



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

WEDNESDAY, FEBRUARY 22, 2023 AT 6:00 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/84508625065?pwd=TVZ4VEdUcHdIKzNVY1lwZ0dXcTJoUT09>

Passcode: 326352

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: 845 0862 5065 Passcode: 326352

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

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

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

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

1. MINUTES OF JANUARY 25, 2023 CITY COUNCIL MEETING
2. MINUTES OF JANUARY 30, 2023 ADJOURNED CITY COUNCIL MEETING
3. MINUTES OF FEBRUARY 6, 2023 SPECIAL CITY COUNCIL MEETING
4. RESOLUTION NO. 6286 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
5. REVENUE REPORT JULY 2022 - JANUARY 2023
6. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO INTERIOR DEMOLITION, INC. FOR BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BLVD.
7. CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CITY FABRICK FOR TECHNICAL PROFESSIONAL SERVICES RELATED TO THE RANDOLPH AVENUE BEAUTIFICATION PROJECT IN THE AMOUNT NOT TO EXCEED \$284,280 AND APPROPRIATE THE NECESSARY FUNDING FROM THE CITY'S GRANT AWARD FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT'S MEASURE A TECHNICAL ASSISTANCE PROGRAM.
8. ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FY 2021-2022 (CDBG)
9. CONSIDERATION OF APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND CROSSTOWN ELECTRICAL & DATA, INC. TO INCREASE THE COMPENSATION FOR SERVICES DURING THE EXTENDED TERMS OF THE AGREEMENT.

IX. DISCUSSION/ACTION ITEMS

10. DISCUSSION REGARDING SPRING/SUMMER PROGRAMMING FOR MAYWOOD RESIDENTS AT THE YMCA AND APPROPRIATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR PROGRAMS.

11. CONSIDERATION OF THE CITY OF MAYWOOD MEMBERSHIP IN THE GATEWAYS CITIES AFFORDABLE HOUSING TRUST, A JOINT POWERS AUTHORITY (JPA), AND APPROVAL OF RESOLUTION NO. 6287 APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT AND AUTHORIZING THE CITY'S PARTICIPATION
12. CANNABIS LICENSE RENEWAL UPDATE FOR A COMMERCIAL CANNABIS RETAIL LICENSE FOR FIREHOUSE HEALTHCARE INDUSTRIES, INCORPORATED DOING BUSINESS AS (DBA)FIREHOUSE 365 LOCATED AT 6118 ATLANTIC BOULEVARD

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 Adjourned Meeting of the Maywood City Council on Monday, March 6, 2023 at 6:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

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





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

WEDNESDAY, JANUARY 25, 2023 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

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

II. CITY OFFICIALS

MAYOR

Frank Garcia (present)

CITY CLERK

Andrea Aguilar (present)

MAYOR PRO TEM

Mayra Aguiluz (present)

CITY TREASURER

Mary Mariscal (absent)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Heber Marquez (present)

Jessica Torres (absent)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (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: 813 1867 8330 Passcode: 507719 or

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor and Council Members provided community updates.

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

The following spoke on Agenda items: None

VI. PRESENTATIONS

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

Nancy Pfeffer, Executive Director of Gateway Cities Council of Governments presented 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.

Mayor Garcia presented a Certificate of Recognition to Rajas con Crema Restaurant for being on Yelp's Top 100 places to eat in Los Angeles.

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

Mayor Garcia opened the Public Hearing.

The following spoke on the Public Hearing item: None

Motion to adopt Resolution No. 6281 approving the Fiscal Year 2023-2024 Community Development Block Grant Program Budget by De La Riva. Second by Mayor Garcia. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

VIII. CONSENT CALENDAR

2. MINUTES OF JANUARY 11, 2023 CITY COUNCIL MEETING

Motion to approve the Minutes of January 11, 2023 City Council Meeting by De La Riva. Second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

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

Motion to 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 by De La Riva. Second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

4. REVENUE REPORT JULY - DECEMBER 2022

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

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).

Motion to make the findings 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 De La Riva. Second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

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.

Motion to 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 by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

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

Motion to adopt Resolution No. 6283 Approving a wage and benefit package for City Non-Represented Exempt Employees by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

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

Motion to adopt Resolution No. 6284 Approving the City's updated Comprehensive Pay Schedule in accordance with California Public Employees Retirement System (CalPERS) regulations by De La Riva. Second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

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).

Motion to 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) by De La Riva. Second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

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.

Motion to approve a Home Safety Program that will give incentives to residents who host a Neighborhood Watch meeting and allocate \$1,020 from the American Rescue Plan Act (ARPA) to fund the Program by Mayor Garcia. Second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

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

Motion to adopt Resolution No. 6285 Setting the meeting day to once a month on the fourth Wednesday of each month and changing the start time to 6:00 p.m. for Regular City Council Meetings, including the start time for the Regular Closed Sessions to 5:30 p.m., when needed by Mayor Garcia. Second by Marquez . AYES: De La Riva, Marquez, Aguiluz, Garcia. PASSES

X. CLOSED SESSION

None

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

The following spoke on Non-Agenda items:

- 1) Julisa Leon
- 2) Jose Mendoza

XII. ADJOURNMENT

Meeting adjourned In the Memory of the 11 victims of the Monterey Park shooting and the 7 victims of the Half Moon Bay shooting at approximately 7:44 p.m. to the Adjourned Meeting of the Maywood City Council on Monday, July 30, 2023 at 4:30 p.m.

Frank Garcia, Mayor

ATTEST:

Andrea Aguilar, City Clerk



AGENDA 2
ITEM NO. _____

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

MONDAY, JANUARY 30, 2023 AT 4:30 PM

I. CALL TO ORDER/ROLL CALL

Mayor Pro Tem Aguiluz called to order at approximately 4:45 p.m.

II. CITY OFFICIALS

MAYOR

Frank Garcia (excused)

CITY CLERK

Andrea Aguilar (teleconference)

MAYOR PRO TEM

Mayra Aguiluz (present)

CITY TREASURER

Mary Mariscal (absent)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Heber Marquez (teleconference)

Jessica Torres (excused)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (teleconference)

Anthony Rainey, Interim Finance Director (teleconference)

Shirley Quiñones, Deputy City Clerk (present)

III. MEETING PROCEDURES

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IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

None

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

The following spoke on Agenda items:

1) Jasmine

VI. DISCUSSION/ACTION ITEMS

1. CONSIDERATION OF ADOPTION OF URGENCY ORDINANCE NO. 23-01-U, AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA ESTABLISHING AN INTERIM PROHIBITION OF RENT INCREASES ON CERTAIN RESIDENTIAL PROPERTIES FOR SIXTY (60) DAYS WITH THE ABILITY TO EXTEND FURTHER; AND FINDING THAT THE URGENCY ORDINANCE IS NOT A PROJECT PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY GUIDELINES SECTION 15060(C)(2) AND 15060(C)(3).

City Attorney provided an informational report.

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

The following spoke on Non-Agenda items: None

VII. ADJOURNMENT

Meeting adjourned at approximately 4:55 p.m. to the adjourned meeting of the Maywood City Council, Tuesday, February 21, 2023 at 7:00 p.m.

Mayra Aguiluz, Mayor Pro Tem

ATTEST:

Andrea Aguilar, City Clerk



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

MONDAY, FEBRUARY 6, 2023 AT 5:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Garcia called to order at approximately 5:03 p.m.

II. CITY OFFICIALS

MAYOR

Frank Garcia (present)

CITY CLERK

Andrea Aguilar (teleconference)

MAYOR PRO TEM

Mayra Aguiluz (present)

CITY TREASURER

Mary Mariscal (absent)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Heber Marquez (present)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (teleconference)

Shirley Quiñones, Deputy City Clerk (present)

III. MEETING PROCEDURES

PUBLIC ADVISORY: This meeting was conducted in person and by video-conferencing pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

OBSERVERS WERE ABLE TO VIEW THE MEETING IN-PERSON AND LIVESTREAMED VIA THE CITY'S FACEBOOK AT: <https://www.facebook.com/cityofmaywood> OR BY ZOOM AT:

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

<https://us02web.zoom.us/j/86041763406?pwd=cEJNTUZycnJWTVgwT01vY1BIbVJzZz09>

Passcode: 495346

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

None

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

The following spoke on Agenda items:

- 1) Ashley Orona
- 2) Jasmine Gonzalez
- 3) Alberto Espirauta
- 4) Don
- 5) David Jervis

VI. DISCUSSION/ACTION ITEMS

1. CONSIDERATION OF ADOPTION OF URGENCY ORDINANCE NO. 23-01-U, AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA ESTABLISHING AN INTERIM PROHIBITION OF RENT INCREASES ON CERTAIN RESIDENTIAL PROPERTIES FOR SIXTY (60) DAYS WITH THE ABILITY TO EXTEND FURTHER; AND FINDING THAT THE URGENCY ORDINANCE IS NOT A PROJECT PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY GUIDELINES SECTION 15060(C)(2) AND 15060(C)(3).

Motion to waive full reading of Urgency Ordinance No. 23-01-U, and adopt Urgency Ordinance No. 23-01-U imposing a temporary prohibition on residential rent increases for a period of 60 days with the ability to extend further by Marquez. Second by De La Riva. AYES: Torres, De La Riva, Marquez, Aguiluz, Garcia. PASSES

VII. ADJOURNMENT

Meeting adjourned In the Memory of Lorenzo Torres Nuñez and Guadalupe Flores at approximately 5:28 p.m. to the Adjourned Meeting of the Maywood City Council on Tuesday, February 21, 2023 at 6:00 p.m.

Frank Garcia, Mayor

ATTEST:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: RESOLUTION NO. 6286 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

It is staff's recommendation that the City Council receive, approve and file the warrant registers for:

1. Accounts Payable in the form of pre-paid warrants of check numbers 090425 through 090548 totaling \$1,186,480.85, and
2. Wire Transfers and Automated Clearing House (ACH) that used electronic funds transfer (EFT) dated 01/17/2023 through 02/14/2023 that covered the net payroll dated 01/01/2023 through 01/14/2023 and adopt Resolution 6286 approving Warrants for Payment.

BACKGROUND:

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

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

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

The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance

staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

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

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

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

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

B - DOCUMENTATION – The City uses a Management Control by producing a *summary document* (Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY 2022-23 budget.

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

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

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 01/17/2023 through 02/14/2023 are \$1,607,481.46.

F.Y. 22-23 Impact: Various Funds	Current F.Y. Budget: 2022/2023
Funds Impacted:	Budget adjustment requested: Not applicable

▪ Fund-100 - General Fund ▪ Fund 212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund ▪ Fund 214 - Transportation Development Act (TDA) Bikeway Fund ▪ Fund 216 - SB-1 Road Maintenance Rehabilitation Act Fund ▪ Fund 221 - Proposition A Transit Fund ▪ Fund 222 - Proposition C Transit Fund ▪ Fund 224 - Measure R Transit Fund ▪ Fund 225 - Measure M Transit Fund ▪ Fund 243 - Community Development Block Grant (CDBG) Fund ▪ Fund 251 - Street Lighting Fund ▪ Fund 261 - Federal / State / County Grants fund ▪ Fund 272 - Measure A Parks Fund ▪ Fund 273 - Local Fiscal Recovery Fund [American Rescue Plan act (ARPA)] Fund ▪ Fund 280 - Measure W Safe Clean Water Program Fund ▪ Fund 412 - Sewer Enterprise Fund ▪ Fund 611 - Redevelopment "Successor" Agency Fund	
Source of funds: Various funds	Updated Account Budget: Not applicable
Account Number: Various General Ledger (GL) accounts	For fiscal year: 2022/2023

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 2.22.23
2. Exhibit B Warrant Register Detail 2.22.23

RESOLUTION NO. 6286

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD
COMMUNITY
REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR
PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance, and

WHEREAS, the Director of Finance has certified to the accuracy and
availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City of Maywood and
Successor Agency to the Maywood Community Redevelopment Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH)
Transactions for \$1,608,481.46 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 22nd day of February, 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. 6286 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 22nd day of February, 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, February 22, 2023

Accounts Payable

Amount

Accounts Payable prepaid warrants for payment: Checks No. 090425 - 090548
Accounts Payable regular warrants for payment: Check No.

