part to the increases in the collection of Public Works Permit Fees and Building Permits respectively. The City's Residential & Building Permits are nearly 48% higher and 4305 - Public Works Permit Fees are 87% higher than the same period in 2021. The City is monitoring 4205 - Business License Tax that is down 50% from the same period in 2021.
 3. **Charges for Services Revenues.** These revenues were 4.15% 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 4704 - Plan Check Fee revenues by 17.41% more than the same period last Fiscal Year. Plan Check is a review of plans, drawings and documents by the City for compliance with the building codes. An accurate and detailed set of plans, specifications and supporting documents is required for construction projects and is reflected in the City.
 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. 4404 - Southeast Municipal Court (SEMC) - Court Collections for the Department of Motor Vehicles (DMV) violations were nearly 79% higher and 4403 - Citations - Administrative were 85% higher than in the same period of the prior Fiscal Year.
 5. **Leases and Concessions Revenues.** These revenues are derived from rent or lease or payment for the use of the City's property. These revenues were 2.06% 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 113.16% higher than the same period during the prior Fiscal Year primarily due to 4803 - Interest Income being conservatively estimated for the FY 2022-2023 venue budget.
 7. **Retiree Pension Levy Revenues.** These revenues are part of 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 \$5,423,519.01, which is 2.86% 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:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July - December 2022 - City of Maywood FY2022-2023

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2022-23	F - % of FY 2022-2023 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
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.					
Taxes:						
Franchise & Collectors Fee	\$88,134.92	\$97,158.58	\$9,023.66	10.24%	\$358,952.00	27.07%
Property Taxes	\$128,136.72	\$136,990.98	\$8,854.26	6.91%	\$714,301.00	19.18%
4211 - Utility Users Tax	\$483,588.16	\$606,642.69	\$123,054.53	25.45%	\$1,102,415.00	55.03%
4206 - Real Estate Transfer Tax	\$8,007.45	\$11,169.15	\$3,161.70	39.48%	\$28,465.00	39.24%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$30,547.64	\$31,197.60	\$649.96	2.13%	\$68,097.00	45.81%
4212 - Cannabis Sales Tax	\$772,871.57	\$598,279.89	(\$174,591.68)	-22.59%	\$1,980,241.00	30.21%
4201 - Sales and Use Tax Revenue	\$932,179.70	\$808,985.09	(\$123,194.61)	-13.22%	\$2,200,048.00	36.77%
Taxes Totals	\$2,443,466.16	\$2,290,423.98	(\$153,042.18)	-6.26%	\$6,452,519.00	35.50%
GENERAL FUND	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.					
Licenses & Permits:						
4301 - Compliance Program Fee	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
Residential & Building Permits	\$7,349.82	\$10,873.00	\$3,523.18	47.94%	\$13,261.00	81.99%
4305 - Public Works Permit Fees	\$75,500.50	\$141,205.00	\$65,704.50	87.03%	\$160,000.00	88.25%
Other Fees & Permits	\$9,475.38	\$8,657.20	(\$818.18)	-8.63%	\$26,246.00	32.98%
4320 - Occupancy Permits	\$8,959.70	\$2,390.40	(\$6,569.30)	-73.32%	\$15,000.00	15.94%
4313 - Building Permits	\$23,968.16	\$46,630.08	\$22,661.92	94.55%	\$72,000.00	64.76%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$80,000.00	0.00%
4307 - Commercial Cannabis Renewal Fees	\$0.00	\$14,850.00	\$14,850.00	0.00%	\$0.00	0.00%
4322 - Parking Permits	\$45,288.90	\$43,217.00	(\$2,071.90)	-4.57%	\$60,000.00	72.03%
4311 - Apartment License	\$281.25	\$118.00	(\$163.25)	-58.04%	\$2,500.00	4.72%
4205 - Business License Tax	\$32,280.64	\$16,052.69	(\$16,227.95)	-50.27%	\$250,324.00	6.41%
4107 - Motor Vehicle License Fee (VLF) in lieu Property Tax Payment	\$0.00	\$0.00	\$0.00	0.00%	\$3,300,000.00	0.00%
Licenses and Permits Totals	\$203,104.35	\$283,993.37	\$80,889.02	39.83%	\$3,979,331.00	7.14%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2022-23	F - % of FY 2022-2023 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
GENERAL FUND						
Charges for Services: CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.						
4701 - Waste Management Assessment	\$2,787.15	\$15.54	(\$2,771.61)	-99.44%	\$7,000.00	0.22%
4704 - Plan Check Fees	\$25,485.63	\$29,923.06	\$4,437.43	17.41%	\$70,000.00	42.75%
4702 - Rents & Concessions	\$11,907.00	\$11,907.00	\$0.00	0.00%	\$26,000.00	45.80%
Charges for Services Totals	\$40,179.78	\$41,845.60	\$1,665.82	4.15%	\$103,000.00	40.63%
GENERAL FUND						
Fines and Forfeitures: FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
4401 - Penalties: Apt & Bus License	\$430.50	\$3,960.60	\$3,530.10	820.00%	\$0.00	0.00%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$41,085.46	\$73,503.76	\$32,418.30	78.90%	\$0.00	0.00%
4403 - Citations: Administrative	\$2,000.00	\$3,700.00	\$1,700.00	85.00%	\$85,000.00	4.35%
4402 - Citations: Parking	\$136,361.66	\$130,983.14	(\$5,378.52)	-3.94%	\$410,000.00	31.95%
Fines and Forfeitures Totals	\$179,877.62	\$212,147.50	\$32,269.88	17.94%	\$495,000.00	42.86%
GENERAL FUND						
Leases and Concessions: LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
4501 - Leased Property Rental Income	\$23,893.90	\$24,386.72	\$492.82	2.06%	\$50,000.00	48.77%
Leases and Concessions Totals	\$23,893.90	\$24,386.72	\$492.82	2.06%	\$50,000.00	48.77%
GENERAL FUND						
Miscellaneous: MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
4817 - Good Corporate Citizen Program	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
4803 - Interest Income	\$3,370.74	\$37,131.31	\$33,760.57	1001.58%	\$0.00	0.00%
4809 - Miscellaneous Revenue	\$25,775.47	\$24,997.30	(\$778.17)	-3.02%	\$33,500.00	74.62%
4605 - CARES Act Reimbursement	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
4804 -Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	0.00%
Miscellaneous Revenue Totals	\$29,146.21	\$62,128.61	\$32,982.40	113.16%	\$34,700.00	179.04%
GENERAL FUND						
Retiree Pension Levy: RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
4830 - Retiree Pension Levy	\$192,764.77	\$188,732.99	(\$4,031.78)	-2.09%	\$1,208,812.00	15.61%
Retiree Pension Levy Totals	\$192,764.77	\$188,732.99	(\$4,031.78)	-2.09%	\$1,208,812.00	15.61%
General Fund Revenue Totals	\$3,112,432.79	\$3,103,658.77	(\$8,774.02)	-0.28%	\$12,323,362.00	25.19%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2022-23	F - % of FY 2022-2023 YTD Revenue Received
			(B minus A)	(B divided by A minus 1)		(B divided by F)
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.					
212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	\$352,051.51	\$284,784.59	(\$67,266.92)	-19.11%	\$625,200.00	45.55%
214 - Transportation Development Act (TDA) Bikeway	\$0.00	\$0.00	\$0.00	0.00%	\$192,000.00	0.00%
221 - Proposition A Transit Fund	\$345,836.61	\$372,369.24	\$26,532.63	7.67%	\$651,000.00	57.20%
222 - Proposition C Transit Fund	\$286,866.30	\$311,048.84	\$24,182.54	8.43%	\$750,000.00	41.47%
224 - Measure R Transit Fund	\$215,170.26	\$231,577.90	\$16,407.64	7.63%	\$1,184,960.00	19.54%
225 - Measure M Transit Fund	\$243,301.51	\$262,000.16	\$18,698.65	7.69%	\$1,250,000.00	20.96%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$189,047.15	\$185,110.43	(\$3,936.72)	-2.08%	\$528,284.00	35.04%
243 - Community Development Block Grant (CDBG)	\$83,898.00	\$33,188.00	(\$50,710.00)	-60.44%	\$391,053.00	8.49%
223 - Air Quality Management District (AQMD) Fund	\$9,091.68	\$8,329.30	(\$762.38)	-8.39%	\$36,375.00	22.90%
232 - Supplemental Law Enforcement Services Fund (SLESF) Grant	\$134,292.45	\$146,529.22	\$12,236.77	9.11%	\$155,000.00	94.53%
272 - Measure A Parks Fund	\$0.00	\$0.00	\$0.00	0.00%	\$651,000.00	0.00%
251 - Street Lighting Fund	\$71,045.10	\$69,722.87	(\$1,322.23)	-1.86%	\$308,000.00	22.64%
611 - Redevelopment "Successor" Agency Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
412 - Sewer Enterprise Fund	\$116,038.54	\$115,569.87	(\$468.67)	-0.40%	\$301,614.00	38.32%
261 - Federal / State / County Grants	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
273 - Local Fiscal Recovery Fund	\$3,226,257.00	\$3,226,257.00	\$0.00	0.00%	\$0.00	0.00%
280 - Measure W Safe Clean Water Program Fund	\$0.00	\$177,031.59	\$177,031.59	0.00%	\$171,818.00	103.03%
Special Revenue Totals	\$5,272,896.11	\$5,423,519.01	\$150,622.90	2.86%	\$7,196,304.00	75.37%
Total Revenues	\$8,385,328.90	\$8,527,177.78	\$141,848.88	1.69%	\$19,519,666.00	43.69%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: January 25, 2023

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 January 11, 2023, 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 continues to experience high levels of circulating respiratory viruses this winter, including the flu and respiratory syncytial virus, both of which can cause serious illness, hospitalizations, and death according to the health department. This is in addition to the new strains of COVID-19, including BQ.1 and BQ.1.1, sublineages of BA.5. Post the New Year's holiday, Los Angeles County health officials are urging workers and students to wear masks in indoor public settings for at least 10 days once they return to work and school. Masking remains recommended but not required in indoor public settings. California workplace safety rules, however, require workers to mask if they have been in close contact with an infected person for 10 days after the exposure. County Health officials continue to encourage residents to get their booster shot to fend off transmission as well as get a flu shot.

The cases for the last two weeks have remained steady and the Department of Public Health reported collectively 3,217 new cases from January 14th through January 17th. For the week ending January 12th, LA County Public Health reported the highest number of deaths at this point in the season and stated that this underscores the continued deadly risks of COVID-19. 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: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES AT CITY FACILITIES/PARKS FOR YEARS 2023-2026 STARTING IN MARCH WITH AN OPTION FOR TWO ADDITIONAL ONE-YEAR EXTENSION PERIODS.

RECOMMENDATION:

Staff recommends that the City Council authorize the issuance of a Request For Proposal (RFP) for Janitorial Services at city facilities/parks for years 2023-2026 starting in March with an option for two additional one-year extension periods.

BACKGROUND:

The City is currently utilizing Expert Building Maintenance for Citywide Janitorial Services. This includes cleaning at City Hall and the Sheriff's Sub-Station five days a week and janitorial services at the City's parks. Park services include opening and closing of gates, trash disposal, and restroom cleaning.

DISCUSSION:

Staff is proposing to issue an RFP for citywide janitorial cleaning services covering the end of March 2023 through March 2026. The term of the contract may be extended upon request and approval by the City on an annual basis for an additional two (2) years until March 2028.

The procurement schedule is as follows:

- a. 01/25/2023: Release of Requests for Proposals
- b. 02/17/2023: Proposal Due Date
- c. 02/24/2023: Proposal Review/Evaluation
- d. 03/22/2023: Award of Contract (City Council Action)

LEGAL REVIEW:

The City Attorney has reviewed the report.

FISCAL IMPACT:

There issuance of this RFP for citywide janitorial cleaning services has no fiscal impact on Fund 01 - General Fund.

ATTACHMENT(S)

1. Request for Proposals for Janitorial Services



City of Maywood
Request for Proposals
for
Janitorial Services

Date of Issuance: January 25, 2023

RESPONSES MUST BE RECEIVED NO LATER THAN
3:00pm, February 17, 2023

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

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to Provide Janitorial Services for the City of Maywood. The City wishes to obtain janitorial services for all City facilities mentioned under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

II. BACKGROUND

The City of Maywood is a General Law City, with a Council/Manager form of government.

The City of Maywood in the year 2020 signed a professional agreement with Expert Building Maintenance in the year 2020. The contract with Expert Building Maintenance allowed for janitorial services to be provided for the City's two municipal buildings and five City Parks.

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least ten (10) years of consecutive experience in the janitorial field.
- B. The proposed term of the contract under this RFP shall be for three years with the option to renew for two additional one-year periods at the discretion of the City.
- C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.

IV. SCOPE OF SERVICES

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

The City of Maywood is seeking a contractor qualified to provide janitorial services to all City facilities. The service task shall include but will not be limited to the information shown below. If the contractor believes that additional tasks are warranted, it must be clearly identified in the contractor's proposal as a "suggested task" with a "suggested price" as well. The City will maintain the authority to accept or reject the suggested tasks.