\$ 1,185,480.85

Sub-total \$ 1,185,480.85

Wire Transfers/ACH Transactions

01/17/23	US Bank - Analysis Service Charge	\$ 125.00
01/18/23	CalPERS Employer Contribution 12/4/2022 - 12/17/2022	\$ 7,259.89
01/19/23	Payroll Pay Period 1/1/2023 - 1/14/2023	\$ 52,407.88
01/20/23	ADP Payroll Fees	\$ 459.64
01/27/23	Well Fargo - Maywood CDD Tax Alloc 2017A1, A2, B - Interest	\$ 246,545.63
01/31/23	CalPERS Employer Contribution 12/18/2022 - 12/31/2022	\$ 7,157.91
02/01/23	US Bank - Merchant Fees	\$ 540.96
02/02/23	Payroll Pay Period 1/5/2023 - 1/28/2023	\$ 49,499.60
02/02/23	CalPERS Health Premium February 2023	\$ 25,405.62
02/02/23	CalPERS Unfunded Liability Payment Plan - Safety & Misc. Employees - February 2023	\$ 9,872.83
02/07/23	8x8 Inc - Monthly Phone Maintenance	\$ 415.07
02/13/23	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - February 2022	\$ 22,355.58
02/14/23	US Bank - Analysis Service Charge	\$ 80.00

Sub-total \$ 422,000.61

Total Demands \$ 1,607,481.46

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090425		2/17/2023	Spoiled- Printing Error	0.00		
090426	p	1/31/2023	AFSCME District Council 36	266.51	AFSCME Member Dues for paycheck 1/19/2023	General Fund 100
090427	p	1/31/2023	Andrea Nohemi Aguilar	300.00	City Clerk Stipend February 2023	General Fund 100
090428	p	1/31/2023	Angel Villegas	852.90	Retiree Medical Reimbursement Feb 2023	General Fund 100
090429	p	1/31/2023	Benefit Coordinators Corporation (BCC)	1,994.20	Dental and Vision Benefits for February 2023	General Fund 100
090430	p	1/31/2023	Brent Talmo	852.90	Retiree Medical Reimbursement Feb 2023	General Fund 100
090431	p	1/31/2023	Bruce Leflar	1,051.79	Retiree Medical Reimbursement Feb 2023	General Fund 100
090432	p	1/31/2023	California Waters Development, Inc.	17,510.04	Aquatic Center Pool Replasti Proj Prog Pmt #3 Reissue	Federal / State / County Grants 261
090433	p	1/31/2023	Christine M. Locher	269.02	Retiree Medical Reimbursement Feb 2023	General Fund 100
090434	p	1/31/2023	Edward Ahrens	1,358.28	Retiree Medical Reimbursement Feb 2023	General Fund 100
090435	p	1/31/2023	Mary Mariscal	50.00	February 2023 Treasurer Stipend	General Fund 100
090436	p	1/31/2023	Robert Leach	1,005.00	Retiree Medical Reimbursement Feb 2023	General Fund 100
090437	p	1/31/2023	Ronald Lindsey	1,261.61	Retiree Medical Reimbursement Feb 2023	General Fund 100
090438	p	1/31/2023	Scott C. Anderson	1,358.28	Retiree Medical Reimbursement Feb 2023	General Fund 100
090439	p	1/31/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	435,203.01	Public Safety Service- December 2022	General Fund 100
090440	p	1/31/2023	Southern California Edison	14.52	4801 E 58th St TPP 12/04/22- 01/11/23	General Fund 100
				106.02	5317 Atlantic Ave PED 12/16/22- 01/16/23	Gas Tax - Fund 212
				7,029.09	Acct. 700405260081 Evertt Ave. PED 12/01/22-12/31/23	Gas Tax - Fund 212
				158.64	5916 King/5913 Mayflower PED 12/09/22-01/08/23	SB-1 Road Maintenance Rehabilitation Act Fund 216

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090441	p	1/31/2023	The Gas Company	489.45	4319 Slauson Ave. 12/08/22-01/09/23	General Fund 100
				735.30	4319 Slauson Ave. 12/08/22-1/9/23	General Fund 100
090442	p	1/31/2023	U.S. Bank Operations Center	28,866.18	Acct.#247468000 Cert of Participation, 2022 Series A	General Fund 100
090443-1	p	2/3/2023	A-A Backflow Testing	140.00	Backflow Device repair at Riverfront Park	General Fund 100
				1,210.00	Backflow Device testing	General Fund 100
090444-1	p	2/3/2023	A-CO Temporary Power Inc.	54.75	CR 2/3/2023	General Fund 100
090445-1	p	2/3/2023	Alta Environmental	842.05	Professional Services MS4 Permit Support- December 2022	General Fund 100
090446-1	p	2/3/2023	Amazon Capital Services	30.04	Desk Calendar	General Fund 100
				94.58	File Boxes	General Fund 100
				113.60	Office Supplies	General Fund 100
				11.86	Parking Enforcement Office Supplies	General Fund 100
090447-1	p	2/3/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	177.60	Monthly IT Lease agreement- January 2023	General Fund 100
		2/3/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	Monthly IT/ Assessment - January 2023	General Fund 100
090448-1	p	2/3/2023	Cat Specialties Inc.	82.69	Parking Enforcement Uniform Shirts	General Fund 100
		2/3/2023	Cat Specialties Inc.	468.60	Pixley Park Banner	General Fund 100
		2/3/2023	Cat Specialties Inc.	27.56	Uniform Jacket embroider city seal	General Fund 100
		2/3/2023	Cat Specialties Inc.	307.85	Uniform shirt patches	General Fund 100
090449-1	p	2/3/2023	CoreLogic Solutions LLC.	150.00	Property Finder Service for December 2022	General Fund 100
090451-1	p	2/3/2023	Crosstown Electrical & Data Inc.	1,320.00	Atlantic Ave Installed Christmas decorations tested good obs	General Fund 100
				264.00	Atlantic Ave/Slauson Ave Installed Christmas decorations tes	General Fund 100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
090451-1	p	2/3/2023	Crosstown Electrical & Data Inc.	132.00	City Hall Repair wall mounted lights- December 2022	General Fund	100
				928.00	Heliotrope City Park-Street Light Knockdown - December 2022	General Fund	100
				3,168.00	Various I/S Installed Christmas decorations tested good obse	General Fund	100
				619.66	6114 Vinedale- Safety/Street lights troubleshot removed & in	Street Lighting Fund	251
				2,944.88	Altantac & Slauson-Repair Light Poles - December 2022	Street Lighting Fund	251
				282.00	Atlantic Blvd/58th St - Troubleshot S/L pole - Dec 2022	Street Lighting Fund	251
				1,840.00	Preventative Maintenance - December 2022	Street Lighting Fund	251
				382.98	Slauson Ave/ Carmelita Ave Countdown/Don't Walk Ped module	Street Lighting Fund	251
				66.00	Slauson Ave/Alamo Ave EB NWC- Ped head hit lane closure- Dec	Street Lighting Fund	251
				231.00	Slauson Ave/Alamo Ave Re-aligned and secured- Dec 2023	Street Lighting Fund	251
				924.00	Slauson Ave/Alamo/Randolph Safety street lights set up lane	Street Lighting Fund	251
				567.19	Slauson Ave/Maywood Ave Don't Walk ped module set-up lane	Street Lighting Fund	251
				1,823.58	Slauson Ave/Maywood Ave Set up lane closure, crane, set I/S	Street Lighting Fund	251
090452-1	p	2/3/2023	Dapeer, Rosenblit & Litvak, LLP	946.20	Code Enforcement Legal Service 12/02/22-12/31/22	General Fund	100
090453-1	p	2/3/2023	Dave and Frank Automotive	274.88	VIN#1N4BZ0CPXHC308459 Replace engine under shield and hardwa	General Fund	100
090454-1	p	2/3/2023	Dewey Pest Control	141.00	January 2023 Pest Control Service	General Fund	100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090455-1	p	2/3/2023	Diana Cho & Associates	594.00	CDBG Code Enforcement Consulting - December 2022	CDBG 243
		2/3/2023	Diana Cho & Associates	1,056.00	CDBG Code Enforcement Consulting - November 2022	CDBG 243
		2/3/2023	Diana Cho & Associates	308.00	CDBG Sidewalk Rehab Proj FY21-22 Nov 22	CDBG 243
		2/3/2023	Diana Cho & Associates	1,100.00	CDBG SRP FY21-22 Dec 2022	CDBG 243
090456-1	p	2/3/2023	Environmental Science Associates	8,302.50	Prof Serv for Climate In Action/Resiliency Plan - 11/1/22 to	Federal / State / County Grants 261
090457-1	p	2/3/2023	Expert Building Maintenance LLC	7,600.00	City Hall, Police Station & Parks Janitorial Serv - December	General Fund 100
		2/3/2023	Expert Building Maintenance LLC	900.00	City Hall/Police Dept. Additional Janitorial Service- Aug 20	General Fund 100
		2/3/2023	Expert Building Maintenance LLC	900.00	City Hall/Police Dept. Additional Janitorial Svc Dec2022	General Fund 100
090458-1	p	2/3/2023	Graffiti Protective Coatings	5,232.93	Citywide Graffiti Removal- November 2022	Proposition C Transit Fund 222
		2/3/2023	Graffiti Protective Coatings	13,235.20	Graffiti Bus Shelter Maintenance - December 2022	CDBG 243
090459-1	p	2/3/2023	Myers & Sons Hi-Way Safety Inc.	185.65	No Trespassing Signs for City own properties	General Fund 100
		2/3/2023	Myers & Sons Hi-Way Safety Inc.	227.72	Street Sweeping signs for Walker Ave	General Fund 100
090460-1	p	2/3/2023	Hinderliter de Llamas & Assoc.	15,000.00	Cannabis Management Program- December 2022	General Fund 100
090461-1	p	2/3/2023	Home Depot Commercial Acct Pro	249.13	Building Janitorial Supplies	General Fund 100
		2/3/2023	Home Depot Commercial Acct Pro	324.42	Building Maintenance Supplies	General Fund 100
090462-1	p	2/3/2023	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant - 12-15-23 to 1-15-2	General Fund 100
090463-1	p	2/3/2023	KOA Corporation	8,252.80	Active Transportation Plan Proj - Nov 2022	Federal / State / County Grants 261
090464-1	p	2/3/2023	L.B. Johnson Hardware #1	21.88	Cement Bags	General Fund 100
				183.89	City Hall roof patch materials	General Fund 100
				56.90	Duct Tape	General Fund 100
				56.92	Gloves	General Fund 100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090464-1	p	2/3/2023	L.B. Johnson Hardware #1	12.58	Nail gun nails	General Fund 100
				161.97	Patch Material for Roofs	General Fund 100
				210.13	Patch Materials for BPUSD roof	General Fund 100
				45.95	PPE for Hub Cities	General Fund 100
				198.12	Roof patching material for the library	General Fund 100
				20.25	Shop Towels and Plastic Plugs for banner installation and cl	General Fund 100
				99.02	Supplies for CALFIRE Forest Grant	Federal / State / County Grants 261
090465-1	p	2/3/2023	LACMTA FILE #54924-0	1,096.00	Metro Tap Cards- December 2022	Proposition C Transit 222
090466-1	p	2/3/2023	LGP Equipment Rentals	635.00	Scissor lift rental for pre-bid	General Fund 100
090467-1	p	2/3/2023	Maywood Car Wash	402.91	Fuel for City Vehicles - December 2022	General Fund 100
090468-1	p	2/3/2023	Metro Transit Services	36,453.27	Public Transportation & Dial-A-Ride Services - December 2022	Proposition A Transit Fund 221
090469-1	p	2/3/2023	North Star Landcare	4,075.50	Landscape Services for December 2022	General Fund 100
				5,755.75	Landscape Services for December 2022	Gas Tax - Fund 212
090470-1	p	2/3/2023	QDoxs	37.78	Contract Base Rate Charge 1/5/23 to 2/4/23	General Fund 100
090471-1	p	2/3/2023	The Home Depot Pro	53.75	Building Janitorial Supplies	General Fund 100
090473-1	p	2/3/2023	Transtech Engineers Inc	702.00	5800 King LS PC- November 2022	General Fund 100
				2,425.00	Aquatic Center Pool Replast- November 2022	General Fund 100
				829.50	ATP CYC 5 Coord/Bike Master Plan Dev- November 2022	General Fund 100
				6,936.00	Building and Safety Services- November 2022	General Fund 100
				2,199.00	CIP Riverfront Pk Outdoor Fitness Equip Install CMCI- Novemb	General Fund 100
				468.00	City Engineering Services - November 2022	General Fund 100
				1,974.00	Clean California Grant Design RFP	General Fund 100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090473-1	p	2/3/2023	Transtech Engineers Inc	420.75	DBE CalTrans Annual Submittal Form FY22-23 - November 2022	General Fund 100
				2,446.50	Encroachment Permits - November 2022	General Fund 100
				858.00	HVAC Replacement Project- November 2022	General Fund 100
				78.00	MISC Traff, Engineer, Studies, Request, Reviews- November 20	General Fund 100
				9,581.00	PW Encroachment Permint Insp-Serv-November 2022	General Fund 100
				1,298.50	Utilities Underground District- November 2022	General Fund 100
				1,410.00	CIP Slauson Ave Corridor Imp - November 2022	Gas Tax - Fund 212
				435.00	TDA Pedestrian Improv Proj CMCI- November 2022	Transportaion Development Act (TDA) 214
				11,751.75	CBDG Sidewalk Curb Ramp ADA Imp FY 21-22 - November 2022	CDBG 243
				468.00	Sewer Charge Assessment District - November 2022	Sewer Enterprise Fund 412
090474-1	p	2/3/2023	ULINE INC.	143.10	Dog waste bags	General Fund 100
090475-1	p	2/3/2023	Shade Structures Inc./USA Shade & Fabric Structures	42,926.43	Shade Structure for Riverfront Park	Measure A Parks Fund 272
090476-1	p	2/3/2023	Zumar Industries Inc.	553.08	Maywood Street signs and hardware	General Fund 100
090477	p	2/17/2023	ACC Business	824.22	Internet Services from 1/11/23- 2/10/23	General Fund 100
090478	p	2/17/2023	Alta Environmental	450.00	Professional Services MS4 - Aug. 2022 Remaining Bal.	General Fund 100
		2/17/2023	Alta Environmental	2,555.18	Professional Services MS4 Permit Support- Jan 2023	General Fund 100
090479	p	2/17/2023	Amazon Capital Services	1,422.41	Annual Business Prime Membership Fee	General Fund 100
		2/17/2023	Amazon Capital Services	152.94	Community Services Office Supplies	General Fund 100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
090479	p	2/17/2023	Amazon Capital Services	100.92	Flood Lights	General Fund	100
				43.79	HR Office Supplies	General Fund	100
				11.05	Planning Div. Supplies	General Fund	100
				1,012.75	Community Event Supplies	Local Fiscal Recovery	273
090480	p	2/17/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	270.18	Monthly IT Lease agreement- February 2023	General Fund	100
				3,630.00	Monthly IT/Assessment- February 2023	General Fund	100
090481	p	2/17/2023	Amigos De Los Rios	1,024.00	Watering Park Tree Services- 11/1/22-12/31/22	General Fund	100
				5,034.00	Street Tree Services- 11/1/22-12/31/22	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
090482	p	2/17/2023	AT&T	26.65	Emergency Elevator Phone Service 12/10/22-01/09/23	General Fund	100
				26.65	Emergency Elevator Phone Service- 01/01/23-01/31/23	General Fund	100
				26.72	Emergency Elevator Phone Service- 1/10/23-2/9/23	General Fund	100
090483	p	2/17/2023	AT & T Long Distance	46.04	Emergency Long Distance Phone Service- December 2022	General Fund	100
090484	p	2/17/2023	Bordin Semmer LLP	6,562.75	City Claims Legal Expense- January 2023	General Fund	100
				6,372.17	City Claims- Legal Expense 01-26-23	General Fund	100
				3,053.15	City Claims- Legal Expense 12-28-22	General Fund	100
090485	p	2/17/2023	Brinks Inc.	9.00	Additional Cash Handling in January 2023	General Fund	100
				218.46	Cash handling Services- 2/1/23-2/28/23	General Fund	100
090486	p	2/17/2023	Burke, Williams & Sorensen, LLP	396.76	Legal Services/ Professional Services- December 2022	General Fund	100
090487	p	2/17/2023	California Consulting Inc.	3,500.00	Grant Writing Consulting Services- February 2023	General Fund	100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090488	p	2/17/2023	California Contract Cities Association - CCCA	50.00	City Manager Meeting Registration	General Fund 100
090489	p	2/17/2023	California Waters Development, Inc.	8,666.62	Retention Release-Aquatic Center Pool Replastering	Federal / State / County Grants 261
090490	p	2/17/2023	Arturo Sanchez dba Calmex Graphics	906.23	Business Cards for Council, Finance & Building Staff	General Fund 100
090491	VOID					VOID CHECK
090492	p	2/17/2023	CoreLogic Solutions LLC.	150.00	Property Finder Service for Jan 2023	General Fund 100
090493	p	2/17/2023	County of L.A. Dept. of Animal Control	5,771.55	Animal Control for December 2022	General Fund 100
090494	p	2/17/2023	Crosstown Electrical & Data Inc.	792.00	Atlantic Blvd/ Slauson Ave Christmas decorations set up - De	General Fund 100
				1,320.00	Atlantic Blvd/ Slauson Ave Christmas decorations set up- Dec	General Fund 100
				1,457.60	Atlantic Blvd/52nd Christmas decorations set up - Dec 2022	General Fund 100
				3,168.00	Various I/S Intalled Christmas decorations tested good- Dec	General Fund 100
				1,452.00	Various I/S- Installed Christmas decorations- Dec 2022	General Fund 100
				6,361.61	Various locations-City supplied photocell power-Dec 2022	General Fund 100
				8,086.07	Citywide-Concrete Seal on Pull Boxes - December 2022	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
				617.09	6014 Vinedale Met with City to show how to protect wire in p	Street Lighting Fund 251
				66.00	Atlantic Blvd/ 57th St Setting up Christmas decorations lane	Street Lighting Fund 251
				3,392.01	Preventive Maintenance- January 2023	Street Lighting Fund 251
090495	p	2/17/2023	Daily Journal Corporation	140.00	Publication of City Council Meeting Change	General Fund 100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
090495	p	2/17/2023	Daily Journal Corporation	1,142.38	Publication of Notice Inviting Bids- For Building Demolition	General Fund	100
090496	p	2/17/2023	Dapeer, Rosenblit & Litvak, LLP	173.16	Code Enforcement Legal Services- 2/18/22-02/28/22	General Fund	100
090497	p	2/17/2023	Dewey Pest Control	141.00	February 2023 Pest Control Service	General Fund	100
090498	p	2/17/2023	Donco & Sons Inc	176.00	Repairs to Marquee sign	General Fund	100
090499	p	2/17/2023	East Yard Communities for Environmental Justice	10,000.00	Community Benefit Fund- Stipends for community memebers pain	General Fund	100
090500	p	2/17/2023	EMPLOYMENT DEVELOPMENT DEPT	958.00	Unemployment Benefit Liability - 10/1/22- 12/31/22	General Fund	100
090501	p	2/17/2023	Everfence Corporation	28,275.00	Batting Cage at Maywood Park	General Fund	100
090502	p	2/17/2023	George Hills Company	1,419.20	City Claims/ Adjuster- January 2023	General Fund	100
090503	p	2/17/2023	Gladwell Governmental Services Inc	1,140.00	Advice, Recommendations for Election Services	General Fund	100
090504	p	2/17/2023	GOGov, Inc. dba GOGovApps	13,920.00	Citizen Request Management (CRM) Subscrip - 12/1/22 to 11/30	General Fund	100
090505	p	2/17/2023	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maintenance- January 2023	Proposition C Transit Fund	222
		2/17/2023	Graffiti Protective Coatings	18,000.00	Citywide Graffiti Removal - December 2022	CDBG	243
090506	p	2/17/2023	HDL Coren & Cone	2,421.95	Property Tax Services - January to March 2023	General Fund	100
				250.00	Services for Cannabis Management Prog- Jan 2023	General Fund	100
090507	p	2/17/2023	HdL Software LLC	180.00	New Accounts Processed- December	General Fund	100
090508	p	2/17/2023	Myers & Sons Hi-Way Safety Inc.	96.36	Handicap signs for Council Meetings	General Fund	100
090509	p	2/17/2023	Myers & Sons Hi-Way Safety Inc.	400.55	Island Markers	Gas Tax - Fund	212
		2/17/2023	Home Depot Commercial Acct Pro	63.18	Public Works Supplies	General Fund	100
090510	p	2/17/2023	Interwest Consulting Group	3,005.94	Building & Safety Plan Review - December 2022	General Fund	100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090510	p	2/17/2023	Interwest Consulting Group	375.00	Plan Review Services for December 2022	General Fund 100
090511	p	2/17/2023	JMG Security System	3,282.00	Installation of Security Equipment per Agreement Job-27786-2	General Fund 100
090512	p	2/17/2023	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry- August 2022	General Fund 100
		2/17/2023	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry- July 2022	General Fund 100
		2/17/2023	Los Angeles Regional Food Bank	150.00	Mobile Food Pantry-October 2022	General Fund 100
		2/17/2023	Los Angeles Regional Food Bank	150.00	Moblile Food Pantry- September 2022	General Fund 100
090514	p	2/17/2023	L.B. Johnson Hardware #1	10.94	Bags of Cement	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	217.83	BPUSD roof patch material	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	10.94	Cement for sign installation on District Blvd	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	10.94	Double side tape for City Hall	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	32.82	Drill bits for installation of Street Sweeping signs on Dist	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	49.25	Epoxy for Concrete Parking Stop Blocks	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	17.50	Epoxy for Island Markers	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	51.42	Gloves and Car Wash Supplies	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	214.53	Island Markers Material	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	16.41	Light Bulbs for City Hall	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	29.55	Motor Oil	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	39.40	Padlocks for PW Yard	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	1.74	TEFLON TAPE	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	37.22	Water sprayer for Concrete cutting	General Fund 100
		2/17/2023	L.B. Johnson Hardware #1	591.21	Pothole Material	Gas Tax - Fund 212
		2/17/2023	L.B. Johnson Hardware #1	65.69	Potholes Material	Gas Tax - Fund 212
090515	p	2/17/2023	LEAGUE OF CALIFORNIA CITIES	9,437.00	Membership Dues for Calendar Yr 2023	General Fund 100
090516	p	2/17/2023	LGP Equipment Rentals	260.90	Concrete Saw for monument sign	General Fund 100
090517	p	2/17/2023	Mapcon Technologies Inc.	83.00	Building & Safety Software Monthly Fee	General Fund 100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090517	p	2/17/2023	Mapcon Technologies Inc.	83.00	Building & Safety Software Monthly Fee - January 2023	General Fund 100
090518	p	2/17/2023	Maywood Car Wash	409.40	Fuel and Car Wash for City Vehicles- Jan. 2023	General Fund 100
090519	p	2/17/2023	Metro Transit Services	36,453.27	Public Transportation & Dial-A- Ride Services January 2023	Proposition A Transit Fund 221
090520	p	2/17/2023	Microix	2,236.25	Annual Software Maintenance and Support Renewal	General Fund 100
090521	p	2/17/2023	MV Cheng & Associates Inc.	9,696.25	Sr. Acct/Acct Tech Services for Jan 2023	General Fund 100
090522	p	2/17/2023	North Star Landcare	4,075.50	Landscape Maintenance Services for January 2023	General Fund 100
				10,080.00	December 2022 Tree Maint Serv Grid 3 & 4	Gas Tax - Fund 212
				7,538.00	January 2023 Tree Maint Serv Grid 3	Gas Tax - Fund 212
				5,755.75	Landscape Maintenance Services for January 2023	Gas Tax - Fund 212
				4,480.00	Weed Abatement Serv on Slauson and on Atlantic	Gas Tax - Fund 212
090523	p	2/17/2023	Passage Entertainment Inc.	1,000.00	Community Event -Get Healthy Campaign	General Fund 100
				800.00	Community Event Services -Get Healthy Campaign	General Fund 100
090524	p	2/17/2023	Perez Plumbing	595.00	Repair the lights in the Sally Port for the Christmas Event	General Fund 100
				165.00	Toilet repair in womens restroom City Hall	General Fund 100
	p	2/17/2023	Perez Plumbing	1,825.00	Water Heater for Sheriff Station	General Fund 100
090525	p	2/17/2023	Phoenix Group Information Systems	151.47	December 2022 Citation Processing Fee	General Fund 100
				3,278.80	December 2022 Citation Processing FTB Intercept Letters	General Fund 100
				2,296.70	December 2022 Permit Processing Fee	General Fund 100
090526	p	2/17/2023	QDoxs	118.53	Contract Base Rate charge for 02/01/23-02/28/23	General Fund 100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
090527	p	2/17/2023	Roadline Products Inc.	2,041.81	Public Works- Tools	General Fund	100
090528	p	2/17/2023	Richards Watson & Gershon	4,294.55	General Legal Services for December 2022	General Fund	100
				11,356.21	Legal and Professional Services- Jan 2023	General Fund	100
				13,586.40	Legal and Professional Services- Commercial Waste Jan 2023	General Fund	100
				59.20	Legal Services- Cannabis Businesses for Jan 2023	General Fund	100
				562.40	Legal Services-Cannabis Business for December 2022	General Fund	100
				888.00	Legal Services-Commercial Waste for December 2022	General Fund	100
				3,333.32	Legal Services-Jose Mendoza for December 2022	General Fund	100
				29.60	Legal Services-Maywood Investment for December 2022	General Fund	100
				888.00	Legal Services-NL Industries for December 2022	General Fund	100
				7,534.58	Professional Services General Legal Services- January 2023	General Fund	100
090529	p	2/17/2023	Southern California Edison	489.73	Acct.#700405141156 Various Locations from 12/23/22 to 1/31/2	General Fund	100
				7,650.97	Acct# 700405260081 Evertt Ave 01/01/23-01/31/23	Gas Tax - Fund	212
				3,599.16	Acct.#700405141156 Various Locations from 12/23/22 to 1/31/2	Gas Tax - Fund	212
		2/17/2023	Southern California Edison	11,351.14	Acct.#700405141156 Various Locations from 12/23/22 to 1/31/2	Street Lighting Fund	251
090530	p	2/17/2023	The Gas Company	315.18	4317 Slauson Ave. 01/09/23- 02/07/23	General Fund	100
				642.86	4319 Slauson Ave. 01/09/23- 02/07/23	General Fund	100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
090530	p	2/17/2023	The Gas Company	918.82	4319 Slauson Ave. City Hall - 01/09/23-02/07/23	General Fund	100
090531	p	2/17/2023	Sprint	454.57	Cell Phone Services- Dec 24- Jan 23, 2023	General Fund	100
090532	p	2/17/2023	Stantec Planning & Landscape Architecture	18,464.75	Engineering Services- Slauson/Atlantic Proj - Sept 2022	Proposition C Transit Fund	222
		2/17/2023	Stantec Planning & Landscape Architecture	9,933.25	Engineering Services- Slauson/Atlantic Proj-Oct 2022	Proposition C Transit Fund	222
090533	p	2/17/2023	Staples Business Advantage	201.80	Office Supplies	General Fund	100
090534	p	2/17/2023	Studio Spectrum	1,263.70	Phone/ Internet Services- 02/01/23- 02/28/23	General Fund	100
090535	p	2/17/2023	The Gas Company	185.00	4317 Slauson Ave. 12/08/22- 01/09/23	General Fund	100
090536	p	2/17/2023	The Home Depot Pro	126.79	Public Work Supplies-14 Dual purpose diamond blade	General Fund	100
090537	p	2/17/2023	Quadient Finance USA Inc.	87.58	Acct# 7900011002060328 Postage Machine	General Fund	100
090539	p	2/17/2023	Transtech Engineers Inc	930.50	20846 Maywood City Engineering Services- December 2022	General Fund	100
				6,566.00	20919 May Public Works Inspection Services- December 2022	General Fund	100
				145.00	210005 MAY CIP Management Services Master JN- December 2022	General Fund	100
				4,584.00	210065 MAY Baseball Field Improvements - December 2022	General Fund	100
				1,215.00	210150 MAY Encroachment Permits- December 2022	General Fund	100
				78.00	210313 MAY Street Light Assessment District- December 2022	General Fund	100
				5,712.00	210792 MAY Building and Safety Services- December 2022	General Fund	100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title	
				276.50	211287 MAY ATP CYC 5 Coordination and bike master plan- Dece	General Fund	100
				4,420.00	220071 MAY FY22-23 Pavement Rehabilitation-December 2022	General Fund	100
				880.00	220609 MAY Aquatic Center Pool Replastering Con Phase-Dec 20	General Fund	100
				390.00	221234 MAY Riverfront Park Renovation Sewer Diversion-Dec 20	General Fund	100
				4,266.00	Baseball Field Improvements- November 2022	General Fund	100
				2,726.00	20901 May CIP Slauson Ave Corridor IMP- December 2022	Gas Tax - 2103, 2105, 2107, 2106, 2107.5	212
				181.25	220802 MAY TDA Pedestrian Improvement Project CMCI- Dec 2022	Transportaion Development Act (TDA) Bikeway Fund	214
				2,578.75	221147 MAY Sidewalk-Curb Ramp ADA IMP CDBG FY21-22- Dec 2022	CDBG	243
				156.00	210314 MAY Sewer Charge Assessment District- December 2022	Sewer Enterprise Fund	412
				658.00	210795 MAY Sewer Improvements 52nd St and other locations- D	Sewer Enterprise Fund	412
090540	p	2/17/2023	U.S. Bank Corporate Payment System	4,962.81	Acct 4246044555755283 Cred Crd- 1/16/23 stmt	General Fund	100
090541	p	2/17/2023	Shade Structures Inc./USA Shade & Fabric Structures	40,795.00	Materials & Install of Shade Structure-Baseball Field	General Fund	100
090542	p	2/17/2023	Vernon City of	83.20	Acct. # 413 Slauson/Downey Ave. 11/17/22-12/19/22	General Fund	100
				22.38	Acct. #414 Slauson/Downey 11/22/22-12/21/22	General Fund	100
090543	p	2/17/2023	Walters Wholesale Electric Co.	254.61	Freight Charge for Reworked Photo Cells	General Fund	100