1. City Municipal Buildings and Parks –

- a. City Hall – Approximately 12,528 sq ft. (2 floors, 4 restrooms)
- b. Sheriff Sub-Station – Approximately 6,000 (2 floors, 4 restrooms)
- c. Riverfront Park – Approximately 1,000 (2 Restroom facilities)
- d. Maywood Park
- e. Pixley Park
- f. Pine Avenue Park
- g. Benito Juarez Park

2. **Graffiti Reporting** – The contractor shall report graffiti to both the City's Public Works as well as the City's current graffiti removal company. The contractor will call (888) 336-3353 and leave a detailed message of the graffiti as well as report it to Public Works Superintendent.
3. **General Scope** – The contractor shall be required to resolve service concerns and to conduct monthly evaluations to assess the cleaning services at each building. A security review will be required for the contractor's employees accessing, working, or supervising in the City buildings. The contractor shall provide all supervision, labor, equipment, materials, supplies, insurance, and other resources necessary to satisfactorily perform the custodial services, without the use of sub-contractor. This includes all paper, trash liners, cleaning supplies, soap for dispensers, liners for the parks, doggie waste bags and any other supplies that are necessary to complete the services satisfactorily.
4. **Supplies and Equipment** - The City maintains the right to purchase any supplies if contractor does not provide them.
5. **Contractors' Non-compliance** – If the City determines that there are deficiencies in the performance of this contract, the City will inform the contractor and allow time for corrective action. Should the contractor fail to complete deficiency, the City is within its right to contract labor. If this were to occur, the City will deduct from the contractor's monthly payment the cost of said labor.
6. **Additional Work** – The City, at its discretion, reserves the right to direct the contractor to perform additional work when the need for such work arises. The City anticipates more facilities to be added, such as the City Public Works Yard later on this year. The City will inform the contractor of the timeline and duties. Any other additional work can be requested by the City, and an estimate should be provided along with it. All additional work must first be approved by the Director of Building and Planning or the Public Works Superintendent.
7. **Contractors' Liability** – All damages that occurred by the contractor shall be repaired at the contractor's expense.
8. **Safety** - The Contractor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, materials, and chemicals consequential or related to the work; and is solely responsible for complying at all times with all local, County, State Federal or other legal requirements including OSHA Safety Orders, so as to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public, and others from

foreseeable injury to themselves or damage to their property. It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained facilities unsafe. The City shall be notified immediately of any unsafe condition that requires correction. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the premises. The Contractor shall clearly post signs in all entry areas prior to any potentially hazardous situations.

9. **Hours and Schedule** – Hours of general janitorial services shall be between 4:50pm until all work is completed for the day. Janitorial services will clean City Hall and the Sheriff's station five (5) days a week, all work will commence at the Sheriff's and then work their way into City Hall and its Council Chambers. Janitorial staff will be mindful of City Council Meetings and ensure that they clean and inspect before any meetings commence. Janitorial staff will also ensure that they do not interfere with any City Events and assist in cleaning trash receptacles the next day. Janitorial staff will also open and close all City Parks as well as refill and dispose of waste at doggie disposal sites, clean trash receptacles, and report homeless encampments and bulky items to Public Works Superintendent.
 - a. The contractor shall open and close all City Parks:
 - i. **Riverfront Park and Riverfront Park Restroom's- 5000 Slauson Avenue, Maywood, CA. (2 restroom facilities)**
 - ii. **Maywood Park – 4801 E. 58th Street, Maywood, CA.**
 - iii. **Pixley Park – 3626 E. 56th Street, Maywood, CA.**
 - iv. **Benito Juarez Park – 5515 Maywood Avenue, Maywood, CA**
 - v. **Pine Park – 5300 Pixley Park Avenue, Maywood, CA**
 - b. The contractor shall open all park gates at 7am and close them at 8pm; They will open parks seven (7) days a week, 365 days per year.
 - c. Riverfront Park contains two restroom facilities. Riverfront Park restrooms will be opened at 8am and close at 7pm. They will be opened seven (7) days a week, 365 days a year.
 - d. In the event the City installs future restroom facilities, the contractor will also be required to open and close the restroom seven (7) days a week, 365 days a year
 - e. The contractor shall refill and dispose of waste at doggie disposal sites, if the City chooses to add more doggie disposal sites the contractor will also refill and dispose of the waste:
 - i. **Riverfront Park (4):**
 1. At the park entrance on Alamo Ave.

2. At the park entrance on 59th Pl just east of the playground area.
3. At the LA River entrance inside the park.
4. At the park entrance on Walker Ave.

ii. Maywood Park (3):

1. Inside the park just east of the Aquatic Center entrance.
2. At the park entrance on Heliotrope Ave.
3. On the corner of Heliotrope Ave & 58th St.

10. **Contractors Staff** – The contractor shall provide qualified personnel to perform all work in accordance with the specifications of this RFP. At no time will the contractor allow his crew to be diminished in size that it in turns affects work performance. The contractor shall provide the names and quantity of assigned staff to the City for continuous monitoring. The contractor shall provide a background check of all personnel that will fulfill all the contract specifications. They shall also provide staff to respond to any telephone and email inquiries as well as complaints. The City will also provide designated staff to follow up on these inquiries and complaints. The day to day contact shall be the Public Works Superintendent.
11. **Non-interference** – The contractor shall respect the peace and/ quiet areas within which the services are being performed. The contractor shall perform these services with the least obstruction and inconvenience to the public as to not interfere with the facilities.
12. **Daily Regular Cleaning Services-** As shown in Attachment 1. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.
13. **Weekly Regular Cleaning Services** – As shown in Attachment 1. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.
1. **Monthly Regular Cleaning Services** – As shown in Attachment 1. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.
2. **Yearly Regular Cleaning Services** – Vacuum sides of carpet or cloth covered surfaces, including office partitions. Spot shampoo when necessary. Thoroughly clean all window blinds, including blinds to interior offices. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.
3. **As-Needed Cleaning Services** – The City will provide the Contractor a schedule of custodial service on dates and times needed by the City, based on the upcoming event schedules.

4. **Park Restroom Cleaning Services (Daily)**- As shown in Attachment 2. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.
5. **Pricing** - The Contractor shall provide line-item pricing for each of the facilities mentioned herein. Said pricing shall account for all of the required services and frequencies mentioned in the Scope of Services. In addition, the City intends to execute a three (3) year contract with two (2), one (1) year renewal options. The Contractor is responsible for building into their pricing any cost of living and wage increases anticipated during this potential five (5) year period.

V. SCHEDULE

	<u>Deadlines</u>
Release of Requests for Proposals	January 25, 2023
Submittal of Questions	February 1, 2023 by 3:00 pm
Response to Questions	February 3, 2023 by 5:00 pm
Proposal Due Date	February 17, 2023 by 3:00 pm
Proposal Review/Evaluation	Week of February 24, 2023
Optional Interview (if required)	Week of February 27, 2023
Tentative award of contract	March 2023
Tentative City Council award	March 2023
Tentative Start date	March 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 inquires and will be distributed to all interested contractors. To get on the list please email Steve.fowler@cityofmaywood.org or call, (323) 562-5721.

VII. QUESTIONS

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

VIII. SUBMITTAL PROCEDURES

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

All proposal submittals shall be mailed or delivered and received by the City no later than February 17 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) 562-5714. In addition to the submission of the hard copies of the proposal, Respondents shall also submit one electronic copy (searchable PDF format) by the same date and time to Shirley Quinones at 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. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The proposal shall not exceed 50 pages. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address, and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the

Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.

- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
- c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.

2. Table of Contents

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

3. Experience and Qualifications

- a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
- b. Provide a summary of Respondents qualification and experience in the janitorial fiend. At a minimum, Respondent should have at least ten (10) 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.

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. City Hall and Sheriff Sub-Station maintenance attachment
- Attachment 2. Park maintenance attachment
- Attachment 3. Map locations
- Attachment 4. Form Professional Services Agreement

ATTACHMENT 1

City Hall and Sheriff Sub-Station Maintenance Attachment

Attachment 1

I. City Hall and Sheriff Sub-Station		
Cleaning must commence no earlier than 4:50 starting at the Sheriff's Station. Day to day contact should be the Public Works Superintendent.		
Areas to be Cleaned	Service type	Frequency
City Hall		
Entranceway	Broom and mop floors, dust the surrounding area, wipe clean and sanitize all doors, disinfect side railing, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Empty all waste baskets and trash receptacles, including shredders and replace all liners.	5 times a week
Lobby	Broom and mop the floor. Empty all waste baskets, recycling baskets and trash receptacles, including shredders and replace all liners. Wipe clean and sanitize all doors, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Dust the surrounding areas (ex. Counter, blinds), wipe down doors, vacuum, clean plexi glass, sanitize the area as a whole.	5 times a week
Cubicle desk area	Vacuum area and surrounding area and under the mat, mop the plastic mats. Empty all waste baskets, recycling baskets and trash receptacles including shredders and replace all liners. Spot clean partition glass, and interior glass panels. If requested clean the desk, keyboard, monitor, and phone. Sanitize the area as a whole	5 times a week
Offices (8)	Vacuum the whole office area and under the mat, mop the plastic mat. Empty all waste baskets, recycling baskets and trash receptacles, including shredders and replace all liners. If requested clean the desk, keyboard, monitor, and phone, sanitize the area as a whole.	5 times a week
Council Chambers	Broom and mop the floor Empty all waste baskets, recycling baskets and trash receptacles, including shredders and replace all liners. Dust the surrounding areas (ex. Council members desk,), clean the clean plexi glass, sanitize the area as a whole.	5 times a week
Stairwells	Broom and mop the floor, clean the handlebar, clean/ dust the plaque pictures, sanitize the area as a whole.	5 times a week

Conference room	Broom and vacuum the floor, spot clean the conference table, dust the surrounding areas, sanitize the area as a whole.	5 times a week
Kitchenette (Upstairs)	Wipe and clean all tables and chairs, sweep, and mop the floor. Clean the microwave inside and out. Empty all waste baskets, recycling baskets and trash receptacles including shredders and replace all liners. Clean the countertop and sink daily. Clean inside of the refrigerator weekly. Ask staff before cleaning throwing anything away if you are unsure.	5 times a week
Kitchenette (Downstairs)	Wipe and clean all tables and chairs, sweep, and mop the floor. Clean the microwave inside and out. Empty all waste baskets, recycling baskets and trash receptacles including shredders and replace all liners. Clean the countertop and sink daily. Clean inside of the refrigerator weekly. Ask staff before cleaning throwing anything away if you are unsure.	5 times a week
Restrooms (Upstairs) (downstairs)	Empty and wipe out all wastepaper receptacles. Empty sanitary napkin containers and replace insert. Polish all metal and mirrors. Clean and polish all dispensers. Clean and disinfect wash basins, toilet bowls, urinals, and doorknobs. Spot clean walls around wash hand basins. Disinfect underside and tops of toilet seats. Mop restroom floors with germicidal solution. Dust all ledges. Refill soap, towel, tissue containers and seat cover dispensers.	5 times a week
Sheriff Sub-Station		
Entranceway	Broom and mop floors, dust the surrounding area, wipe clean and sanitize all doors, disinfect railing, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Empty all waste baskets and trash receptacles, including shredders and replace all liners.	5 times a week
Cubicle desk area	Vacuum area and surrounding area and under the mat, mop the mats. Empty all waste baskets and trash receptacles, including shredders and replace all liners. Spot clean partition glass, and interior glass panels. If requested clean the desk, keyboard, monitor, and phone. Sanitize the area as a whole.	5 times a week

Gym area	Broom and mop floors, dust the surrounding area, wipe clean and sanitize all doors, disinfect side railing, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Clean the gym mirrors. Clean rubber floor mats once a week. Clean the stairways leading up to the gym.	5 times a week
Offices	Vacuum the whole office area and under the mat, mop the plastic mat. Empty all waste baskets and trash receptacles, including shredders and replace all liners. If requested clean the desk, keyboard, monitor, and phone, sanitize the area as a whole.	5 times a week
Men's locker room	Empty and wipe out all wastepaper receptacles. Empty sanitary napkin containers and replace insert. Polish all metal and mirrors. Clean and polish all dispensers. Clean and disinfect wash basins, toilet bowls, urinals, and doorknobs. Spot clean walls around wash hand basins. Disinfect underside and tops of toilet seats. Clean all shower areas. Mop restroom floors with germicidal solution. Dust all ledges. Refill soap, towel, tissue containers and seat cover dispensers	5 times a week
Women's locker room	Empty and wipe out all wastepaper receptacles. Empty sanitary napkin containers and replace insert. Polish all metal and mirrors. Clean and polish all dispensers. Clean and disinfect wash basins, toilet bowls, urinals, and doorknobs. Spot clean walls around wash hand basins. Disinfect underside and tops of toilet seats. Clean all shower areas. Mop restroom floors with germicidal solution. Dust all ledges. Refill soap, towel, tissue containers and seat cover dispensers	5 times a week
Break Room	Wipe clean all the tables and chairs. Sweep and mop and clean all floors. Clean the microwave inside and out. Clean the sink area and empty all waste baskets and trash receptacles as well as replace the trash liners. Clean all countertops and sink daily. Clean inside of the refrigerator once a week, please ask before anything is thrown out if you are unsure.	5 times a week

City Hall and Sheriff Sub-Station		
Monthly Services	Report any facility damage or damaged items. Turn off all the lights, leave only designated night lights on. Keep janitorial/storage rooms clean, orderly, and safe at all times. Ensure that all doors are properly secured, and any alarms are properly set before leaving the premises. Ensure that no unauthorized personnel are allowed into the building at any time. Clean the stairways.	
Miscellaneous	Perform overhead dusting in all areas, including tops of doors, partitions, and high ledges. Brush all wall and ceiling vents. Clean Police Station.	
Miscellaneous (Everyday)	Clean all door handles/lights every day. Clean windows and window seals. Dust around the area.	

ATTACHMENT 2

Park Maintenance Attachment

Attachment 2

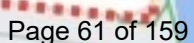
II. Park Maintenance		
City Parks shall have its gates open at 7am and shall close them at 8pm; They will open all five (5) parks seven (7) days a week, 365 days per year. Open Riverfront Park restrooms at 8AM and Close at 7PM; 7 days per week/365 days per year. Day to day contact shall be the Public Works Superintendent		
Parks to be Cleaned	Service type	Frequency
Riverfront Park	Restroom - Stock towels, tissue and hand soap. Empty sanitary napkin receptacles and wipe with disinfectant. Empty trash receptacles and wipe if needed and recycling stations. Clean and polish mirrors and disinfect doorknobs/handles. Wipe towel cabinet covers. Toilets and urinals to be cleaned and sanitized inside and outside. Toilet seats to be cleaned on both sides using disinfectant and polished. Scour and sanitize all basins. Dust partitions, top of mirrors and frames. Remove splash marks from walls around basins. Mop and rinse Restroom floors with disinfectant. Disinfect restroom dividers/partitions 3 times per week. (For Riverfront Park and Maywood Park: Weigh and record the total trash bag weight collected. One total weight per each park to be recorded on a daily weight sheet. Contractor to include a monthly weight sheet with invoice.) Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash. Open Riverfront gate 7am. Close Riverfront gate at 8pm. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard). Doggie Waste Stations (4): Park entrance on Alamo Ave. Park entrance on 59th Pl just east of the	Daily

	playground area. LA River entrance inside the park. Park entrance on Walker Ave.	
Maywood Park	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to the City’s Public Works Yard and any recyclable trash. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard). (For Riverfront Park and Maywood Park: Weigh and record the total trash bag weight collected. One total weight per each park to be recorded on a daily weight sheet. Contractor to include a monthly weight sheet with invoice.) Doggie Waste Stations (3): Inside the park just east of the Aquatic Center entrance. Park entrance on Heliotrope Ave. On the corner of Heliotrope Ave & 58th St.	Daily
Pixley Park	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash . Open Pixley Park gate 7am. Close Pixley Park gate at 8pm. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard).	Daily
Benito Juarez	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash . Open Benito Juarez Park gate 7am. Close Benito Juarez Park gate at 8pm. All trash and recyclable trash receptacles are to be	Daily

	emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard).	
Pine Park	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash. Open Pine Park gate 7am. Close Pine Park gate at 8pm. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard).	Daily

ATTACHMENT 3

Map Locations



ATTACHMENT 4

Professional Service 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 _____ ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform _____.

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

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

The Parties therefore agree as follows:

1. Contractor's Services.

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

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

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

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

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

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

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

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

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subContractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subContractor, its officers, agents, servants,

employees, subContractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subContractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

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

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

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

9. Insurance.

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

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

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

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing

Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

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

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

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

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

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

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

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

Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by

courier service during Contractor's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

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

If to Contractor:

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

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

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

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

right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

SAMPLE

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

City:

City of Maywood,
a California municipal corporation

Contractor:

By: _____
Frank Garcia
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

Attachment 1

I. City Hall and Sheriff Sub-Station		
Cleaning must commence no earlier than 4:50 starting at the Sheriff's Station. Day to day contact should be the Public Works Superintendent.		
Areas to be Cleaned	Service type	Frequency
City Hall		
Entranceway	Broom and mop floors, dust the surrounding area, wipe clean and sanitize all doors, disinfect side railing, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Empty all waste baskets and trash receptacles, including shredders and replace all liners.	5 times a week
Lobby	Broom and mop the floor. Empty all waste baskets, recycling baskets and trash receptacles, including shredders and replace all liners. Wipe clean and sanitize all doors, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Dust the surrounding areas (ex. Counter, blinds), wipe down doors, vacuum, clean plexi glass, sanitize the area as a whole.	5 times a week
Cubicle desk area	Vacuum area and surrounding area and under the mat, mop the plastic mats. Empty all waste baskets, recycling baskets and trash receptacles including shredders and replace all liners. Spot clean partition glass, and interior glass panels. If requested clean the desk, keyboard, monitor, and phone. Sanitize the area as a whole	5 times a week
Offices (8)	Vacuum the whole office area and under the mat, mop the plastic mat. Empty all waste baskets, recycling baskets and trash receptacles, including shredders and replace all liners. If requested clean the desk, keyboard, monitor, and phone, sanitize the area as a whole.	5 times a week
Council Chambers	Broom and mop the floor Empty all waste baskets, recycling baskets and trash receptacles, including shredders and replace all liners. Dust the surrounding areas (ex. Council members desk,), clean the clean plexi glass, sanitize the area as a whole.	5 times a week
Stairwells	Broom and mop the floor, clean the handlebar, clean/ dust the plaque pictures, sanitize the area as a whole.	5 times a week

Conference room	Broom and vacuum the floor, spot clean the conference table, dust the surrounding areas, sanitize the area as a whole.	5 times a week
Kitchenette (Upstairs)	Wipe and clean all tables and chairs, sweep, and mop the floor. Clean the microwave inside and out. Empty all waste baskets, recycling baskets and trash receptacles including shredders and replace all liners. Clean the countertop and sink daily. Clean inside of the refrigerator weekly. Ask staff before cleaning throwing anything away if you are unsure.	5 times a week
Kitchenette (Downstairs)	Wipe and clean all tables and chairs, sweep, and mop the floor. Clean the microwave inside and out. Empty all waste baskets, recycling baskets and trash receptacles including shredders and replace all liners. Clean the countertop and sink daily. Clean inside of the refrigerator weekly. Ask staff before cleaning throwing anything away if you are unsure.	5 times a week
Restrooms (Upstairs) (downstairs)	Empty and wipe out all wastepaper receptacles. Empty sanitary napkin containers and replace insert. Polish all metal and mirrors. Clean and polish all dispensers. Clean and disinfect wash basins, toilet bowls, urinals, and doorknobs. Spot clean walls around wash hand basins. Disinfect underside and tops of toilet seats. Mop restroom floors with germicidal solution. Dust all ledges. Refill soap, towel, tissue containers and seat cover dispensers.	5 times a week
Sheriff Sub-Station		
Entranceway	Broom and mop floors, dust the surrounding area, wipe clean and sanitize all doors, disinfect railing, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Empty all waste baskets and trash receptacles, including shredders and replace all liners.	5 times a week
Cubicle desk area	Vacuum area and surrounding area and under the mat, mop the mats. Empty all waste baskets and trash receptacles, including shredders and replace all liners. Spot clean partition glass, and interior glass panels. If requested clean the desk, keyboard, monitor, and phone. Sanitize the area as a whole.	5 times a week

Gym area	Broom and mop floors, dust the surrounding area, wipe clean and sanitize all doors, disinfect side railing, doorknobs/frames and light switches, spot clean, sanitize the area as a whole. Clean the gym mirrors. Clean rubber floor mats once a week. Clean the stairways leading up to the gym.	5 times a week
Offices	Vacuum the whole office area and under the mat, mop the plastic mat. Empty all waste baskets and trash receptacles, including shredders and replace all liners. If requested clean the desk, keyboard, monitor, and phone, sanitize the area as a whole.	5 times a week
Men's locker room	Empty and wipe out all wastepaper receptacles. Empty sanitary napkin containers and replace insert. Polish all metal and mirrors. Clean and polish all dispensers. Clean and disinfect wash basins, toilet bowls, urinals, and doorknobs. Spot clean walls around wash hand basins. Disinfect underside and tops of toilet seats. Clean all shower areas. Mop restroom floors with germicidal solution. Dust all ledges. Refill soap, towel, tissue containers and seat cover dispensers	5 times a week
Women's locker room	Empty and wipe out all wastepaper receptacles. Empty sanitary napkin containers and replace insert. Polish all metal and mirrors. Clean and polish all dispensers. Clean and disinfect wash basins, toilet bowls, urinals, and doorknobs. Spot clean walls around wash hand basins. Disinfect underside and tops of toilet seats. Clean all shower areas. Mop restroom floors with germicidal solution. Dust all ledges. Refill soap, towel, tissue containers and seat cover dispensers	5 times a week
Break Room	Wipe clean all the tables and chairs. Sweep and mop and clean all floors. Clean the microwave inside and out. Clean the sink area and empty all waste baskets and trash receptacles as well as replace the trash liners. Clean all countertops and sink daily. Clean inside of the refrigerator once a week, please ask before anything is thrown out if you are unsure.	5 times a week

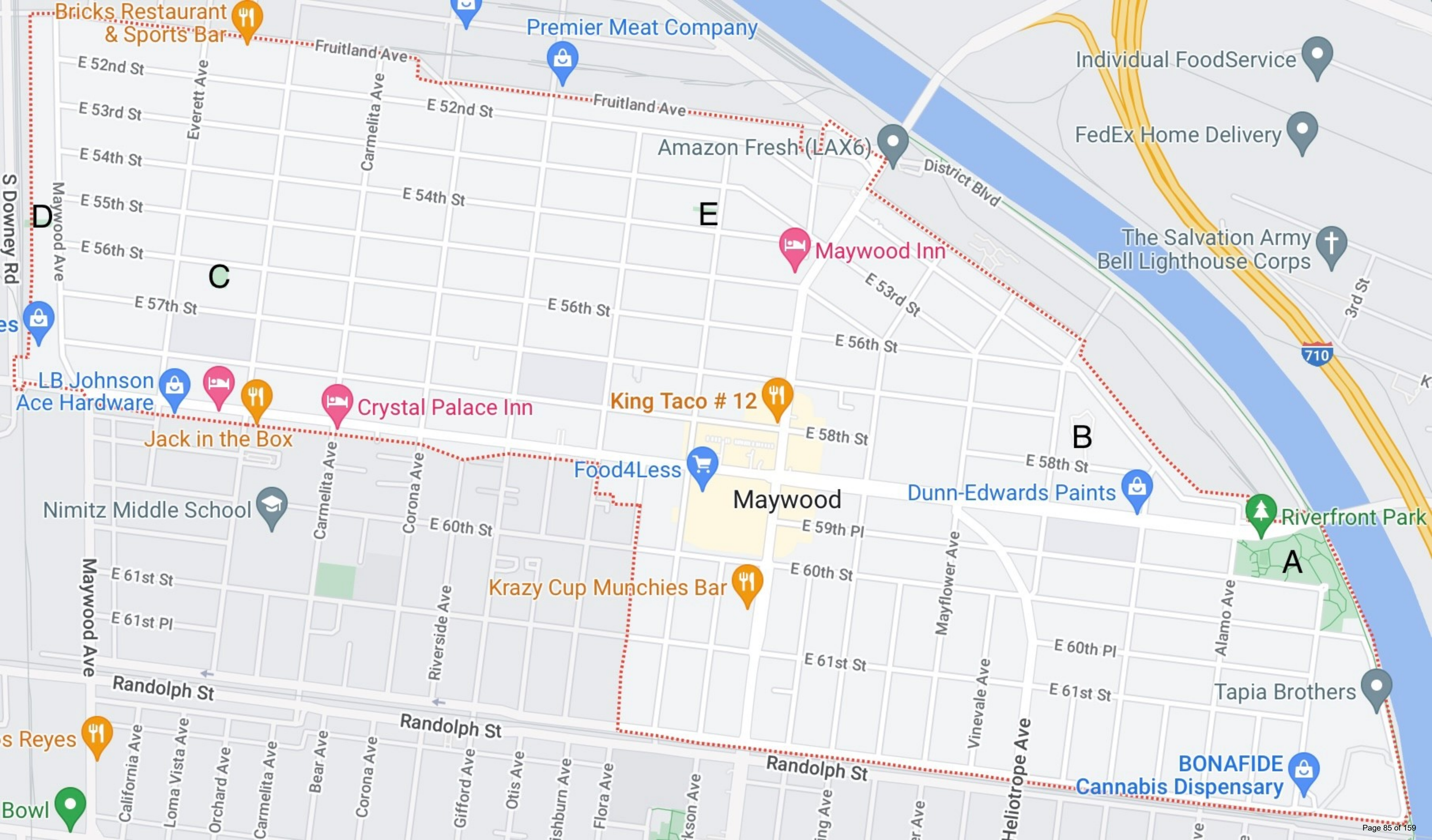
City Hall and Sheriff Sub-Station		
Monthly Services	Report any facility damage or damaged items. Turn off all the lights, leave only designated night lights on. Keep janitorial/storage rooms clean, orderly, and safe at all times. Ensure that all doors are properly secured, and any alarms are properly set before leaving the premises. Ensure that no unauthorized personnel are allowed into the building at any time. Clean the stairways.	
Miscellaneous	Perform overhead dusting in all areas, including tops of doors, partitions, and high ledges. Brush all wall and ceiling vents. Clean Police Station.	
Miscellaneous (Everyday)	Clean all door handles/lights every day. Clean windows and window seals. Dust around the area.	