City of Maywood
Detail Warrant for Payment
Warrants No. 090425 to 090548

Check No.	Prepays	Date	Vendor Name	Check Amount	Transaction Description	Fund Title
090544	p	2/17/2023	Xerox Financial Services	926.23	Xerox Copiers Lease Payments - 12/30/22 to 1/29/23	General Fund 100
090545		2/17/2023	Spoiled- Printing Error	0.00		
090546		2/17/2023	Spoiled- Printing Error	0.00		
090547		2/17/2023	Spoiled- Printing Error	0.00		
090548		2/17/2023	Spoiled- Printing Error	0.00		
Total				1,185,480.85		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: February 22, 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 2022 - JANUARY 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2022 - January 2023.

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.

The total revenue received from July 2022 - January 2023 totaled \$12,157,320 (bottom of column B), which is .11% (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 \$5,942,109.15 (see Column entitled *B - Current Fiscal Year to Date Revenue*, the row entitled *General Fund Revenue Totals*), which is 4.40% (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 13.01% lower than the same period due primarily to:

- 1.1) the decrease in Cannabis Sales Tax Revenue is 40.07%. 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. In California, some State legislators are considering investigations into corruption in the state's cannabis industry, legislative hearings on the exploitation of farmworkers and new laws to curb labor trafficking in response to revelations of some abuses and worker deaths. California cannabis cultivation capacity is down significantly from early 2022, with some growers choosing not to plant or renew their licenses because of low wholesale prices and tough economic conditions. These factors have contributed to the <40%> year-to-date reduction in 4212 - cannabis Sales Taxes.

- 1.2) the decrease in Sales Tax Revenue by 6.18%. 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 .28% lower than the same prior fiscal year period. The City's 4311 - Apartment Licenses are nearly 100% lower and 4205 - Business License Taxes are nearly 89% lower than the same period. While the City is monitoring 4205 - Business License Tax and 4311 - Apartment Licenses staff is determining whether this is just a delayed reporting .

3. **Charges for Services Revenues.** These revenues were 0.22% below 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 decrease in 4701 - Waste Management Assessment revenues by 99.44% less than the same period last Fiscal Year.

4. **Fines and Forfeiture Revenues.** These are revenues from penalties imposed by the City in the form of money or goods for a violation of an ordinance, code, regulation, or rule. 4404 - Southeast Municipal Court (SEMC) - Court Collections for the Department of Motor Vehicles (DMV) violations were nearly 112.26% higher and 4403 - Citations - Administrative were 86.36% 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 7.54% 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 241.20% higher than the same period during the prior Fiscal Year primarily due to 4803 - Interest Income being conservatively estimated for the FY 2022-2023 revenue 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 \$6,215,210.92, which is 4.84% 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 2022 - January 2023 - 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	\$153,922.08	\$97,425.76	(\$56,496.32)	-36.70%	\$358,952.00	27.14%
Property Taxes	\$307,097.23	\$342,362.62	\$35,265.39	11.48%	\$714,301.00	47.93%
4211 - Utility Users Tax	\$604,554.84	\$705,569.33	\$101,014.49	16.71%	\$1,102,415.00	64.00%
4206 - Real Estate Transfer Tax	\$11,973.50	\$13,262.45	\$1,288.95	10.77%	\$28,465.00	46.59%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$49,906.72	\$55,503.77	\$5,597.05	11.22%	\$68,097.00	81.51%
4212 - Cannabis Sales Tax	\$1,139,004.38	\$682,556.13	(\$456,448.25)	-40.07%	\$1,980,241.00	34.47%
4201 - Sales and Use Tax Revenue	\$1,099,767.47	\$1,031,760.17	(\$68,007.30)	-6.18%	\$2,200,048.00	46.90%
Taxes Totals	\$3,366,226.22	\$2,928,440.23	(\$437,785.99)	-13.01%	\$6,452,519.00	45.38%
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	\$8,123.82	\$13,315.70	\$5,191.88	63.91%	\$13,261.00	100.41%
4305 - Public Works Permit Fees	\$88,615.50	\$148,485.00	\$59,869.50	67.56%	\$160,000.00	92.80%
Other Fees & Permits	\$14,092.42	\$9,953.88	(\$4,138.54)	-29.37%	\$26,246.00	37.93%
4320 - Occupancy Permits	\$9,557.10	\$2,390.40	(\$7,166.70)	-74.99%	\$15,000.00	15.94%
4313 - Building Permits	\$31,953.68	\$59,885.83	\$27,932.15	87.41%	\$72,000.00	83.17%
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	\$48,048.90	\$46,347.00	(\$1,701.90)	-3.54%	\$60,000.00	77.25%
4311 - Apartment License	\$13,835.25	\$133.00	(\$13,702.25)	-99.04%	\$2,500.00	5.32%
4205 - Business License Tax	\$160,323.18	\$18,712.69	(\$141,610.49)	-88.33%	\$250,324.00	7.48%
4107 - Motor Vehicle License Fee (VLF) in lieu Property Tax Payment	\$1,626,683.69	\$1,681,555.00	\$54,871.31	3.37%	\$3,300,000.00	50.96%
Licenses and Permits Totals	\$2,001,233.54	\$1,995,628.50	(\$5,605.04)	-0.28%	\$3,979,331.00	50.15%

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	\$30,188.30	\$32,856.24	\$2,667.94	8.84%	\$70,000.00	46.94%
4702 - Rents & Concessions	\$13,891.50	\$13,891.50	\$0.00	0.00%	\$26,000.00	53.43%
Charges for Services Totals	\$46,866.95	\$46,763.28	(\$103.67)	-0.22%	\$103,000.00	45.40%
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	\$476.00	\$4,597.25	\$4,121.25	865.81%	\$0.00	0.00%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$43,224.36	\$91,749.94	\$48,525.58	112.26%	\$0.00	0.00%
4403 - Citations: Administrative	\$2,200.00	\$4,100.00	\$1,900.00	86.36%	\$85,000.00	4.82%
4402 - Citations: Parking	\$171,962.66	\$158,441.14	(\$13,521.52)	-7.86%	\$410,000.00	38.64%
Fines and Forfeitures Totals	\$217,863.02	\$258,888.33	\$41,025.31	18.83%	\$495,000.00	52.30%
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	\$27,184.68	\$29,233.40	\$2,048.72	7.54%	\$50,000.00	58.47%
Leases and Concessions Totals	\$27,184.68	\$29,233.40	\$2,048.72	7.54%	\$50,000.00	58.47%
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	\$7,213.43	\$94,331.94	\$87,118.51	1207.73%	\$0.00	0.00%
4809 - Miscellaneous Revenue	\$28,119.33	\$26,222.60	(\$1,896.73)	-6.75%	\$33,500.00	78.28%
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	\$35,332.76	\$120,554.54	\$85,221.78	241.20%	\$34,700.00	347.42%
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	\$520,689.77	\$562,600.87	\$41,911.10	8.05%	\$1,208,812.00	46.54%
Retiree Pension Levy Totals	\$520,689.77	\$562,600.87	\$41,911.10	8.05%	\$1,208,812.00	46.54%
General Fund Revenue Totals	\$6,215,396.94	\$5,942,109.15	(\$273,287.79)	-4.40%	\$12,323,362.00	48.22%