Attachment 2

II. Park Maintenance		
City Parks shall have its gates open at 7am and shall close them at 8pm; They will open all five (5) parks seven (7) days a week, 365 days per year. Open Riverfront Park restrooms at 8AM and Close at 7PM; 7 days per week/365 days per year. Day to day contact shall be the Public Works Superintendent		
Parks to be Cleaned	Service type	Frequency
Riverfront Park	Restroom - Stock towels, tissue and hand soap. Empty sanitary napkin receptacles and wipe with disinfectant. Empty trash receptacles and wipe if needed and recycling stations. Clean and polish mirrors and disinfect doorknobs/handles. Wipe towel cabinet covers. Toilets and urinals to be cleaned and sanitized inside and outside. Toilet seats to be cleaned on both sides using disinfectant and polished. Scour and sanitize all basins. Dust partitions, top of mirrors and frames. Remove splash marks from walls around basins. Mop and rinse Restroom floors with disinfectant. Disinfect restroom dividers/partitions 3 times per week. (For Riverfront Park and Maywood Park: Weigh and record the total trash bag weight collected. One total weight per each park to be recorded on a daily weight sheet. Contractor to include a monthly weight sheet with invoice.) Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash. Open Riverfront gate 7am. Close Riverfront gate at 8pm. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard). Doggie Waste Stations (4): Park entrance on Alamo Ave. Park entrance on 59th Pl just east of the	Daily

	playground area. LA River entrance inside the park. Park entrance on Walker Ave.	
Maywood Park	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to the City’s Public Works Yard and any recyclable trash. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard). (For Riverfront Park and Maywood Park: Weigh and record the total trash bag weight collected. One total weight per each park to be recorded on a daily weight sheet. Contractor to include a monthly weight sheet with invoice.) Doggie Waste Stations (3): Inside the park just east of the Aquatic Center entrance. Park entrance on Heliotrope Ave. On the corner of Heliotrope Ave & 58th St.	Daily
Pixley Park	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash . Open Pixley Park gate 7am. Close Pixley Park gate at 8pm. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard).	Daily
Benito Juarez	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash . Open Benito Juarez Park gate 7am. Close Benito Juarez Park gate at 8pm. All trash and recyclable trash receptacles are to be	Daily

	emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard).	
Pine Park	Daily – Empty in and around the trashcan as well replace liners in all trashcans and refill and dispose of waste at doggie disposal sites. Haul away trash to city yard and any recyclable trash. Open Pine Park gate 7am. Close Pine Park gate at 8pm. All trash and recyclable trash receptacles are to be emptied including entrance containers and replace trash liner. Contractor is also to report homeless encampments to and bulky items to Public Works Superintendent. Trash receptacles to be washed and sanitized once per month. Disposing of trash at designated area (5600 Heliotrope Ave. Maywood CA.; City of Maywood Public Works Yard).	Daily



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: NANCY RODRIGUEZ, HUMAN RESOURCE MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6283 APPROVING A WAGE AND BENEFIT PACKAGE FOR CITY NON-REPRESENTED EXEMPT EMPLOYEES

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 6283 approving a wage and benefit package for City Non-Represented Exempt Employees

BACKGROUND:

On December 14, 2022, the City Council approved a one-time lump sum payment of Three Thousand Dollars (\$3,000) for Essential Worker Pay to the City employees covered under the newly adopted American Federation of State, County and Municipal Employees (AFSCME) Memorandum of Understanding (MOU), which also included wage increases and added an additional floating holiday for Juneteenth. City staff is now bringing forward a resolution for City Council's consideration to provide certain wage and benefit considerations for eligible full-time nonrepresented exempt employees that is consistent with the above-mentioned benefits set forth in the AFSCME MOU.

DISCUSSION:

The agenda item before City Council is a recommendation to authorize and approve a resolution for a wage and benefit package for Full-Time Non-Represented Exempt employees. The following resolution before the City Council will coincide with a two-and-one-half percent (2.5%) salary increase for the current fiscal year and the following two fiscal years, adoption of the new Floating Holiday (Juneteenth) and eligible employees will receive a one-time premium pay ("Essential Worker Pay") of up to \$3,000 of essential pay through the American Rescue Plan Act 2021 (ARPA).

With regards to the Essential Worker Pay, a one-time lump sum payment of Three Thousand Dollars (\$3,000.00) will be paid to eligible City Management employees no later than 30 days following the adoption of this Resolution No. 6283 and upon qualification per the United States Treasury guidelines for the use of ARPA funds. The payment will be subject to any required withholdings. The employees acknowledge and agree the payment is not subject to California Public Employment Retirement Services ("CalPERS") withholdings or consideration.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The fiscal impact of the proposed wage and benefit package covers two items.

First, it covers the Cost of Living Adjustments (COLAs) plus benefits with a fiscal impact on the Fiscal Year 2022-23 budget as follows:

- a. Account No. 5103: Salaries @ \$25,845.51 (COLA) + \$6,000 (Essential Worker Pay)
- b. Account No. 5201: CalPERS Retirement (Current Employees) @ \$2,267.54
- c. Account No. 5220: City Portion of Medicare Expense @ \$374.76
- d. (a + b + c) = \$34,487.81

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

Second, the proposed wage and benefit package 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 two positions that will qualify for the Essential Worker Pay. The cost of the Essential Worker Pay for this group will not exceed \$6,000.00 for FY 2022-23 as one of the three employees does not qualify for the pay based on the U.S Department of Treasury regulations that the person had to be employed during a specific time-frame. 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 - Fund 273 - Local Fiscal Recovery Funds (e.g.ARP) is for Essential Worker Pay \$6,000.00.

F.Y. 22-23 Impact: The fiscal year 2022-23 COLA \$28,487.81 + Essential Worker Pay \$6,000 = \$34,487.81	Current F.Y. Budget: 2022/2023
Fund Impacted: -Origin Essential Worker Pay: 273 Local Fiscal Recovery Fund -Destination COLAs: Various Funds	Budget adjustment requested: \$34,487.81
Source of funds: Various Funds	Updated Account Budget: N/A
Account Number: SALARIES: • 5103 Salaries BENEFITS: • 5201 CalPERS Retirement (Current Employees) • 5220 City Portion of Medicare Expense	For fiscal year: N/A

ATTACHMENT(S)

1. Establishing Wage and Benefit Package for Full Time Exempt Employees

RESOLUTION NO. 6283

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD APPROVING A WAGE AND BENEFIT PACKAGE FOR
FULL-TIME NON-REPRESENTED EXEMPT EMPLOYEES**

WHEREAS, the City Council is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective directors and managers;

WHEREAS, the City desires to provide a wage and benefit package for eligible full-time non-represented exempt employees that is consistent with certain wages and benefits received by those City employees represented by a bargaining group; and

WHEREAS, there is a need to formally establish wage and benefit package provisions for full-time non-represented exempt employees.

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

SECTION 1. The City Council of the City of Maywood hereby approves the wage and benefit package for full-time nonrepresented exempt employees, as set forth in Exhibit "A" and attached hereto as if set forth in full.

SECTION 2. This Resolution and Exhibit "A" shall establish wage and benefit package provisions for full-time non-represented exempt employees.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 25th day of January, 2023.

Frank Garcia, 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. 6283 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 25th day of January, 2023 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Andrea Aguilar, City Clerk

“Exhibit A”
WAGE AND
BENEFIT PACKAGE
PROVISIONS

WAGE AND BENEFIT PACKAGE PROVISIONS

Applicable only to Full-Time Non-represented Exempt Employees (“Employees”)

Wage Terms:

- A. General salary increase is as follows and are attached hereto
- 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

City of Maywood Pay Schedule

Position	iv Labor Group	Step A Annual	Step B Annual	Step C Annual	Step D Annual	Step E Annual	Step F Annual
Director of Building and Planning	Dept Head	\$123,000.00	\$129,150.00	\$135,607.50	\$142,387.88	\$149,507.27	\$156,982.63
Director of Finance	Dept Head	\$123,000.00	\$129,150.00	\$135,607.50	\$142,387.88	\$149,507.27	\$156,982.63
Human Resources Manager	MGMT	\$82,000.00	\$86,100.00	\$90,405.00	\$94,925.25	\$99,671.51	\$104,655.09

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 full time exempt non-represent employees no later than 30 days following the adoption of Resolution No. 6283. The payment will be subject to any required withholdings. Employees acknowledge and agree the payment is not subject to Public Employment Retirement Services (“PERS”) withholdings or consideration.
2. In order for a full-time exempt non-represented employee to be eligible to receive the full premium pay listed in Paragraph 1, employee 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 employee must be employed by the City on the dates the payments are made.

Holidays

Employees shall be entitled to the same paid holidays as provided to other employees of the City. The holidays are subject to change by the City Council.

Bereavement Leave

Employees shall be entitled to the same leave as provided to other employees of the City.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: NANCY RODRIGUEZ, HUMAN RESOURCE MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6284 APPROVING THE CITY'S UPDATED COMPREHENSIVE PAY SCHEDULE FOR ALL FULL-TIME EMPLOYEES, PART-TIME EMPLOYEES, AND ELECTED OFFICIALS IN ACCORDANCE WITH CALPERS GUIDELINES

RECOMMENDATION:

Staff recommends Adopting Resolution No. 6284 approving the City's updated Comprehensive Pay Schedule in accordance with California Public Employees Retirement System (CalPERS) regulations.

BACKGROUND:

California Code of Regulations section 570.5 (CCR 570.5) sets specific requirements for California Public Employees' Retirement System (CalPERS) agencies and the administration of their pay schedules. Most notably, pay schedules must be:

- Consolidated in one city-wide document (does not permit reference to another document in lieu of disclosing the pay rate).
- Pay schedule must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.
- Pay schedule must be immediately accessible and available for public review during normal business hours or posted on the employer's internet website.

The City Council previously adopted Resolution No. 6222 establishing a Comprehensive Pay Schedule for all Full-Time Employees, Part-Time Employees, and Elected Officials in February 2022.

DISCUSSION:

CalPERS requires whenever there are changes to one or more pay rates, whether through the Meet and Confer process, employment contracts, new classifications, reclassifications, etc., the City is required to update the Pay Schedule and present it to the City Council for review and approval. Any updates will include an effective date and date of any revisions and are to be retained by the City and available for public inspection for not less than five years. With the salary changes for the Represented, Non-Represented Management, and Confidential Employees, the Schedule (Attachment A) incorporates these changes. Upon adoption of the Comprehensive Pay Schedule Resolution No. 6284 by the City Council, the Comprehensive Pay Schedule will

be posted on the City of Maywood's website. The updated Comprehensive Pay Schedule (Attachment A) before City Council for approval includes:

- Salary Schedules previously approved in Resolution No. 6277 with the City's respective bargaining unit.
- Salary Schedules for the non-represented management and confidential employees
- Part-Time hourly pay rates which have been adjusted based on the City's minimum wage increase to \$15.50 effective January 1, 2023.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. 2023 Updated Comprehensive Pay Schedule

RESOLUTION NO. 6284

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD ADOPTING THE CITY'S UPDATED
COMPREHENSIVE PAY SCHEDULE FOR ALL FULL-TIME
EMPLOYEES, PART-TIME EMPLOYEES, AND ELECTED
OFFICIALS IN ACCORDANCE WITH CALIFORNIA PUBLIC
EMPLOYEES RETIREMENT SYSTEM REGULATIONS.

WHEREAS, the California Public Employees' Retirement System ("CalPERS") limits "compensation earnable" for retirement purposes to amounts listed on a Comprehensive Schematic Salary Schedule meeting requirements set forth in section 570.5 of Title 2 of the California Code of Regulations, including that government agency employers provide and make available to the public the salary of all full-time and parttime employees in a single salary format specified by CalPERS; and

WHEREAS, the City previously adopted Resolution No. 6222 establishing a Comprehensive Pay Schedule on February 2022; and,

WHEREAS, the City has compiled the necessary salary data to create a single Comprehensive Pay Schedule in compliance with the requirements of CalPERS, attached to the City Council Agenda Report as Attachment A, dated January 25, 2023.

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

SECTION 1. The Updated Comprehensive Pay Schedule for all Full-Time Employees and Part-Time employees and Elected Officials attached hereto in Attachment A is approved and adopted.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 25th day of January, 2023.