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	\$343,205.53	(\$8,845.98)	-2.51%	\$625,200.00	54.90%
214 - Transportation Development Act (TDA) Bikeway	\$0.00	\$0.00	\$0.00	0.00%	\$192,000.00	0.00%
221 - Proposition A Transit Fund	\$402,590.93	\$429,181.34	\$26,590.41	6.60%	\$651,000.00	65.93%
222 - Proposition C Transit Fund	\$334,146.52	\$358,656.99	\$24,510.47	7.34%	\$750,000.00	47.82%
224 - Measure R Transit Fund	\$250,463.84	\$341,683.98	\$91,220.14	36.42%	\$1,184,960.00	28.84%
225 - Measure M Transit Fund	\$283,291.10	\$302,015.25	\$18,724.15	6.61%	\$1,250,000.00	24.16%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$234,593.93	\$232,441.54	(\$2,152.39)	-0.92%	\$528,284.00	44.00%
243 - Community Development Block Grant (CDBG)	\$83,898.00	\$99,939.00	\$16,041.00	19.12%	\$391,053.00	25.56%
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	\$157,617.74	\$165,271.25	\$7,653.51	4.86%	\$155,000.00	106.63%
272 - Measure A Parks Fund	\$0.00	\$0.00	\$0.00	0.00%	\$651,000.00	0.00%
251 - Street Lighting Fund	\$88,497.05	\$87,174.82	(\$1,322.23)	-1.49%	\$308,000.00	28.30%
611 - Redevelopment "Successor" Agency Fund	\$311,222.00	\$299,207.00	(\$12,015.00)	-3.86%	\$0.00	0.00%
412 - Sewer Enterprise Fund	\$144,741.00	\$144,816.33	\$75.33	0.05%	\$301,614.00	48.01%
261 - Federal / State / County Grants	\$50,000.00	\$0.00	(\$50,000.00)	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	\$5,928,462.30	\$6,215,210.92	\$286,748.62	4.84%	\$7,196,304.00	86.37%
Total Revenues	\$12,143,859.24	\$12,157,320.07	\$13,460.83	0.11%	\$19,519,666.00	62.28%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO INTERIOR DEMOLITION, INC. FOR BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BLVD.

RECOMMENDATION:

It is recommended that the City Council Award a Contract to Interior Demolition, Inc. for Building Demolition Located at 5102 District Blvd. for a total amount of \$102,951 and authorize the Mayor to execute the contract in a form approved by the City Attorney and \$102,951.00 Budget Amendment to the FY 2022/2023 Adopted Capital Budget and assignment of a new Capital Improvement Program (CIP) number.

BACKGROUND:

The project includes the demolition of a building and pre-demolition haz-mat abatement and other relevant work at 5102 District Blvd, Maywood, CA and other incidental work related to the project. The proposed improvements will be completed within 40 working days.

On January 6, 2023, staff advertised Notice Inviting Bids (NIB) on engineering plan rooms and trade journals in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on February 1, 2023 at 2:00 PM.

DISCUSSION:

On February 1, 2023 at 2:00 PM, a total of seven (7) bids were received as shown below:

Company Name	Base Bid Amount
1- Interior Demolition, Inc.	\$102,951.00
2 - Unlimited Environmental, Inc.	\$168,250.00
3 - Resource Environmental Inc.	\$241,000.00
4 - Tri Span, Inc.	\$350,200.00
5 - Triangle Enterprises, Inc.	\$419,000.00
6 - WDR Contracting	\$441,320.00
7 - Asbestos Instant Response, Inc.	Asbestos Instant Response, Inc. did not provide subcontractor

	cost amounts as part of its bid. Therefore, this bid is considered non-responsive.
--	--

The staff conducted a bid analysis for the apparent 1st low bidder, 1 - Interior Demolition, Inc., and verified State of California contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, Interior Demolition, Inc. was found to be the lowest responsive bidder.

Furthermore, 7 - Asbestos Instant Response, in its bid, listed two subcontractors. However, it did not provide a subcontractor cost amount as part of its bid. Therefore, staff was not able to calculate the subcontracted work amount, to determine whether this contractor met the minimum self performance requirement (51% of the contract amount). Therefore, this contractor's bid is deemed as non-responsive.

Staff recommends City Council award a contract to 1 - Interior Demolition, Inc. for a total amount of \$102,951 and authorize the Mayor to execute the contract.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$144,131.40 will come from unallocated funds in the General Fund.

Construction Contract	\$102,951.00
Contingency Budget allowance for unforeseen conditions as necessary (25%)	\$25,737.75
Total Construction Budget	\$128,688.75
Construction management and inspection (12% of construction budget)	\$15,442.65
Project Total	\$144,131.40

F.Y. 22-23 Impact: \$102,951.00	Current F.Y. Budget: 6115 - Contractual Services 2022-23 Adopted Budget \$496,555
Fund Impacted: 100 - General Fund	Budget adjustment requested: \$102,951.00 Budget Amendment to the FY 2022/2023 Adopted Capital Budget and assignment of a new Capital Improvement Program (CIP) number.
Source of funds: 100-502-6115 General Fund-Public Works-Contractual Services	Updated Account Budget: NA
Account Number: 6115 - Contractual Services	For fiscal year: Current

ATTACHMENT(S)

1. Agreement with Interior Demolition
2. Interior Demolition Bid

**Attachment No. 1 –
Agreement with Interior Demolition, Inc.**

CONTRACT

CITY OF MAYWOOD CONTRACT FOR BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BLVD.

THIS CONTRACT ("Contract") is made and entered this February 22, 2023 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and INTERIOR DEMOLITION, INC., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 603409; Class B, C-21, C-12, C-22, C-61/D-63. Contractor's DIR registration number is 1000004790.

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

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Building Demolition Located at 5102 District Blvd. ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of One Hundred Two Thousand Nine Hundred Fifty One dollars (\$102,951) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

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

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

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

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

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

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

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

CITY OF MAYWOOD

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor) ("Principal")

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

BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BLVD.
(Project name)

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

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

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor) ("Principal")

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

BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BLVD.
(Project name)

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

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

(Name and address of Surety)

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

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

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

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

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

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

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

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

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

By: _____
Its Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

City Manager
City of Maywood
City Hall

_____, California _____

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

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

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

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

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

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

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

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

Executed _____, 20____

Telephone No.: (____) _____

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

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

City Manager
City of Maywood
City Hall

_____, California _____

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

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

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

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

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

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

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

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

Executed _____, 20____

Telephone No.: (_____) _____

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

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

City Manager
City of Maywood
City Hall

_____, California _____

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

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

☐ Following Form
☐ Umbrella Liability
☐ _____

11. Applicable underlying coverages:

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

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

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

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

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

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

Executed _____, 20____

Telephone No.: (____) _____

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

**Attachment No. 2 –
Interior Demolition, Inc. Bid**

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- ☒ Completed and Signed Bid Cover Form
- ☒ Completed and Signed Bid Sheets
- ☒ Completed and Signed Questionnaire
- ☒ Completed References Form
- ☒ Resume of General Construction Superintendent/On-Site Construction Manager
- ☒ Completed Subcontractor Designation Form
- ☒ Completed and Signed Industrial Safety Record Form
- ☒ Completed, Signed and Notarized Bid Bond or Other Security Form
- ☒ Signed Non-collusion Declaration Form
- ☒ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

BID
CITY OF MAYWOOD
BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BLVD
[PROJECT]

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

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

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. <u>1</u>	Date: <u>1/16/2023</u>
Addendum No. <u>2</u>	Date: <u>1/24/2023</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

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

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

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm

BID**B-1****BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"**

with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 603409, Class B, C12, C21, which expires on 9/30/2024.
C22, C61/D63, ASB, HAZ

Bidder's Name: Interior Demolition, Inc.

Signature: 

Title: Secretary & Treasurer Date: 1/23/2023

Signature: 

Title: Vice President Date: 1/23/2023

BID

B-2

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

CITY OF MAYWOOD
BID SHEETS FOR
BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BLVD
[PROJECT]

Bidder's Name: Interior Demolition, Inc.

To the Honorable Mayor and Members of the City Council:

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

BID SCHEDULE:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Pre-Demolition Haz-Mat Abatement, including all necessary relevant work, and notices and processing through AQMD and other required Agencies. For abatement scope of work and requirements, see Appendix B, HAZ-MAT REPORTS.	1	LS	\$ 38,825.00	\$ 38,825.00
2.	Construct new 6 feet high chain link fence including footings per SPPWC Std Plan No: 600-4. (approximate length is 150 feet). Protect existing wrought iron fence including concrete curb/footings in place. Install privacy fence screen to the new chain link fence and existing wrought iron fence around the property, complete. For additional information and scope, see APPENDIX A. PROJECT PLANS - INFORMATION, Note 1A 1B	1	LS	\$ 15,656.00	\$ 15,656.00
3.	Install temporary chain link construction privacy fence screen around the perimeter of the work site throughout construction until the project is accepted by the City.	1	LS	\$ 2,200.00	\$ 2,200.00

BID

B-3

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

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
4.	Demo existing building. For additional information and scope, see APPENDIX A. PROJECT PLANS - INFORMATION, Note 2	1	LS	\$ 46,270.00	\$ 46,270.00
TOTAL BID AMOUNT					\$ 102,951.00

The award of Contract shall be based on the TOTAL BID AMOUNT.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control

C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety

D. Construction Staking by Land Surveyor

E. Clearing and Grubbing

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

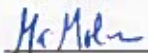
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

TOTAL BID PRICE IN DIGITS: \$ 102,951.00

TOTAL BID PRICE IN WORDS: One Hundred Two Thousand Nine Hundred Fifty-One 00/100

Signature: 

Title: Secretary & Treasurer Date: 1/23/2023

Signature: 

Title: Vice President Date: 1/23/2023

BID

B-4

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

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: Interior Demolition, Inc.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- (3) Business Address: 23508 Pine St. Newhall, CA 91321
- (4) Telephone: 818-249-4932 Facsimile: 818-249-4937
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: 603409 - B, C12, C21, C22, D63, ASB, HAZ
Original Date Issued: 12/29/1988 Expiration Date: 9/30/2024
- (8) DIR Contractor Registration Number: 1000004790
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Cole Lopez
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
Name of Person who inspected the site: Cole Lopez
Date of Inspection: 1/12/2023
- (11) Number of years' experience the company has as a contractor in construction work: 35
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
George Molina Sr. - President - 23508 Pine St. Newhall, CA 91321 - 818-249-4932
Maria Molina - Secretary & Treasurer - 23508 Pine St. Newhall, CA 91321 - 818-249-4932
Marco Molina - Vice President - 23508 Pine St. Newhall, CA 91321 - 818-249-4932
George Molina Jr. - Vice President - 23508 Pine St. Newhall, CA 91321 - 818-249-4932
- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
NONE

BID**B-5****BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"**

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

None

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

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

None

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

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

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain. No

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

No

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

No

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

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

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

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

None

BID

B-7

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

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

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

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

Company Interior Demolition, Inc.