Frank Garcia, 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. 6284 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 25th day of January, 2023 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Andrea Aguilar, City Clerk

City of Maywood Comprehensive Pay Schedule

Adopted January 25, 2023

Position Titles Elected Officials	Monthly Base Stipend
Mayor	\$ 555.83
Mayor Pro-Team	\$ 555.83
Council Members	\$ 555.83
City Clerk	\$ 300.00
City Treasurer	\$ 50.00

Monthly Pay Rates

Position	Labor Group	Step A	Step B	Step C	Step D	Step E	Step F
Accounting Specialist I	AFSCME	\$4,391.92	\$4,611.52	\$4,842.09	\$5,084.20	\$5,338.41	\$5,605.33
Accounting Specialist II	AFSCME	\$4,757.91	\$4,995.81	\$5,245.60	\$5,507.88	\$5,783.27	\$6,072.44
Administrative Analyst	AFSCME	\$5,489.90	\$5,764.40	\$6,052.61	\$6,355.25	\$6,673.01	\$7,006.66
Administrative Assistance	AFSCME	\$4,025.93	\$4,227.22	\$4,438.58	\$4,660.51	\$4,893.54	\$5,138.22
Assistant Planner	AFSCME	\$5,182.40	\$5,441.52	\$5,713.60	\$5,999.28	\$6,299.24	\$6,614.20
Building Inspection/Code Compliance Supervisor	AFSCME	\$7,759.76	\$8,147.75	\$8,555.14	\$8,982.90	\$9,432.04	\$9,903.64
Code Compliance Officer I	AFSCME	\$3,476.94	\$3,650.78	\$3,833.32	\$4,024.99	\$4,226.24	\$4,437.55
Community Development Analyst	AFSCME	\$5,489.90	\$5,764.40	\$6,052.61	\$6,355.25	\$6,673.01	\$7,006.66
Community Services Liaison	AFSCME	\$4,391.92	\$4,611.52	\$4,842.09	\$5,084.20	\$5,338.41	\$5,605.33
Customer Service Rep I	AFSCME	\$3,659.93	\$3,842.93	\$4,035.08	\$4,236.83	\$4,448.67	\$4,671.11
Customer Service Rep II	AFSCME	\$3,842.93	\$4,035.08	\$4,236.83	\$4,448.67	\$4,671.11	\$4,904.66
Executive Assistant	AFSCME	\$4,574.92	\$4,803.66	\$5,043.85	\$5,296.04	\$5,560.84	\$5,838.88
Finance Specialist	AFSCME	\$4,391.92	\$4,611.52	\$4,842.09	\$5,084.20	\$5,338.41	\$5,605.33
Parking Enforcement Officer	AFSCME	\$2,686.67	\$4,611.52	\$4,842.09	\$5,084.20	\$5,338.41	\$5,605.33
Parking Enforcement Officer II	AFSCME	\$3,659.93	\$3,842.93	\$4,035.08	\$4,236.83	\$4,448.67	\$4,671.11
Public Works Coordinator	AFSCME	\$5,489.90	\$5,764.40	\$6,052.61	\$6,355.25	\$6,673.01	\$7,006.66
Public Works Maintenance Worker	AFSCME	\$2,686.67	\$5,764.40	\$6,052.61	\$6,355.25	\$6,673.01	\$7,006.66
Public Works Lead Maintenance Worker	AFSCME	\$4,757.91	\$4,995.81	\$5,245.60	\$5,507.88	\$5,783.27	\$6,072.44
Public Works Superintendent	AFSCME	\$5,489.90	\$5,764.40	\$6,052.61	\$6,355.25	\$6,673.01	\$7,006.66
Secretary of Building and Planning	AFSCME	\$3,659.93	\$3,842.93	\$4,035.08	\$4,236.83	\$4,448.67	\$4,671.11
Senior Accountant*	AFSCME	\$5,489.90	\$5,764.40	\$6,052.61	\$6,355.25	\$6,673.01	\$7,006.66
Senior Parking Enforcement Officer	AFSCME	\$3,842.93	\$4,035.08	\$4,236.83	\$4,448.67	\$4,671.11	\$4,904.66
City Manager	Appointed	\$12,083.33					
Director of Building and Planning	Dept Head	\$10,250.00	\$10,762.50	\$11,300.63	\$11,865.66	\$12,458.94	\$13,081.89
Director of Finance	Dept Head	\$10,250.00	\$10,762.50	\$11,300.63	\$11,865.66	\$12,458.94	\$13,081.89
Human Resources Manager	MGMT	\$6,833.33	\$7,175.00	\$7,533.75	\$7,910.44	\$8,305.96	\$8,721.26

*formerly labeled as Fund Accountant

Regular Part-Time Positions

Hourly Pay Rates

Position	Labor Group	Step A	Step B	Step C	Step D	Step E	Step F
Public Works Maintenance Worker (980 hrs.)	n/a	\$15.50	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Parking Enforcement Officer (980 hrs.)	n/a	\$15.50	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Community Service Officer (980 hrs.)	n/a	\$15.50	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78

Revision History

February 9, 2022 - initial adoption - Resolution 6222

January 25, 2023 - revised adoption - Resolution 6284

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ANTHONY RAINEY, DIRECTOR OF FINANCE

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: RECEIVE AND FILE AUDIT OF THE FINANCIAL STATEMENTS OF PROPOSITION A LOCAL RETURN FUND, PROPOSITION C, LOCAL RETURN FUND, MEASURE R LOCAL RETURN FUND, MEASURE M LOCAL RETURN FUND AND TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUND OF THE CITY OF MAYWOOD CONDUCTED BY VASQUEZ + COMPANY LLP ON BEHALF OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO).

RECOMMENDATION:

Staff recommends that the City Council receive and file the audit of the Financial Statements of Fund 221 - Proposition A Transit Fund, Fund 222 - Proposition C Transit Fund, Fund 224 - Measure R Transit Fund, Fund 225 - Measure M Transit Fund and Fund 214 Transportation Development Act (TDA) Bikeway Fund of the City of Maywood conducted by Vasquez + Company LLP on behalf of the Los Angeles County Metropolitan Transportation Authority (Metro).

BACKGROUND:

Metro provides pass-through funding for transportation-related projects to the City of Maywood. These funds are maintained and administered by the City in the following funds:

- **Fund 214 Transportation Development Act (TDA) Bikeway Fund:** Proceeds from this fund are provided by the state. It is restricted to local pedestrian and bikeway-related projects, including maintenance. This is one of the City's Special Funds.
- **Fund 221 - Proposition A Transit Fund:** This fund reflects the financial activity related to Maywood's share of the Los Angeles County Metropolitan Transportation Authority's (Metro's) Proposition A local return county sales tax dollars. Proposition A is funded from a ½ cent sales tax allocation administered by MTA; 25% goes to the Local Returns Program (LRP) that provides the funding for the cities. This money is restricted to transportation-related expenditures. The Proposition A Fund is used to pay for the City's Dial-A-Ride and Shuttle service.
- **Fund 222 - Proposition C Transit Fund:** This fund reflects the financial activity related to Maywood's share of the Los Angeles County Metropolitan Transportation Authority's (Metro's) Proposition C local return county sales tax dollars. Proposition C is funded from a ½ cent sales tax allocation administered by MTA; 20% goes to the Local Returns Program (LRP) that provides the funding for the cities. This money is restricted to certain types of transportation and maintenance programs. The Proposition C Fund is used to pay for various City street projects, bus pass subsidy programs, and other related contractual services.
- **Fund 224 - Measure R Transit Fund:** This fund accounts for the revenues of Measure R activities. Measure R is funded from a ½ cent sales tax allocation administered by the Los Angeles County

Metropolitan Transportation Authority (Metro); 15% goes to the Local Returns Program (LRP) that provides the funding for the cities. Funding from this measure can be used to synchronize traffic signals, repair potholes, and for transportation projects and related improvements. Measure R Funds are used for various street projects and other related daily operating costs.

- **Fund 225 - Measure M Transit Fund:** This fund accounts for the revenues of Measure M activities. Measure M is funded from a ½ cent sales tax allocation administered by the Los Angeles County Metropolitan Transportation Authority (Metro); 17% of the allocation goes to the Local Returns Program (LRP) that provides the funding for the cities. Funding from this measure can be used for transit services and to ease traffic congestion. The Measure M Fund pays for various city street projects and other related daily operating costs. This is one of the City's Spec

Vasquez + Company LLP audited the City of Maywood's financial statements of the Proposition A Local Return Fund, the Proposition C Local Return Fund, the Measure R Local Return Fund, the Measure M Local Return Fund and the Transportation Development Act Article 3 Fund (collectively, the Funds) that comprised the Funds' balance sheets as of June 30, 2021, and 2022, the related statements of revenues, expenditures and changes in fund balances for the years then ended, and the related notes to the financial statements.

DISCUSSION:

In the Auditor's opinion, the City's financial statements presented fairly, in all material respects, the respective financial position of the Proposition A Local Return Fund, the Proposition C Local Return Fund, the Measure R Local Return Fund, the Measure M Local Return Fund and the Transportation Development Act Article 3 Fund of the City of Maywood, California as of June 30, 2021 and 2021, and the respective changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America. The Auditor did however have a finding related to an unexpended and unencumbered fund balance within the TDA Fund. This finding was resolved by the City requesting and being granted an extension of the use of funds through June 30, 2023. This expenditure is included in the current Capital Improvement Budget.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. Maywood - FY22 Consolidated Prop AC MR MM and TDA 3 Report - Final



MetroTM

**City of Maywood
Annual Financial Report of its**

**Proposition A Local Return Fund
Proposition C Local Return Fund
Measure R Local Return Fund
Measure M Local Return Fund
Transportation Development Act Article 3 Fund**

**As of and for the Years Ended June 30, 2022 and 2021
with Independent Auditor's Report**

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FINANCIAL SECTION



Independent Auditor's Report

To the Honorable Members of the City Council of the
City of Maywood, California and the
Los Angeles County Metropolitan Transportation Authority

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the Proposition A Local Return Fund, the Proposition C Local Return Fund, the Measure R Local Return Fund, the Measure M Local Return Fund and the Transportation Development Act Article 3 Fund (collectively, the Funds) of the City of Maywood, California (the City) which comprise the Funds' balance sheets as of June 30, 2022 and 2021, the related statements of revenues, expenditures and changes in fund balances for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Proposition A Local Return Fund, the Proposition C Local Return Fund, the Measure R Local Return Fund, the Measure M Local Return Fund and the Transportation Development Act Article 3 Fund of the City of Maywood, California as of June 30, 2022 and 2021, and the respective changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



Emphasis of Matter

As discussed in Note 2, the financial statements present only the Proposition A Local Return Fund, the Proposition C Local Return Fund, the Measure R Local Return Fund, the Measure M Local Return Fund and the Transportation Development Act Article 3 Fund of the City of Maywood, California, and do not purport to, and do not present fairly the financial position of the City as of June 30, 2022 and 2021, and the changes in its financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statements date including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.



- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming opinions on each of the Funds' financial statements as a whole. The supplementary information identified in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the Funds' basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the Funds' basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Funds' basic financial statements or to the Funds' basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to each of the Funds' basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 22, 2022 on our consideration of the City's internal control over the Funds' financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over the Funds' financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over the Funds' financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over the Funds' financial reporting and compliance.

Glendale, California
December 22, 2022

City of Maywood
Proposition A Local Return Fund
Balance Sheets

		June 30	
		2022	2021
ASSETS			
Cash and investments	\$	<u>467,561</u>	\$ 190,456
Total assets	\$	<u>467,561</u>	<u>\$ 190,456</u>
LIABILITIES AND FUND BALANCE			
Liabilities			
Accounts payable	\$	<u>36,453</u>	\$ 35,051
Total liabilities		<u>36,453</u>	<u>35,051</u>
Fund balance			
Restricted		<u>431,108</u>	155,405
Total fund balance		<u>431,108</u>	<u>155,405</u>
Total liabilities and fund balance	\$	<u>467,561</u>	<u>\$ 190,456</u>

See notes to Funds financial statements.

City of Maywood
Proposition A Local Return Fund
Statements of Revenues, Expenditures and Changes in Fund Balance

		Years ended June 30	
		2022	2021
Revenues			
Proposition A	\$	704,660	\$ 562,780
Interest income		70	137
Total revenues		704,730	562,917
Expenditures			
Various projects		429,027	412,526
Total expenditures		429,027	412,526
Excess of revenues over expenditures		275,703	150,391
Fund balance at beginning of year		155,405	5,014
Fund balance at end of year	\$	431,108	\$ 155,405

See notes to Funds financial statements.

City of Maywood
Proposition A Local Return Fund
Supplementary Information
Schedule of Expenditures – Actual and Metro Approved Project Budget
Year ended June 30, 2022
(With Comparative Actuals for 2021)

Project Code	Project Name	2022		Variance	2021 Actual
		Metro Budget	Actual	Positive (Negative)	
106	Maywood Area Transit	\$ 207,500	\$ 214,514	\$ (7,014)	\$ 206,263
106	Maywood Dial-A-Ride	207,500	214,513	(7,013)	206,263
	Total expenditures	\$ 415,000	\$ 429,027	\$ (14,027)	\$ 412,526

See Independent Auditor's Report.

City of Maywood
Proposition A Local Return Fund
Supplementary Information
Schedule of Capital Assets
Year ended June 30, 2022

<u>Date Acquired</u>	<u>Description</u>	<u>Balance July 1, 2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2022</u>
N/A	None	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -	\$ -

See Independent Auditor's Report.

**City of Maywood
Proposition C Local Return Fund
Balance Sheets**

		June 30	
		2022	2021
ASSETS			
Cash and investments	\$	1,234,142	\$ 662,327
Interest receivable		-	227
Total assets	\$	<u>1,234,142</u>	<u>662,554</u>
LIABILITIES AND FUND BALANCE			
Liabilities			
Accounts payable	\$	2,876	\$ 1,000
Accrued payroll and employee benefits		-	1,309
Total liabilities		<u>2,876</u>	<u>2,309</u>
Fund balance			
Restricted		1,231,266	660,245
Total fund balance		<u>1,231,266</u>	<u>660,245</u>
Total liabilities and fund balance	\$	<u>1,234,142</u>	<u>\$ 662,554</u>

See notes to Funds financial statements.

City of Maywood
Proposition C Local Return Fund
Statements of Revenues, Expenditures and Changes in Fund Balance

		Years ended June 30	
		2022	2021
Revenues			
Proposition C	\$	584,501	\$ 466,806
Interest income		552	1,721
Bus pass sales		1,980	-
Total revenues		587,033	468,527
Expenditures			
Various projects		16,012	43,831
Total expenditures		16,012	43,831
Excess of revenues over expenditures		571,021	424,696
Fund balance at beginning of year		660,245	235,549
Fund balance at end of year	\$	1,231,266	\$ 660,245

See notes to Funds financial statements.