Signature: 

Title: Secretary and Treasurer

Date: 1/23/2023

Signature: 

Title: Vice President

Date: 1/23/2023

REFERENCES FORM

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

Project 1 Name/Number HA-2019-146 - Jordan Downs S2/S3

Project Description Abatement and Demolition Residential and Soil Removal

Approximate Construction Dates From: 1/28/2020 To: 2/19/2021

Agency Name: Housing Authority of the City of Los Angeles

Contact Person: Julie Mungai **Telephone:** 213-440-7053

Address: 2600 Wilshire Blvd. Los Angeles, CA 90057

Original Contract Amount: \$ 1,350,000.00 **Final Contract Amount:** \$ 2,300,000.00

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

Change Orders - Soil Removal

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

Circle one: Yes ☒ No

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

☒ No

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

Project 2 Name/Number 07A4869

Project Description Abatement and Demolition of Various Residential homes

Approximate Construction Date From: 3/202020 To: 3/19/2023

Agency Name: California Department of Transportation (Caltrans)

Contact Person: Sinead Gross **Telephone:** 213-266-3665

Address: 100 S. Main St. Los Angeles, CA 90012

Original Contract Amount: \$ 3,504,906.13 **Final Contract Amount:** \$ 3,504,906.13

BID

B-9

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

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

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

Circle one: Yes

☒ No

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

☒ No

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

Project 3 Name/Number HA-2021-153

Project Description Abatement & Demolition of Residential structures

Approximate Construction Dates

From: 11/8/2022

To: 05/06/2022

Agency Name: Housing Authority of the City of Los Angeles

Contact Person: Kevin Sharp

Telephone: 213-258-7297

Address: 2600 Wilshire Blvd. Los Angeles, CA 90057

Original Contract Amount: \$ 2,152,666.00

Final Contract Amount: \$ 2,152,666.00

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

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

Circle one: Yes

☒ No

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

☒ No

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

BID

B-10

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

Project 4 Name/Number AVC2022/2023-3 - Cedar Hall**Project Description** Abatement & Demolition of a collefe building**Approximate Construction Dates** From: 2/13/2023 To: 3/31/2023**Agency Name:** Antelope Valley Community College District**Contact Person:** Alisha Fonder **Telephone:** 661-510-4560**Address:** 3041 W. Ave K. Lancaster, CA 93536**Original Contract Amount:** \$ 624,800.00 **Final Contract Amount:** \$ 624,800.00If final amount is different from original amount, please explain (change orders, extra work, etc.).

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

Circle one: Yes

☒ No

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

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

Project 5 Name/Number Former Fire Station No. 1 and Monte Vista Park House Demolition Project**Project Description** Abatement and Demolition of a residential house and a fire station**Approximate Construction Dates** From: 2/2/2023 To: 2/24/2023**Agency Name:** City of Chino**Contact Person:** Keith Martinez **Telephone:** 909-334-3421**Address:** 13220 Central Ave. Chino, CA 91710**Original Contract Amount:** \$ 210,702.00 **Final Contract Amount:** \$ 210,702.00If final amount is different from original amount, please explain (change orders, extra work, etc.).

BID**B-11****BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"**

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

Circle one: Yes ☒ No

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

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

Project 6 Name/Number Ladera Linda Community Park

Project Description Abatement and Demolition of a public building

Approximate Construction Dates From: 4/4/2022 To: 5/27/2022

Agency Name: City of Rancho Palos Verdes

Contact Person: Dustin R. Hartman **Telephone:** 480-234-1409

Address: 30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275

Original Contract Amount: \$ 385,601.00 **Final Contract Amount:** \$ 385,601.00

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

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

Circle one: Yes ☒ No

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

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

RESUME

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

Attached

MARCO MOLINA

2621 Honolulu Ave., Montrose, CA 91020 818.249.4932 marco@interiordemolition.net

LICENSES AND CERTIFICATIONS

State of California Contractor's License

Occupational Safety and Health Administration Certification for Asbestos-Related Work

Storm Water Pollution Prevention Manager

Occupational Safety and Health Administration Construction Safety and Health Outreach Program

CPR Certification

PROFESSIONAL EXPERIENCE

INTERIOR DEMOLITION, INC., Montrose, CA 1996 – Present

Superintendent / Vice President

26 years of experience in demolition, asbestos and lead abatement, and earthwork.

Oversees the company's day-to-day field operations.

Manages the company's field personnel.

Prepares company bids.

EDUCATION

Bachelor of Science (BS), Business Administration, University of La Verne, CA

VOLUNTEER WORK

Nicaraguan Medical Relief, Charity Event Coordinator 2018 – Present

Assists with the coordination of events for the benefit of providing medical supplies to Central America.

Children of Yali, Charity Event Coordinator 2006 – 2018

Assisted with the coordination of events for the benefit of orphan children in Nicaragua.

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

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

Contractor must employ an asbestos abatement contractor for the asbestos abatement activities that has a California C22 Contractor's License in good standing with the Contractor's State License Board and is registered with the California Division of Occupational Safety & Health ('DOSH' or 'Cal/OSHA'). The registered asbestos abatement subcontractor must be listed on the below form where its work will exceed one-half of one percent ($\frac{1}{2}\%$) of Bidder's total price offered). The asbestos abatement contractor must also provide workers and supervisors certified through the California Department of Public Health (CDPH) lead-related construction program.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Dollar Amount
Earthwise Demolition & Abatement Corp.	816787 - C21, C22	1000004813	25875 the Old Road #291 Stevenson Ranch, CA 91381	Asbestos Abatement	\$38,825.00

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

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

INDUSTRIAL SAFETY RECORD FORMBidder's Name Interior Demolition, Inc.

	Current Year of Record	2021	2020	2019	2018	2017	Total
Number of contracts	46	44	44	26	33	42	
Total dollar amount of contracts (in thousands of dollars)	6 mil	6 mil	7 mil	7.5 mil	7 mil	9 mil	42.5 mil
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	1	3	0	0	4
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	1	3	0	0	4

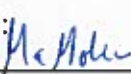
The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: 

Title:

Secretary and Treasurer

Date:

1/23/2023Signature: 

Title:

Vice President

Date:

1/23/2023**BID****B-15****BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"**

Bond No. N/A**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: Building Demolition Located at 5102 District Blvd.

WHEREAS Interior Demolition, Inc. - 23508 Pine St., Newhall, CA 91321
(Name and address of Bidder)

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

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

NOW, THEREFORE, we, the undersigned Principal, and _____
Philadelphia Indemnity Insurance Company - 800 E. Colorado Blvd., 6th Floor, Pasadena, CA 91101
(Name and address of Surety)

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

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

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

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

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

Dated: January 18, 2023

"Principal"

Interior Demolition, Inc.

By: [Signature]

Its: Secretary & Treasurer

By: _____

Its: _____

"Surety"

Philadelphia Indemnity Insurance Company

By: [Signature]

Its: Ryan Butterfas, Attorney-in-Fact

By: _____

Its: _____

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

BID

B-17

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

California All-Purpose Acknowledgment

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

State of California

County of Los Angeles

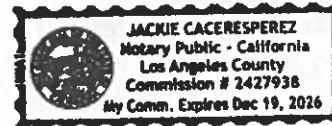
On February 1, 2023 before me, Jackie Caceres Perez, Notary Public
Name of Notary Public, Title
personally appeared Maria Antonia Molina

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

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

Witness my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment on unauthorized document and may prove useful to persons relying on the document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a

Bld Bond
Title or description of Document
Page 3-14
containing, pages, and dated .

By: Maria Antonia Molina

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

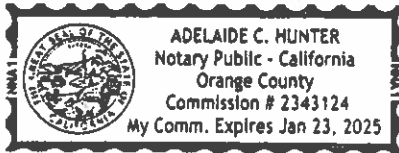
State of California)

County of Orange)On JAN 18 2023 before me, Adelaide C. Hunter, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Ryan Butterfas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

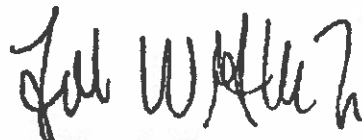
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa McKenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1368394
Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of January, 20 23



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

The undersigned declares:

I am the Secretary and Treasurer of Interior Demolition, Inc., the party making the foregoing Bid.

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

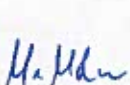
Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/23/2023 [date], at Newhall [city], California [state].

Signature: 

Printed Name: Maria Molina

Date: 1/23/2023

Signature: 

Printed Name: Marco Molina

Date: 1/23/2023

BID**B-18****BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "BID"**

6708 Foothill Blvd., #106
Tujunga, CA 91042



Tel: (818) 353-4804
Fax: (818) 352-9104

Demolition • Earthwork • Asbestos Removal
www.interordemolition.net
State Lic. 6403407

Minutes of the Annual Board Meeting -- 2006

Interior Demolition, Inc.
6708 Foothill Blvd., Ste. 106
Tujunga, CA 91042

January 2, 2006

Attendants:

George Molina, Sr. – President
Maria Molina – Secretary and Treasurer
Marco Molina – Vice President
George Molina, Jr. – Vice President
Michele Molina – Office Administrator

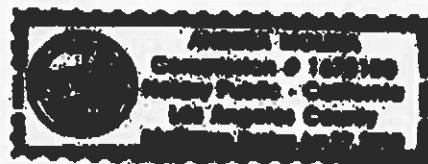
The meeting was called to order at 3:00 p.m. by George Molina, Sr., President.

Topics of discussion for the upcoming year included and agreed upon for the following:

- For the office, implement a new calendar system for scheduling job walks and bidding on main board.
- Maintain documentation in office for no more than past 3 years. Keeping paperwork organized in each individual file.
- Hire an additional assistant in the office as the company continues to grow.
- Continue to emphasize the importance of monthly safety meetings to field supervisors.
- Advertise on a larger scale in bigger trade publications.
- Purchase a newer Wheel Loader

The meeting was adjourned at 5:00 p.m.

Maria Molina
Secretary and Treasurer



1/9/06

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CITY FABRICK FOR TECHNICAL PROFESSIONAL SERVICES RELATED TO THE RANDOLPH AVENUE BEAUTIFICATION PROJECT IN THE AMOUNT NOT TO EXCEED \$284,280 AND APPROPRIATE THE NECESSARY FUNDING FROM THE CITY'S GRANT AWARD FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT'S MEASURE A TECHNICAL ASSISTANCE PROGRAM.

RECOMMENDATION:

It is recommended the City Council approve the Professional Services Agreement with City Fabrick in a form approved by the City Attorney and City Manager for an amount not-to-exceed \$284,280 for technical professional services related to the Randolph Beautification Project and appropriate the necessary funding from the City's grant award from the Los Angeles County Regional Park and Open Space District's Measure A Technical Assistance Planning Program.

BACKGROUND:

On September 14, 2022, the Measure A Technical Assistance Program (TAP) Master Agreement was fully executed to access funds for eligible City proposed projects, including community outreach, planning, design, grant writing, project, and project and construction management. With voter-approved funding from Measure A, the L.A. County Safe, Clean Neighborhood Parks and Beaches Measure of 2016, The Los Angeles County Regional Park and Open Space District (RPOSD) established TAP to assist agencies with developing eligible park projects and helping communities create multi-benefit park projects and programs throughout L.A. County. The TAP program allows accessing grant funds for eligible projects, and the City was awarded \$285,000 in funding for professional services.

On December 14, 2022, the City issued a Request for Proposals (RFPs) for the Randolph Avenue Beautification Project for Technical Professional Services. The objective of this RFP was to select the most qualified consultant to deliver professional services for (5) five detailed tasks comprising community outreach and engagement, conceptual design project management, real estate advisory, and environmental studies on vacant land owned by Union Pacific Railroad Company located on the northwest side of Randolph Avenue adjacent to the Maywood boundaries.

DISCUSSION:

The Randolph Avenue Beautification Project consists of a 1.12-mile stretch (from Pine Avenue to Walker Avenue) within the city boundaries. The project comprises the delivery of a clear and comprehensive framework to enhance the corridor. The project will identify and create a methodology to improve pedestrian safety and improve the pedestrian experience by including a walking path, climate-appropriate diverse planting, and community identification to deter prohibited dumping.

At the deadline of January 11, 2023, staff received one proposal from City Fabrick. City Fabrick is a nonprofit multi-disciplinary design studio that is reshaping communities in need through collaborative public-interest design, planning, policy development, and advocacy. City Fabrick provides professional services to nonprofit organizations, government agencies, and private entities dedicated to projects that serve the public good. City of Maywood staff reviewed the proposal and based on the responses to the RFP, interviews, firm qualifications, and the identified tasks on the proposal. The attached proposal lists the technical services the firm is qualified to perform and is willing to provide to the City.

The consultant is also included in the Regional Park and Open Space District TAP-approved vendor list. An RPOSD (TAP) provision requires granting access to the GMS grant system to intimate the grant application submission for review and approval by the TAP staff. Once authorized, a Notice to Proceed (NTP) will be issued, then the consultant is approved to work and bill time for the project. The City will fund the project, and then RPOSD (TAP) will reimburse for the expenses.

The not to exceed cost of performing the technical professional services related to the Randolph Beautification Project is \$259,280 as stated in the revised proposal. There is an optional task totaling \$25,000 for as-needed Legal and Real Estate Technical Assistance or toward the demonstration project if determined to be needed by the City Manager. The project is scheduled to be completed in May 2024.

Staff has determined that the firm fulfills the requirements of the City with the needed technical professional services related to the Randolph Avenue Beautification Project and fulfills the conditions for the Measure A Technical Assistance Program. Staff recommends awarding the professional services agreement to City Fabrick.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The approval of this action has no impact on the City's General Fund. The Los Angeles County Regional Park and Open Space District (RPOSD) grant funds for this project were previously approved by the Council in an amount of \$285,000 and allocated to the Contractual Services General Ledger Account 6115 and are expected to cover all the project costs. City Fabrick's contractual amount is \$259,280 for the project's performance and services. There is an optional task totaling a not exceed amount of \$25,000. Therefore, the total cost, including the optional task, would not exceed \$284,280, which is within the budgeted amount.

F.Y. 22-23 Impact:	\$284,280	Current F.Y. Budget:	2022/2023
Fund Impacted:	227 - Measure A Parks Fund	Budget adjustment requested:	
Source of funds:	Reimbursements from the Los Angeles County Regional Park and Open Space District (RPOSD) grant funds	Updated Account Budget:	221 - Proposition A Transit Fund Revenue - \$285,000 Expenditures - \$284,280

Account Number: Account category 6100 - PURCHASED SERVICES, general ledger account number 6115 <i>Contractual Services</i>	For fiscal year: 2022/2023
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ATTACHMENT(S)

- 1. City Fabrick Proposal - Randolph Avenue Beautification Project - Technical Assistance Program
- 2. Revised (2.11.23) City Fabrick Maywood Proposal
- 3. City Fabrick- Professional Services Agreement 02.22.2023



PROPOSAL FOR PROFESSIONAL SERVICES

RANDOLPH AVENUE BEAUTIFICATION PROJECT

Technical Assistance Program



x 
**BRIAN
ULASZEWSKI**
PRINCIPAL & EXECUTIVE DIRECTOR

ADDRESS
425 E. FOURTH STREET, SUITE E.
LONG BEACH, CA 90802

PHONE NUMBER
562.901.2128

PRIME CONTACT
BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR

EMAIL ADDRESS
BRIAN@CITYFABRICK.ORG



January 11, 2023

Shirley Quinones

City Clerk's Office

City of Maywood

4319 Slauson Avenue

Maywood, CA 90270

RE: Request for Proposal (RFP) Randolph Avenue
Beautification Project

Dear Shirley,

On behalf of City Fabrick, we thank you for this opportunity to present to the City of Cudahy our proposal to provide Technical Assistance related to the Randolph Avenue Beautification Project. You will find our team of industry-leading, local landscape architects, designers, planners, engineers, and professionals would provide the City and community a holistic partnership that would most benefit the mission of the Community Services Department.

Our collective team has decades of experience successfully supporting community organizations and public agencies in the planning, design, outreach, and engagement related to developing new parks in Southern California. City Fabrick has collaborated with local agencies as on-call consultants providing a range of support for creating new parks and expanding park networks, park improvements, transportation, and streetscapes, trails, sustainable stormwater facilities, and other landscapes.

City Fabrick is based locally in Long Beach and are strategically focused on supporting the Gateway Cities, providing technical and creative capacity to local government, nonprofit organizations, and community groups. We are currently collaborating with multiple cities within the area on community-serving projects and are supporting the Gateway Cities Council of Governments on policy and community engagement work. City Fabrick has extensive experience planning and design parks, and mobility infrastructure along the Lower Los Angeles River, and have established partnerships to support executing park development within the area.

Please find enclosed our project understanding and alignment, scope of work, deliverables, schedule, and budge breakdown as requested in the request for proposals and associated addendums. We have read and take not exception to the standard professional service agreement included with the RFP Our proposal includes a base scope of work and deliverables that meets the requested services from the Request for Bids as well as a menu of additional services that City Fabrick can provide the City of Maywood within the budget allocation, providing a strong foundation to develop the Randolph Avenue Beautification Project. Should you have questions, please feel free to reach out to contact Brian Ulaszewski at **562.901.2128** or **brian@cityfabrick.org**.

Sincerely,

Brian Ulaszewski, LEED AP

Principal + Executive Director

Mina Emamifar Roades, ASLA

Director of Landscape Architecture



Table of Contents

A

Cover Letter

04

Experience and Qualifications

28

Approach and Services

36

Fee Proposal

Experience + Qualifications

Executive Summary



City Fabrick is a full-service professional design and planning studio grounded in the mission of restoring, reshaping, and empowering communities through collaborative public interest design, planning, and policy development.

City Fabrick's landscape design work spans mobility and streetscape projects, design and planning new and existing parks, park improvements, affordable housing, and community facilities. We have assembled a team of consultants who collectively are prepared to deliver engagement, landscape architecture, engineering, and other support services to the City of Maywood for advancing the Randolph Avenue Beautification project.

Collectively our team has worked on many relevant projects that encompass the wide range of landscape design and planning projects relevant to the City of Maywood Request for Proposals. City Fabrick and team have worked on dozens of relevant projects with a majority of this consultant team collaborating on current projects ranging from park design and planning to streetscape and mobility projects, to thousand plus unit master plans. City Fabrick would serve

as the Project Manager for all projects, with the range of consultants able to participate as and when necessary for designing and delivering the project.

Following in this section – as requested, is a matrix of relevant projects delivered or currently in process by City Fabrick and the project team, an organizational chart with roles, expertise, and primary contracts, and firm introductions for the entire consultant team.

Organizational Chart



City Fabrick

Project Management, Community Engagement,
Landscape Architecture, and Urban Design and
Planning, Environmental Review



Ardurra

Surveying, Mapping, Utility
Coordination, Civil and
Structural Engineering



Group Delta

Hydrology and Hydraulics,
Geotechnical Engineering



Burnham Development

Entitlements,
Environmental Review,
and Real Estate Advisory

Brian Ulaszewski

Principal, Executive Director

Mina Emamifar Roades, ASLA

Director of Landscape Architecture

562.901.2128

425 East 4th Street, Unit E
Long Beach, CA 90802

Jose Hernandez, PE, QSD/P

Senior Project Manager

949.428.1500

jhernandez@ardurra.com
3737 Birch St, Suite 250,
Newport Beach, Ca, 92660

Michael Givens, PhD, PE, GE, PG

Associate Engineer

949.450.2100

michaelg@groupdelta.com
32 Mauchly, Suite B
Irvine, California 92618

Derek C. Burnham

Principal

562.354.1430

derek@burnhamdevelopment.com
130 Pine Avenue, Suite 200, Long Beach,
CA, United States, California

City Fabrick Qualifications



City Fabrick is a nonprofit design studio reshaping, restoring, and empowering communities through collaborative public-interest design, planning, policy development, and advocacy.

Based in Long Beach, City Fabrick engages communities in Southeast Los Angeles County across a range of matters related to improve residents' quality of life and outcomes. City Fabrick is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as collaborate to initiate positive change communities. City Fabrick's involvement with this initiative provides the following community benefits that align with our mission:

Great Parks and Places

By increasing park acreage and access for a park poor community

Thriving Neighborhoods

by providing more public recreational opportunities

for residents to promote physical, mental, and emotional health.

Resilient Communities

By expanding urban forestry, habitat, and permeable area to make the community more resilient to climate change while mitigating pollution impacts

Moving People

By creating a mile-long active transportation trail, connecting residents to multiple schools and community amenities

City Fabrick is a Long Beach nonprofit organization that collaborates with partners on community enhancing projects and initiatives taking a variety of roles that best ensure success for all those involved. Our unique structure



provides the capacity to be a consultant, collaborator, grantee, or part of a coalition of partners. City Fabrick’s work includes but is not limited housing, parks and open space, transportation, climate resiliency, cultural development and providing technical and creative capacity planning, communications, and engagement, graphic, building, landscape, interior, and urban design services.

City Fabrick has significant experience working in the Gateway Cities area working with community partners and a multitude of local agencies and nonprofit partners on a range planning, community visioning, and engagement processes including multiple park planning and design projects, affordable housing, community development, streetscape, neighborhood beautification, and public art. City Fabrick is currently providing landscape architecture services for a proposed senior housing and community center development in nearby Cudahy a mile from Randolph Avenue, engagement and communications support to the Gateway Cities Council of Governments, and designing a new park in North Long Beach by repurposing residual public right-of-way adjacent to the Los Angeles River.



City Fabrick Team



**Brian
Ulaszewski**

EXECUTIVE DIRECTOR /
PRINCIPAL

Brian Ulaszewski has over two decades of experience working in the design and planning field on work spanning tactical interventions like pop-up plazas and parklets to building and landscape projects to regional-scale planning and state policy. Brian has extensive experience working with local governments, developers, affordable housing providers, and nonprofit organizations on a wide variety of projects ranging from graphic, environmental, building, landscape and urban design. He has also returned to teach within the Landscape Architecture and Urbanism Department at the University of South California, School of Architecture. Brian is a recognized leader in city building, having been recognized by the American Planning Association.

LEED AP



**Mina
Emamifar
Roades**

DIRECTOR OF
LANDSCAPE DESIGN

Mina Emamifar Roades brings her passion and creativity in landscape architecture to her work creating spaces that enrich the lives of people. Mina brings over fourteen years of experience as a Landscape Architect to City Fabrick, as well as her knowledge as a Long Beach resident. She obtained her Bachelor's degree in Architecture from USC where she took courses in Landscape Architecture and found interest in receiving a Master's degree in Landscape Architecture at North Carolina State University College of Design. Her experience living and working on the east coast has given her expertise in the diverse plant material and different ecosystems of the area. Moving back to Southern California, Mina grew an appreciation for the unique opportunity to design with drought tolerant planting and natives, believing that our native species and adapted natives can create rich and lush environments that embrace our culture.

American Society of Landscape Architects



**Alex
Jung**

DIRECTOR OF
URBAN DESIGN + PLANNING

Alexander Jung brings to his work at City Fabrick a unique perspective working on urban design and planning projects in the public, private, academic, and nonprofit sectors. With over five years of experience, Alexander has proven to be an effective project manager, designer, and community facilitator in his involvement with several award-winning projects throughout Southern California. The range of projects Alexander has worked on include visioning and designing multimodal streetscapes, parks and open spaces, First/Last Mile connectivity plans, pedestrian and bicycle networks, and Transit Oriented Districts. Recently arriving to Long Beach, he has already worked on several plans and projects throughout the city.

American Institute of Certified Planners



**Angelica
Meza**

SENIOR
DESIGNER

A native to Southern California, Angelica attended Orange Coast College after high school. There she found her passion and went on to graduate from California State University, Long Beach with a Bachelor of Fine Arts degree in Graphic Design. Through the graphic design program, she was able to explore new cities and learn from various cultures from around the world, which have proven useful in her position at City Fabrick. Her previous experiences have allowed her to understand and collaborate with the many different clients and projects that pass through City Fabrick with great care, attention, and empathy. When spending her leisure time, she continues to learn about and support the local community by visiting various destinations like Long Beach Creamery and The Merchant.



**Christopher
Lacsina**

DESIGNER

Christopher Lacsina (he/him) is a landscape designer and public health researcher from Hawai'i with an interest in building health equity through design. He received his Master of Public Health at the University of Hawai'i and worked as a research assistant for the Hawai'i Public Health Institute (HIPHI). As a researcher he has experience in community engagement, capacity building, and evaluation in the areas of active transportation, food insecurity, and access to healthy foods. He received his Master of Landscape Architecture from the University of British Columbia. The range of projects that Christopher has worked on include open space design, community outreach and advocacy, community engagement, and park vision planning.