City of Maywood
Proposition C Local Return Fund
Supplementary Information
Schedule of Expenditures – Actual and Metro Approved Project Budget
Year ended June 30, 2022
(With Comparative Actuals for 2021)

Project Code	Project Name	2022		Variance Positive (Negative)	2021 Actual
		Metro Budget	Actual		
135	Bus Pass Subsidy Program	\$ 55,000	\$ 9,910	\$ 45,090	\$ -
170	Bus Shelter Maintenance	24,000	4,120	19,880	32,090
620	Administrative Costs for Prop C Approved Projects	53,788	1,982	51,806	8,766
705	Pavement Rehabilitation - Slauson Ave	-	-	-	2,975
715	Street and Median Improvements at Slauson and Atlantic	750,000	-	750,000	-
Total expenditures		\$ 882,788	\$ 16,012	\$ 866,776	\$ 43,831

See Independent Auditor's Report.

City of Maywood
Proposition C Local Return Fund
Supplementary Information
Schedule of Capital Assets
Year ended June 30, 2022

<u>Date Acquired</u>	<u>Description</u>	<u>Balance July 1, 2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2022</u>
N/A	None	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -	\$ -

See Independent Auditor's Report.

**City of Maywood
Measure R Local Return Fund
Balance Sheets**

		June 30	
		2022	2021
ASSETS			
Cash and investments	\$	1,630,792	\$ 1,199,077
Interest receivable		-	416
Total assets	\$	<u>1,630,792</u>	<u>\$ 1,199,493</u>
LIABILITIES AND FUND BALANCE			
Liabilities			
Accounts payable	\$	-	\$ 7,237
Accrued payroll and employee benefits		-	719
Total liabilities		<u>-</u>	<u>7,956</u>
Fund balance			
Restricted		1,630,792	1,191,537
Total fund balance		<u>1,630,792</u>	<u>1,191,537</u>
Total liabilities and fund balance	\$	<u>1,630,792</u>	<u>\$ 1,199,493</u>

See notes to Funds financial statements.

City of Maywood
Measure R Local Return Fund

Statements of Revenues, Expenditures and Changes in Fund Balance

		Years ended June 30	
		2022	2021
Revenues			
Measure R	\$	438,305	\$ 350,589
Interest income		950	3,041
Total revenues		439,255	353,630
Expenditures			
Various projects		-	16,141
Total expenditures		-	16,141
Excess of revenues over expenditures		439,255	337,489
Fund balance at beginning of year		1,191,537	854,048
Fund balance at end of year	\$	1,630,792	\$ 1,191,537

See notes to Funds financial statements.

City of Maywood
Measure R Local Return Fund
Supplementary Information
Schedule of Expenditures – Actual and Metro Approved Project Budget
Year ended June 30, 2022
(With Comparative Actuals for 2021)

Project Code	Project Name	2022			2021 Actual
		Metro Budget	Actual	Variance Positive (Negative)	
630	Administration costs	\$ 31,989	\$ -	\$ 31,989	\$ 3,228
705	Local Street Improvement Project	-	-	-	12,913
715	Slauson Ave Corridor Improvements	445,000	-	445,000	-
715	Pavement Rehabilitation - Various Streets	750,000	-	750,000	-
	Total expenditures	\$ 1,226,989	\$ -	\$ 1,226,989	\$ 16,141

See Independent Auditor's Report.

City of Maywood
Measure R Local Return Fund
Supplementary Information
Schedule of Capital Assets
Year ended June 30, 2022

<u>Date Acquired</u>	<u>Description</u>	<u>Balance July 1, 2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2022</u>
N/A	None	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -	\$ -

See Independent Auditor's Report.

**City of Maywood
Measure M Local Return Fund
Balance Sheets**

		June 30	
		2022	2021
ASSETS			
Cash and investments	\$	1,561,596	\$ 1,090,929
Interest receivable		-	406
Total assets	\$	<u>1,561,596</u>	<u>\$ 1,091,335</u>
LIABILITIES AND FUND BALANCE			
Liabilities			
Accounts payable	\$	-	\$ 20,782
Accrued payroll and employee benefits		-	5,873
Total liabilities		<u>-</u>	<u>26,655</u>
Fund balance			
Restricted		1,561,596	1,064,680
Total fund balance		<u>1,561,596</u>	<u>1,064,680</u>
Total liabilities and fund balance	\$	<u>1,561,596</u>	<u>\$ 1,091,335</u>

See notes to Funds financial statements.

City of Maywood
Measure M Local Return Fund

Statements of Revenues, Expenditures and Changes in Fund Balance

		Years ended June 30	
		2022	2021
Revenues			
Measure M	\$	495,992	\$ 397,231
Interest income		924	2,976
Total revenues		496,916	400,207
Expenditures			
Various projects		-	210,635
Total expenditures		-	210,635
Excess of revenues over expenditures		496,916	189,572
Fund balance at beginning of year		1,064,680	875,108
Fund balance at end of year	\$	1,561,596	\$ 1,064,680

See notes to Funds financial statements.

City of Maywood
Measure M Local Return Fund
Supplementary Information
Schedule of Expenditures – Actual and Metro Approved Project Budget
Year ended June 30, 2022
(With Comparative Actuals for 2021)

Project Code	Project Name	2022		Variance Positive (Negative)	2021 Actual
		Metro Budget	Actual		
705	Street Repair and Maintenance	\$ -	\$ -	\$ -	25,953
715	Street Light Improvements	500,000	-	500,000	-
715	Admin Cost - Public Works Salaries	48,784	-	48,784	-
990	Other Streets and Roads	750,000	-	750,000	184,682
	Total expenditures	\$ 1,298,784	\$ -	\$ 1,298,784	\$ 210,635

See Independent Auditor's Report.

City of Maywood
Measure M Local Return Fund
Supplementary Information
Schedule of Capital Assets
Year ended June 30, 2022

<u>Date Acquired</u>	<u>Description</u>	<u>Balance July 1, 2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2022</u>
N/A	None	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -	\$ -

See Independent Auditor's Report.

City of Maywood
Transportation Development Act Article 3 Fund
Pursuant to Public Utilities Code Section 99234
Balance Sheets

		June 30	
		2022	2021
ASSETS			
Cash and investments	\$	127,369	\$ 35,359
Interest receivable		-	3
Total assets	\$	127,369	\$ 35,362
LIABILITIES AND FUND BALANCE			
Liabilities			
Accounts payable	\$	4,315	\$ -
Total liabilities		4,315	-
Fund balance			
Restricted		123,054	35,362
Total fund balance		123,054	35,362
Total liabilities and fund balance	\$	127,369	\$ 35,362

See notes to Funds financial statements.

City of Maywood
Transportation Development Act Article 3 Fund
Pursuant to Public Utilities Code Section 99234
Statements of Revenues, Expenditures and Changes in Fund Balance

	Years ended June 30	
	2022	2021
Revenues		
Intergovernmental Allocations:		
Article 3	\$ 92,000	\$ -
Interest income	7	23
Total revenues	92,007	23
Expenditures		
Construction/Maintenance	4,315	-
Total expenditures	4,315	-
Excess of revenues over expenditures	87,692	23
Fund balance at beginning of year	35,362	35,339
Fund balance at end of year	\$ 123,054	\$ 35,362

See notes to Funds financial statements.

City of Maywood
Transportation Development Act Article 3 Fund
Pursuant to Public Utilities Code Section 99234
Supplementary Information
Schedule of Transportation Development Act Allocation for Specific Projects
Year ended June 30, 2022

Project Description	Program Year	Totals to Date		Unexpended Allocations	Project Status
		Allocations	Expenditures		
Local Allocations:					
Bicycle Mater Plan	2022	\$ 92,000	\$ 4,315	\$ 87,685	Ongoing
Totals		\$ 92,000	\$ 4,315	87,685	
Interest income				23	
Fund balance at beginning of year				35,362	
Fund balance at end of year				\$ 123,070	*

* See Compliance Matrix and Schedule of Findings and Questioned Costs.

See notes to Funds financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fund Accounting

The operations of the Proposition A Local Return Fund (PALRF), the Proposition C Local Return Fund (PCLRF), the Measure R Local Return Fund (MRLRF), the Measure M Local Return Fund (MMLRF) and the Transportation Development Act Article 3 Fund (TDAA3F) (collectively, the Funds) are accounted for in separate sets of self-balancing accounts that comprise their assets, liabilities, fund balance, revenues and expenditures.

PALRF and PCLRF represent 25% and 20%, respectively, of the ½ cent Proposition A and ½ cent Proposition C sales taxes which are distributed to the jurisdictions within Los Angeles County based on population and must be used exclusively for transportation related programs and projects.

MRLRF is derived from 15% of the county-wide ½ cent Measure R sales tax which is distributed to the jurisdictions within Los Angeles County based on a per capita basis and must be used exclusively for transportation purposes.

MMLRF is derived from 17% of the county-wide ½ cent Measure M sales tax which is distributed to the jurisdictions within Los Angeles County based on a per capita basis and must be used exclusively for transportation purposes.

TDAA3F is a Special Revenue Fund that accounts for the City's share of the Transportation Development Act Article 3 allocations which are legally restricted for specific purposes.

Basis of Accounting and Measurement Focus

The PALRF, PCLRF, MRLRF, MMLRF and TDAA3F are reported as Special Revenue Funds of the City and are accounted for using the modified accrual basis of accounting. Revenues are recognized when they become "susceptible to accrual", that is, measurable and available to finance expenditures of the current period. Expenditures are recorded when the liability is incurred.

Special Revenue Funds are reported on a spending or "financial flow" measurement focus. This means that generally, only current assets, current liabilities and deferred inflows and outflows of resources are included on their balance sheets. Statements of revenues, expenditures and changes in fund balances for Special Revenue Funds generally present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets and Budgetary Accounting

The budgeted amounts presented in this report for comparison to the actual amounts are based on budgets approved by Metro and are presented in accordance with accounting principles generally accepted in the United States of America.

Fair Value Measurement

In accordance with GASB Statement No. 72, *Fair Value Measurement and Application*, the City categorizes its fair value measurement within the fair value hierarchy that is based on the valuation inputs used to measure the fair value of the investment. Level 1 inputs are quoted prices in active markets for identical investments; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Accordingly, the City reports its investments at fair value and recognizes unrealized gain (loss) on investments.

Refer to the City's Annual Comprehensive Financial Report (ACFR) for detailed disclosures regarding the City's investments policy and fair value measurement disclosures.

Fund Balance Reporting

Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes the fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The PALRF, PCLRF, MRLRF, MMLRF and TDAA3F report the following fund balance classification as of June 30, 2022 and 2021:

- Restricted - Amounts that are constrained for specific purposes, which are externally imposed by providers, such as creditors, or amounts constrained due to constitutional provisions or enabling legislation. The use of the Funds' remaining fund balances are restricted for projects approved by Metro.

Information regarding the fund balance reporting policy adopted by the City is described in the City's ACFR.

NOTE 2 ANNUAL FINANCIAL STATEMENTS

The financial statements reflect only the financial position and results of operations of the PALRF, PCLRF, MRLRF, MMLRF and TDAA3F, and do not purport to, and do not present fairly the City's financial position as of June 30, 2022 and 2021, and the changes in its financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

NOTE 3 PROPOSITION A AND PROPOSITION C LOCAL RETURN COMPLIANCE REQUIREMENTS

The Proposition A Ordinance requires that Local Return (LR) funds be used exclusively to benefit public transit. Expenditures related to fixed route and paratransit services, Transportation Demand Management, Transportation Systems Management and fare subsidy programs that exclusively benefit transit are all eligible uses of Proposition A LR funds. Proposition A LR funds may also be traded with other Jurisdictions in exchange for general or other funds.

The Proposition C Ordinance directs that LR funds also be used to benefit public transit, as described above, but provides an expanded list of eligible project expenditures including Congestion Management Programs, bikeways and bike lanes, street improvements supporting public transit service, and Pavement Management System projects. Proposition C LR funds cannot be traded.

Proposition A and Proposition C LR funds must be expended within three years of the last day of the fiscal year in which funds were originally allocated.

In accordance with *Proposition A and Proposition C Local Return Program Guidelines*, funds received pursuant to these guidelines may only be used for Proposition A and Proposition C Local Return approved programs. See accompanying Compliance Matrix.

NOTE 4 MEASURE R LOCAL RETURN COMPLIANCE REQUIREMENTS

The Measure R Ordinance specifies that LR funds be used exclusively for transportation purposes.

Measure R LR funds must be expended within five years of the first day of the fiscal year in which funds were originally allocated or received.

In accordance with *Measure R Local Return Program Guidelines*, funds received pursuant to these guidelines may only be used for Measure R Local Return approved programs. See accompanying Compliance Matrix.

NOTE 5 MEASURE M LOCAL RETURN COMPLIANCE REQUIREMENTS

Measure M was approved by the voters of Los Angeles County on November 8, 2016 to improve transportation and ease traffic congestion consistent with the Los Angeles County Traffic Improvement Plan Ordinance approved by the Metro Board of Directors on June 23, 2016. The Measure M Ordinance specifies that LR funds be used exclusively for transportation purposes.

Measure M LR funds must be expended within five years of the first day of the fiscal year in which funds were originally allocated or received.

In accordance with *Measure M Local Return Program Guidelines*, funds received pursuant to these guidelines may only be used for Measure M Local Return approved programs. See accompanying Compliance Matrix.

NOTE 6 TRANSPORTATION DEVELOPMENT ACT COMPLIANCE REQUIREMENTS

In accordance with *Public Utilities Code Section 99234*, funds received pursuant to this Code's section may only be used for activities relating to pedestrians and bicycle facilities. See accompanying Compliance Matrix.

NOTE 7 CASH AND INVESTMENTS

The PALRF, PCLRF, MRLRF, MMLRF and TDAA3F cash balances were pooled with various other City funds for deposit and investment purposes. The share of each fund in the pooled cash account was separately maintained and interest income was apportioned to the participating funds based on the relationship of their average quarterly balances to the total of the pooled cash and investments.

Please refer to the City's ACFR for a full description of risks relating to cash and investments.

NOTE 8 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUNDS REVENUE ALLOCATION

The revenue allocations for the years ended June 30, 2022 and 2021 consisted of the following:

	2022	2021
FY 2017/18 allocation	\$ 16,863	\$ -
FY 2018/19 allocation	19,002	-
FY 2019/20 allocation	20,262	-
FY 2020/21 allocation	15,604	-
FY 2021/22 allocation	20,269	-
	\$ 92,000	\$ -

NOTE 9 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 FUNDS RESERVED

In accordance with TDA Article 3 (SB821) Guidelines, funds which will not be spent during the fiscal year have been placed on reserve in the Local Transportation Fund (LTF) account with the County Auditor-Controller to be drawn down whenever the funds become eligible for a specific project and an approved drawdown request is received by Metro. As of June 30, 2022 and 2021, the City has funds on reserve as follows:

	2022	2021
FY 2017/18 allocation	\$ -	\$ 16,863
FY 2018/19 allocation	-	19,002
FY 2019/20 allocation	-	20,262
FY 2020/21 allocation	-	15,604
FY 2021/22 allocation	179	-
Total reserve	\$ 179	\$ 71,731

For FY 2021/22, any TDA Article 3 funds left on reserve for FY 2017/18 or prior, are subject to lapse if not claimed by the City by June 30, 2022. There were no funds that lapsed in FY 2021/22.

NOTE 10 IMPACT OF CORONAVIRUS

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the United States.

It is unknown how long these conditions will last and what the complete financial effect will be to businesses and other affected organizations, including local governmental entities. However, the City's management believes that the financial impact, if any, will not materially affect the June 30, 2022 funds financial statements.

NOTE 11 SUBSEQUENT EVENTS

The City has evaluated events subsequent to June 30, 2022 to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through December 22, 2022 the date the financial statements were available to be issued. Based upon this evaluation, it was determined that no subsequent events occurred that require recognition or additional disclosure in the financial statements.



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

**To the Honorable Members of the City Council of the
City of Maywood, California and the
Los Angeles County Metropolitan Transportation Authority**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Proposition A Local Return Fund, the Proposition C Local Return Fund, the Measure R Local Return Fund, the Measure M Local Return Fund and the Transportation Development Act Article 3 Fund (collectively, the Funds) of the City of Maywood, California (the City) as of and for the year ended June 30, 2022, and the related notes to the financial statements, and have issued our report thereon dated December 22, 2022.

Report on Internal Control Over Financial Reporting

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

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

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



Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's Proposition A Local Return Fund, Proposition C Local Return Fund, Measure R Local Return Fund, Measure M Local Return Fund and Transportation Development Act Article 3 Fund financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

**Glendale, California
December 22, 2022**

COMPLIANCE SECTION



Independent Auditor's Report on Compliance

To the Honorable Members of the City Council of the
City of Maywood, California and the
Los Angeles County Metropolitan Transportation Authority

Report on Compliance

Opinion

We have audited the City of Maywood, California's (the City) compliance with the Proposition A and Proposition C Local Return Guidelines, Measure R Local Return Guidelines, Measure M Local Return Guidelines, Transportation Development Act Article 3, and the Los Angeles County Metropolitan Transportation Authority's Funding and Allocation Guidelines for Transportation Development Act Article 3 Bicycle and Pedestrian Funds (collectively, the Guidelines) for the year ended June 30, 2022.

In our opinion, the City of Maywood, California complied, in all material respects, with the compliance requirements of the Guidelines for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the Guidelines. Our responsibilities under those standards and the Guidelines are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance with the Guidelines. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for the City's compliance with the Guidelines and for the design, implementation, and maintenance of effective internal control over compliance with the compliance requirements of the Guidelines referred to above.



Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Guidelines will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the Guidelines as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Guidelines, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Guidelines, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance with the requirements, which is described in the accompanying Schedule of Findings and Questioned Costs as Finding #2022-001. Our opinion is not modified with respect to this matter.

The City's response to the noncompliance finding identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance, and accordingly, we express no opinion on the response.



Report on Internal Control Over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Guidelines. Accordingly, this report is not suitable for any other purpose.

Glendale, California
December 22, 2022

Compliance Requirements	In Compliance			Questioned Costs	If no, provide details and management response.
	Yes	No	N/A		
A. Proposition A and Proposition C Local Return Funds					
1. Uses the State Controller's Uniform System of Accounts and Records or has established a separate Proposition A and Proposition C Local Transit Assistance Account for Local Return purposes.	X				
2. Revenues received including allocations, project generated revenues and interest income was properly credited to the Proposition A and/or Proposition C Local Return Account.	X				
3. Funds were expended with Metro's approval and were not substituted for property tax.	X				
4. Timely use of funds.	X				
5. Administrative expenses are within the 20% cap.	X				
6. Expenditures that exceeded 25% of approved project budget have approved amended Project Description Form (Form A) or electronic equivalent.			X		
7. Annual Project Update Report (Form B) or electronic equivalent was submitted on time.	X				
8. Annual Expenditure Report (Form C) or electronic equivalent was submitted on time.	X				
9. Pavement Management System (PMS) is in place and being used for Street Maintenance or Improvement Projects Expenditures.			X		
10. Local Return Account is credited for reimbursable expenditures.			X		
11. Where Proposition A funds were given, loaned or exchanged by one jurisdiction to another, the receiving jurisdiction has credited its Local Return Account with the funds received.			X		
12. Self-Certification was completed and submitted for Intelligent Transportation Systems projects and elements.			X		

See independent auditor's report on compliance.

**City of Maywood
Compliance Matrix
Year ended June 30, 2022**

Compliance Requirements	In Compliance			Questioned Costs	If no, provide details and management response.
	Yes	No	N/A		
A. Proposition A and Proposition C Local Return Funds					
13. A separate account was established for Capital reserve funds, Capital reserve was approved by Metro and current status is reported in the Annual Project Update (Form B) or electronic equivalent.			X		
14. Recreational transit form was submitted on time.			X		
15. Fund exchanges (trades, loans, or gifts) were approved by Metro.			X		
16. Proposition C Local Return Funds were used to augment, not supplant existing local revenues being used for road improvement purposes.	X				
17. All on-going and carryover projects were reported on Form B or electronic equivalent.	X				
18. Cash or cash equivalents are maintained.	X				
19. Accounting procedures, record keeping, and documentation are adequate.	X				

See independent auditor's report on compliance.

Compliance Requirements	In Compliance			Questioned Costs	If no, provide details and management response.
	Yes	No	N/A		
B. Measure R Local Return Fund					
1. Funds were expended for transportation purposes.			X		There were no expenditures charged to MRLRF during FY21/22.
2. Separate Measure R Local Return Account was established.	X				
3. Revenues received including allocations, project generated revenues and interest income was properly credited to the Measure R Local Return Account.	X				
4. Funds were expended with Metro's approval.			X		
5. Funds were not substituted for property tax and are in compliance with the Maintenance of Effort.	X				
6. Timely use of funds.	X				
7. Administrative expenses are within the 20% cap.			X		
8. Expenditure Plan (Form One or electronic equivalent) was submitted timely.	X				
9. Annual Expenditure Report (Form Two or electronic equivalent) was submitted timely.	X				
10. Where funds expended were reimbursable by other grants or fund sources, the reimbursement was credited to the Local Return Account upon receipt of the reimbursement.			X		
11. Where Measure R funds were given, loaned or exchanged by one jurisdiction to another, the receiving jurisdiction has credited its Local Return Account with the funds received.			X		
12. A separate account was established for Capital reserve funds and Capital reserve was approved by Metro.			X		
13. Funds were used to augment, not supplant existing local revenues being used for transportation purposes unless there is a fund shortfall.			X		

See independent auditor's report on compliance.

**City of Maywood
Compliance Matrix
Year ended June 30, 2022**

Compliance Requirements	In Compliance			Questioned Costs	If no, provide details and management response.
	Yes	No	N/A		
B. Measure R Local Return Fund					
14. Recreational transit form was submitted on time.			X		
15. Fund exchanges (trades, loans, or gifts) were approved by Metro.			X		
16. Accounting procedures, record keeping, and documentation are adequate.	X				

See independent auditor's report on compliance.

**City of Maywood
Compliance Matrix
Year ended June 30, 2022**

Compliance Requirements	In Compliance			Questioned Costs	If no, provide details and management response.
	Yes	No	N/A		
C. Measure M Local Return Fund					
1. Funds were expended for transportation purposes.			X		There were no expenditures charged to MMLRF during FY21/22.
2. Separate Measure M Local Return Account was established.	X				
3. Revenues received including allocations, project generated revenues and interest income was properly credited to the Measure M Local Return Account.	X				
4. Funds were expended with Metro's approval.			X		
5. Funds were not substituted for property tax and are in compliance with the Maintenance of Effort.	X				
6. Timely use of funds.	X				
7. Administrative expenses are within the 20% cap.			X		
8. Expenditure Plan (Form M-One or electronic equivalent) was submitted timely.	X				
9. Expenditure Report (Form M-Two or electronic equivalent) was submitted timely.	X				
10. Where funds expended were reimbursable by other grants or fund sources, the reimbursement was credited to the Local Return Account upon receipt of the reimbursement.			X		
11. Where Measure M funds were given, loaned or exchanged by one jurisdiction to another, the receiving jurisdiction has credited its Local Return Account with the funds received.			X		
12. A separate account was established for Capital reserve funds and Capital reserve was approved by Metro.			X		
13. Funds were used to augment, not supplant existing local revenues being used for transportation purposes unless there is a fund shortfall.			X		

See independent auditor's report on compliance.

**City of Maywood
Compliance Matrix
Year ended June 30, 2022**

Compliance Requirements	In Compliance			Questioned Costs	If no, provide details and management response.
	Yes	No	N/A		
C. Measure M Local Return Fund					
14. Recreational transit form was submitted on time.			X		
15. Fund exchanges (trades, loans, or gifts) were approved by Metro.			X		
16. Accounting procedures, record keeping, and documentation are adequate.	X				

See independent auditor's report on compliance.

**City of Maywood
Compliance Matrix
Year ended June 30, 2022**

Compliance Requirements	In Compliance			Questioned Costs	If no, provide details and management response.
	Yes	No	N/A		
D. Transportation Development Act Article 3 Fund					
1. Timely use of funds.		X			See Finding #2022-001
2. Expenditures were incurred for activities relating to pedestrian and bicycle facilities and amenities.	X				
3. Annual Claim Form was submitted timely.	X				

See Independent Auditor's Report on compliance.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

TDAA3F: Finding #2022-001

Compliance Reference	TDA Article 3 Bicycle and Pedestrian Funds Funding Allocation Guidelines, Funding, Lapsing and Accounting states that, "Agencies may only draw down the funds that they can spend during the fiscal year in which they were allocated. Agencies are not allowed to have a fund balance at the end of the fiscal year. Any funds drawn down and that remain unspent after the end of the fiscal year must be returned to Metro by October 15 th of the following fiscal year to be placed on reserve for the agency under the fiscal year in which they were originally allocated."
Condition	The City has unexpended and unencumbered fund balance amounting to \$123,070 as of June 30, 2022.
Cause	The delay of funding usage was due to staff turnover.
Effect	The City was not in compliance with the TDA Article 3 Guidelines and is required to return the amount of \$123,070 that was unexpended and unencumbered as of June 30, 2022.
Recommendation	We recommend the City establish procedures and internal controls to ensure that amount drawn during the fiscal year is spent and remaining unexpended and unencumbered funds be returned to Metro at the end of the fiscal year consistent with the TDA Article 3 Guidelines.
Management's Response	The City has requested Metro to extend the use of the unexpended amount through June 30, 2023. The City will establish the following: a) <i>Management Controls</i> – through monthly revenue and budget reports informing Management of: - a.1. new revenues received from the Metro Transportation Development Act Article 3 Fund; and - a.2. new Transportation Development Act Article 3 Fund encumbrance and expenditures within the respective City Department, General Ledger and Project codes. b) <i>Internal Controls</i> - through monthly processing of Transportation Development Act Article 3 Fund revenue and encumbrance transactions within the respective Fund, City Department, General Ledger and Project codes as a means of alerting City Management of percentage of remaining balances compared to the remaining amount of time during the Fiscal Year to eliminate the occurrence of unexpended amounts.

TDAA3F: Finding #2022-001 (Continued)

Findings Resolved During the Audit	On December 20, 2022, Metro Program Manager granted an extension for the use of the remaining funds through June 30, 2023. No follow up is required.
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EXIT CONFERENCE

An exit conference was held on December 20, 2022 with the City of Maywood representatives. Those in attendance were:

Vasquez and Company LLP representatives:
 Marialyn Salvador – Audit Director
 Ihab Fakhreddine – Senior Auditor (BCA Watson Rice LLP)

City of Maywood representatives:
 Anthony Rainey – Finance Director
 Raul Herrera – Accounting Specialist II

Matters discussed:

Results of the audit disclosed an instance of noncompliance with the Guidelines.

A copy of this report was forwarded to the following City of Maywood representatives for comments prior to the issuance of the final report:

 Anthony Rainey – Finance Director
 Raul Herrera – Accounting Specialist II



www.vasquez.cpa

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

SUBJECT: CONSIDERATION OF APPROVING A HOME SAFETY PROGRAM THAT GIVES INCENTIVES TO RESIDENTS WHO HOST A NEIGHBORHOOD WATCH MEETING AND ALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) TO FUND THE PROPOSED PROGRAM.

RECOMMENDATION:

Staff recommends that City Council approve a Home Safety Program that will give incentives to residents who host a Neighborhood Watch meeting.

BACKGROUND:

The City and Sheriff's Department have been hosting Community Watch Meetings that include both Business and Neighborhood Watch components, which are one of the oldest and best-known crime prevention concepts employed in residential areas involving local citizens.

The program allows the Sheriff's Department and City staff to hear first-hand what's important to the community. This is not only an opportunity for residents to share concerns and problem-solving ideas, but it's a chance for us to connect with those we serve personally and professionally, ultimately enhancing the quality of life in Maywood neighborhoods.

Currently, meetings are scheduled quarterly and have been hosted at different business locations throughout Maywood.

DISCUSSION:

The City of Maywood seeks to provide residents with opportunities to further enhance community safety by strengthening neighborhood vigilance and security. In a continued effort to improve public safety, the City is introducing the Home Safety Incentive Program to allow residents who will host a Neighborhood Watch meeting to acquire a fixed amount of public safety equipment such as security cameras. The Home Safety Incentive Program will help recruit and enlist the active participation of residents to host a Neighborhood Watch meeting within their specific residential area with their adjacent neighbors in attendance, while also helping reduce the incidence of crime in the community. As proposed by Councilmember De La Riva at a past City Council meeting, staff researched the cost of incentives, and recommends a Ring doorbell or solar floodlight.

Home Safety Incentive Program:

In order to qualify, residents must meet the following criteria:

- Fill out an interest form to host a Neighborhood Watch meeting (form attached)
- Help promote Community Watch meetings

The cost for a Ring doorbell and a solar floodlight is as follows:

- A - Ring Doorbell \$99.00 plus tax = \$104.01 each x 5 = \$520.05
- B - Solar Floodlight \$89.00 plus tax = \$98.54 each x 5 = \$492.70
- C - Total (A plus B) = \$1,012.75

The City has been allocated \$6M from the American Rescue Plan Act (ARPA). These funds can be used for the proposed programming to promote public safety and violence prevention. It is proposed that five of at least one product be purchased for the remainder of the fiscal year.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There are sufficient American Rescue Plan Act (ARPA) proceeds available to fund the proposed safety program. The City Council would need to allocate the funds according to the desired product and quantity.

F.Y. 22-23 Impact: TBD	Current F.Y. Budget: 2022/2023
Fund Impacted: 273 - Local Fiscal Recovery Fund	Budget adjustment requested: \$0
Source of funds: American Rescue Plan Act (ARPA) funds	Updated Account Budget: Not applicable
Account Number: 6313 - Community Events	For fiscal year: 2022/2023

ATTACHMENT(S)

1. Neighborhood Watch Interest Form 2023
2. Neighborhood Watch Manual



**City of Maywood / ELA Sheriff Department
Neighborhood Watch Program
Interest Form**

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ email: _____

NEIGHBORHOOD GROUP INFORMATION (If available)

We encourage all Neighborhood Watch groups to register one email address so that we can communicate quickly with each group. Please identify one person in your Neighborhood Watch Group who will accept and share messages about Crime Prevention initiatives.

Email: _____

Neighborhood Location: _____

Topics of interest:

- | | |
|--|---|
| ☐ How to report a crime | ☐ Crime prevention safety tips |
| ☐ Staying Safe | ☐ Knowing what to watch for |
| ☐ Reporting Emergency & Non-emergency crime | ☐ Tips on Keeping home safe |
| ☐ Other: _____ | |

Please drop off form at sub-station email it to Deputy Dwight Aguayo at daaguayo@lasd.org or you

To qualify as a Neighborhood Watch, 5-10 member residents must agree to be part of the original group. **If available, please list the individuals below.**

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Name: _____ Phone: _____

Email: _____ Signature: _____

Neighborhood Watch Manual

Manual de Vigilancia Vecinal



What is Neighborhood Watch?

A Neighborhood Watch program is a group of people living in the same area who want to make their neighborhood safer by working together and in conjunction with local law enforcement to reduce crime and improve their quality of life. This group consists of 5-10 surrounding neighbors, depending on the neighborhood block. Surrounding neighbors include the back, front, and sides of a home. The groups have regular meetings to plan how they will accomplish their specific goals. Neighborhood Watch groups have specific leaders and assign responsibilities.

¿Qué es la Vigilancia Vecinal?

Un programa de Vigilancia Vecinal es un grupo de personas que viven en la misma área que desean hacer que su vecindario sea más seguro trabajando juntos y en conjunto con las autoridades locales para reducir el crimen y mejorar su calidad de vida. El grupo consta de 5 a 10 vecinos de los alrededores, dependiendo de la cuadra del vecindario. Los vecinos circundantes incluyen la parte posterior, frontal y lateral de una casa. Los grupos tienen reuniones periódicas para planificar cómo lograrán sus objetivos específicos. Los grupos de Vigilancia Vecinal tienen líderes específicos y asignan responsabilidades.

Benefits of Neighborhood Watch Program

The Neighborhood Watch program not only offers crime reduction, it provides community members with a greater sense of security, responsibility, and personal control. These groups build community pride, unity, and prepare us for helping ourselves and others in our community.

Beneficios del Programa de Vigilancia Vecinal

El programa de Vigilancia no solo ofrece reducción del crimen, sino que proporciona a los miembros de la comunidad un mayor sentido de seguridad, responsabilidad y control personal. Los grupos fomentan el orgullo y la unidad de la comunidad y nos preparan para ayudarnos a nosotros mismos y a los demás en nuestra comunidad.

Objectives and Purpose

The Neighborhood Watch Program serves as the eyes and ears of East Los Angeles Sheriff's Department. The group strives to keep the community safe through proper reporting of crimes, and this cooperation will assist the Deputies so that they can provide its community residents with excellent service. The program enlists the active participation of residents to be observant and alert as to what is happening in the neighborhood.

Neighborhood Watch **does NOT** give residents the power to take law enforcement action when observing suspicious activity and the Sheriffs do not encourage residents to "patrol" neighborhoods or put themselves at risk. Community members are the extra eyes and ears of the Sheriff's Department and should report suspicious activity.

Objetivos y Propósitos

El Programa de Vigilancia Vecinal sirve como los ojos y oídos del Departamento del Sheriff del Este de Los Ángeles. El grupo se esfuerza por mantener segura a la comunidad mediante la denuncia adecuada de delitos, y esta cooperación ayudará a los diputados para que puedan brindar un excelente servicio a los residentes de la comunidad. El programa alista la participación activa de los residentes para estar atentos y alertas a lo que sucede en el vecindario.

Este programa **NO** otorga a los residentes el poder de tomar medidas para hacer cumplir la ley cuando observan actividades sospechosas y los alguaciles no alientan a los residentes a "patrullar" los vecindarios o ponerse en riesgo. Los miembros de la comunidad son los ojos y oídos adicionales del Departamento del Sheriff y deben reportar cualquier actividad sospechosa.

Who is Involved?

Any Maywood resident can be involved in a Neighborhood Watch group. Let's review the roles and responsibilities of participants:

Role of Law Enforcement

- Promoting the Neighborhood Watch Program
- Assist group with meeting presenters
- Train and guide the group
- Build and maintain community partnerships
- Review
 - Look at recent calls for service
 - Drive through the area to assess it
 - Find out why the group wants to start

Role of Block Captain

- Acts as a liaison between block residents and the coordinator
- Establishes a “telephone chain” or email list
- Encourages neighbors to join
- Keeps in contact with immediate residents

Role of Resident Participants

- Report suspicious activity
- Stay informed
- Attend watch meetings
- Participate in watch activities

¿Quiénes están involucrados?

Todos los residente de Maywood puede participar en un grupo de Vigilancia Vecinal. Vamos a revisar las responsabilidades de los participantes, para que pueda encontrar su lugar dentro del grup de vigilancia comunitario:

Rol de orden público

- Promoción del programa de vigilancia vecinal
- Ayudar a los grupos para conocer a los presentadores
- Capacitación y orientación del grupo ❖ Edificar y mantener asociaciones comunitarias
- Revisión
 - Revisar las llamadas recientes por servicios
 - Conducir por la zona para evaluarlas
 - Indague por qué el grupo quiere comenzar

Rol del Coordinador de Zona

- Trabaja como enlace entre la policía y los capitanes de manzana
- Participa o coordina los programas de capacitación
- Obtiene y distribuye materiales a los capitanes de manzana
- Expande el programa y mantiene las listas

Rol de los Participantes Residentes

- Reportar actividades sospechosas
- Mantenerse informado
- Asistir a las reuniones de observación
- Participar en las actividades de observación

Starting a Group

Starting a group is as simple as five steps. Listed below is the list of what you must complete to form a recognized Neighborhood Watch group.

1. Recruit and organize your neighbors (ideal size of 5-10 neighbors per group).
2. Go online to
www.cityofmaywood.org/communityservice/communitywatchprogram and download the interest form.
3. **Drop off form at sub-station or email it to Deputy Dwight Aguayo at daaguayo@lasd.org.**
4. Host kickoff meeting and establish how regularly the group would like to meet.
5. Discuss community concerns and develop an action plan.

Iniciar un grupo

Comenzar un grupo es tan simple como cinco pasos. A continuación se incluye la lista de lo que debe completar para formar un grupo de Vigilancia Vecinal reconocido.

1. Recluta y organiza a tus vecinos (5 a 10 vecinos por grupo)
2. Vaya en línea a
www.cityofmaywood.org/communityservice/communitywatchprogram y descargue el formulario de solicitud.
6. **Envíe el formulario de correo electrónico a Deputy Dwight Aguayo daaguayo@lasd.org.**
3. Organice la reunión inicial y establezca con qué frecuencia le gustaría reunirse al grupo.
4. Discutir las preocupaciones de la comunidad y desarrollar un plan de acción.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: January 25, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6285 - SETTING THE DAY AND TIME FOR REGULAR MEETINGS OF THE CITY COUNCIL INCLUDING CLOSED SESSIONS WHEN NECESSARY

RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 6285 Setting the Day and Time for Regular City Council Meetings Including Regular Closed Sessions.

BACKGROUND:

The City has two Council Meetings per month: the second and fourth Tuesday starting at 7:00 p.m. Pursuant to Maywood Municipal Code 2-1.01 entitled "*Regular meetings*", "[r]egular meetings of the City Council shall be held at least once a month and the date and time of the meetings shall be set by City Council resolution pursuant to Government Code Section 36805." Accordingly, Staff is bringing forward this item to adopt a Resolution to set the day and time of City Council meetings.

DISCUSSION:

Each meeting requires a separate agenda with staff reports, all of which takes time and requires the involvement of all department heads. In addition, we contract with a translator and have Sheriff personnel attend each meeting. The inherent difficulty of holding two meetings every month is the amount of staff time that is required for each meeting and the additional expense of keeping City Hall open and staffed twice per month. At times there have been months where there is not sufficient business to hold two meetings and at those times meetings have been canceled.

Staff suggests that the City Council consider the following options:

1. Change the regular City Council meeting to once a month on the fourth Wednesday of each month and change the start time to 5:30 pm for closed sessions (only when needed) so the public will still have time to participate in those meetings and the start time to 6:00 pm for the City Council's regular meeting.
2. Alternatively, remain with two monthly meetings with an earlier start time for closed session items.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

If the City Council chooses to only hold one meeting per month, there will be savings in costs related to staff, building utilities, and translators.

F.Y. 22-23 Impact:	Current F.Y. Budget:
Fund Impacted:	Budget adjustment requested:
Source of funds:	Updated Account Budget:
Account Number:	For fiscal year:

ATTACHMENT(S)

RESOLUTION NO. 6285

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD SETTING THE DAY AND TIME FOR REGULAR CITY
COUNCIL MEETINGS INCLUDING REGULAR CLOSED SESSIONS**

WHEREAS, the City Council directed staff to prepare a resolution establishing new dates and time for its regular City Council meetings;

WHEREAS, the City Council has selected the fourth Wednesday of each month as the new date and selected 6:00 p.m. as the new start time for its regular City Council meetings; and

WHEREAS, the City Council will formalize the time for closed sessions, if needed, to begin prior to the regular City Council meeting.

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

Section 1. The City Council shall hold its regular City Council meetings on the fourth Wednesday of each month at 6:00 p.m., and on such other days and at such other times as may be designated in the call for a special meeting. A closed session shall be held, when necessary, at 5:30 p.m. on the same day and prior to the regular City Council meeting, and on such other days and at such other times as may be designated in the call for a special meeting.

Section 2. This Resolution shall become effective on February 13, 2023.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 25th day of January, 2023.

Frank Garcia, 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. 6285 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 25th day of January, 2023 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Andrea Aguilar, City Clerk