**Wanxing
Lin**

DESIGNER

Wanxing Lin (she/her) is a creative individual who specializes in landscape and urban design. She recently completed her Master of Landscape Architecture + Urbanism at the University of Southern California, along with her year long professional practice at eLandscript Studio and RELM Studio. Before joining City Fabrick, she worked as a program associate with the Sustainable SITES Initiative at U.S. Green Building Council, which equipped her with a multidisciplinary background in planning, policy, and advocacy. As a SITES AP, her experience also includes urban Low Impact Development System Research and Storm Water Best Management Practices design development. She looks forward to continuing to support a diverse array of project types and scales in design and planning practice, prioritizing community-led design, meaningful, high-performance outdoor spaces.

Certifications

SITES AP, US Green Building Council

With 1,200+ employees in 70 offices across the country, Ardurra is ranked 114 in Engineering News-Record's Top 500. We focus on seven key service areas including: public works/civil planning, design and construction management, water/wastewater planning design and construction management, traffic and environmental, site and land development, emergency management, structural engineering, and survey. In our local offices we also provide plan review and plan check, code compliance enforcement, and grant administration. The majority of our work is from public agencies. We not only have the specific related experience needed for this project, but an intimate understanding of the objectives and challenges you experience delivering projects.

We not only intend to meet the City's expectations—we intend to exceed them. With our offices throughout California, the Ardurra team provides unparalleled responsiveness. Close geographic proximity to the City makes us ideally suited to serve the City and ensures availability for meetings at the City's office and in the field as needed.

Ardura provides full-spectrum services to assist our clients from preliminary planning through project completion. From our substantial experience in the planning, design, and management of public infrastructure undertakings, we understand that projects today are driven by a balance of economic, environmental, social, and political factors. We believe in working in partnership with our clients to meet these challenges. We offer our clients an unmatched commitment to responsiveness, quality, and exceptional professional opportunities to our staff.

Ardurra offers a local community relations team that is very familiar with Southern California municipalities. Our professionals apply strategic, specialized communication methods that have been honed for decades to minimize issues that can arise from public opposition or controversy. Clients know that a dedicated, disciplined community relations team can help achieve a smooth implementation and even greater public support by project completion.

Ardurra Team



**Jose
Hernandez,
PE, QSD/P**

SENIOR
PROJECT MANAGER

Jose Hernandez, PE, QSD/P began his successful career as an intern for Caltrans District 12 while completing his undergraduate degree at California State University of Pomona in Pomona, CA. Jose has most recently served as senior project manager for a private consulting firm responsible for overseeing projects of varying size and complexity through design, permitting and construction. He has provided his expertise to clients including the Port of Long Beach, the City of Long Beach and the Cities of Rialto, Santa Clarita, Ontario, and Palmdale. Jose's accomplished projects have won ASCE Project of the Year for Airports and Ports and for Urban and Land Development.

Registration

2005/PE/Civil Engineering/CA #68384

Certifications

California Certified QSD/QSP: No. 024024



**Joe
Buckner,
PE, PLS, QSD**

PROJECT
ENGINEER

Joe Buckner, PE, PLS, QSD has more than 30 years of experience in the planning and design of streets, highways, and freeways, highways and arterial streets, right-of-way engineering, grading, sewer, water and storm drains. As project engineer, Joe has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles and Orange Counties. Joe has substantial experience with engineering of public works improvements, CAD drafting and preparing survey and right-of-way legal mapping. Most recently Joe has served as project engineer for the following Long Beach projects: Seaside Way Storm Drain, Atlantic Avenue Bulbouts, Santa Fe Avenue Rehabilitation, Alamitos Avenue Rehabilitation, 6th Street Bus Stop Relocation and Spring Street.

Registration

1989/PE/CA #45531; 1995/PLS/CA #7206; QSP/QSD



Andrea Mosqueda, PE

DESIGN
ENGINEER

Andrea Mosqueda, PE has six years of experience in civil engineering. Andrea has solid experience participating in design and water resources projects. With a tenacity to learn and apply acquired skills, Andrea seeks to grow into a well-rounded civil engineer and contribute to the betterment of infrastructure in the communities she serves. Andrea is bilingual in English and Spanish and possesses skills in concept development, hydrology, hydraulics, watershed modeling, water quality monitoring, public speaking, and volunteer management. She is proficient in multiple engineering software programs including ArcGIS, AutoCAD Civil 3D, HEC-RAS, WMS, and XPSWMM.

Registration

2021/PE/Civil Engineering/CA #99376

Certifications

Environmental Sustainability Professional (ENV SP)/ID 30684



Project Engineer

PROJECT
ENGINEER

Miguel Hurtado, PE, is a design engineer with significant civil engineering experience. Miguel has been involved with pedestrian and streetscape enhancements in the City of Long Beach, roadway widening in the Cities of Anaheim, Santa Fe Springs and Whittier and served as design engineer for LA Metro's I-605 Arterial Hotspots in the Cities of La Mirada and Santa Fe Springs that involved modification to raised medians, street widening and restriping. Miguel's expertise also includes PS&E preparation for the rehabilitation and reconstruction of streets, including pavement recycling experience using FDR and CIR. Miguel is proficient in AutoCAD, Civil 3D, inRoads and ArcGIS and has an in-depth knowledge of Southern California plan and specification criteria and standards.

Registration

2017/PE/Civil Engineer/CA #88091

Group Delta Qualifications



Group Delta Consultants, Inc. (Group Delta), established in 1986 as a California corporation, is a consulting engineering firm specializing in geotechnical engineering, environmental consulting, geology, materials testing, and construction inspection services.

The firm currently employs a staff of 94 and has five offices throughout southern California located in Torrance, Irvine, Anaheim, Ontario, and San Diego. Group Delta has extensive experience in providing services for agencies and cities throughout California that has included LA Metro, County of Los Angeles, and dozens of municipal agencies across the region.

These projects have included roadway/highway improvements and widenings, bridges, grade separations, rail, buildings, and other public facilities.

They respond quickly to requests; anticipate and solve potential problems early; and work to minimize costs and maintain schedules. Their experience in providing services for municipalities and transportation projects combined with their diverse expertise in hazardous waste and geotechnical services gives their team the ability to provide a unique and unparalleled benefit to all projects.

Group Delta Team



**Curt
Scheyhing,
GE**

PRINCIPAL GEOTECHNICAL
ENGINEER

Mr. Scheyhing has more than two decades of experience in project management, design review, directing field and laboratory investigations, performing engineering analysis and design, and preparing geotechnical studies and reports. He has played a key role in numerous Caltrans and local agency transportation projects in the counties of Riverside/San Bernardino (District 8), Orange (District 12), Los Angeles (District 7), and San Diego (District 11). Mr. Scheyhing is a technical expert in geotechnical engineering for roadways, bridges, and retaining structures in a variety of terrain ranging from liquefaction prone hydraulic fills to alluvial sites to soft and hard rock sites, and has prepared numerous Preliminary Foundation Reports (PFRs) and Foundation Reports (FRs) for walls and bridges as well as Materials Reports (MRs) and Geotechnical Design Reports (GDRs) for roadways, following applicable Caltrans standards. His analytical/design experience includes analysis of static and seismic slope stability of soil and rock slopes, design of spread footings, driven piles, and drilled piles for bridge and retaining wall foundations, geotechnical design of earth retaining structures including cast-in-place concrete walls, MSE walls, soil nail walls, retaining walls, sound walls and tieback walls, settlement analysis for foundations and earth fills, lightweight fills, liquefaction evaluation, and ground improvement including surcharge and stone columns.

Registration

Civil Engineer, California No. 59216 Geotechnical Engineer, California No. 2766



**Michael
Givens, PhD,
PE, GE, PG**

OFFICE MANAGER /
ASSOCIATE ENGINEER

Mr. Givens, PhD, PE, GE is Group Delta's Irvine Office Manager and Associate Engineer. Dr. Givens brings over 15 years of experience in geotechnical and geological engineering. He has conducted project studies and formulated recommendations for various projects including slope stability, bridges, retaining walls, roads and parking lots, pipelines, sewer lines, storm drains, residential and commercial construction as well as litigation support. He's also experienced in environmental consulting including environmental site assessments. Notable projects he's worked on include the I-405 Improvements Project, Gerald Desmond Bridge Replacement, and the Crenshaw/LAX Transit Corridor

Registration

Professional Engineer, California No. 81361
Geotechnical Engineer, California No. 3145
Professional Geologist, California No. 9284

Burnham Development Qualifications



Bridging developer vision and land use possibilities through development advising, project development, due diligence, site selection, team assembly, project design, quality control, client advocacy, and navigating agency approvals.

Known for a depth of experience in government entitlement and project development processes, Burnham Planning & Development helps developers both small and large approach implementation of development projects with full clarity and knowledge of local land use policies, entitlement and permitting processes. We bridge developer vision and land use possibilities for mutually beneficial outcomes for our clients and the community, with an emphasis on creating great places for people.

Started by Derek Burnham in 2013, Burnham Planning & Development represents private-sector owners and developers providing specific insight and technical expertise on a variety of planning, zoning, project development and real estate matters and is known for fostering strong relationships with key municipal leaders, government agency staff, local organizations and stakeholders necessary to effectively communicate client needs and facilitate development

projects through local government entitlement and building processes.

Burnham Development Team



Derek Burnham
PRINCIPAL

Derek Burnham has more than 20 years experience in the urban planning and real estate fields in both the public and private sector. Mr. Burnham started Burnham Planning & Development, an urban planning and real estate development firm, in October 2013. Burnham Planning & Development offers a wide range of services for real estate development projects, including site selection, property acquisition, due diligence, project management, entitlements, and permitting, for projects throughout Southern California.

Since 2013, Burnham Planning & Development has assisted in the approval of more than 1,000 residential units, facilitated the adaptive reuse of more than 100,000 square feet of commercial space, and provided services to more than 70 clients. Prior to starting Burnham Planning & Development, Mr. Burnham served as the Planning Administrator for the City of Long Beach where he was involved in many high-profile projects and major policy efforts throughout Long Beach. Most notably, Mr. Burnham was one of the key staff members involved with the preparation of the award winning Downtown Plan and Program EIR. Mr. Burnham was also responsible for overseeing all Planning Bureau functions including development project review and permitting functions.

Mr. Burnham attended the USC Sol Price School of Public Policy where he received a Masters in Urban Planning with an Economic Development concentration. He also holds an undergraduate degree in Sociology from Carroll College in Montana.



Ford Do
VICE PRESIDENT

Ford Do has been working in real estate for over 15 years. He started his career as a property manager for his family's multi-family assets and has extensive experience in value-add projects, leasing, maintenance, and tenant relations. Prior to joining Burnham Planning & Development as Vice President, Ford served on the acquisitions and project management teams for KB Home, a publicly traded homebuilding company. He worked on many residential projects. He has experience in underwriting, entitlement, land development, project management, and bond exoneration. He has participated in entitling and constructing more than 800 residential units. Projects he has worked on include: Elderberry at Portola Springs in Irvine (83 SFD units), Prado at Cadence Park in Irvine (87 attached condo units), Sage at Portola Springs in Irvine (125 attached condo units), Highmark at Ironridge in Lake Forest (83 SFD units), Lotus in Santa Ana (35 SFD units), and Euclid Place in Anaheim (39 attached and detached condo units).

Ford attended the Paul Merage Business School at the University of California, Irvine where he received a Masters in Business Administration (M.B.A) with a focus on Finance and Real Estate. He also holds an undergraduate degree in Business Economics from the University of California, Irvine.

Relevant Projects Matrix

PROJECT	TYPOLGY	LOCATION	SCOPE
Drake/Chavez Park Connector	Park Expansion	Long Beach, CA	Landscape Design +
51st Street Greenbelt	New Park	Long Beach, CA	Landscape Design +
West LA Veteran Community	New Parks and Transportation	Los Angeles, CA	Planning + Design +
One San Pedro	New Parks and Transportation	San Pedro, CA	Planning +
On-Call Services	Parks and Transportation	Pasadena, CA	Civil Engineering +
Villages at Cabrillo	New Parks and Transportation	Long Beach, CA	Planning + Design +
14th Street Park	Park Expansion	Long Beach, CA	Planning + Design +
Hamilton Greenbelt	New Park and Transportation	Long Beach, CA	Park Planning
De Forest Park Vision Plan	Existing Park and Transportation	Long Beach, CA	Park Planning
Long Beach Boulevard Bus Island	Transportation	Long Beach, CA	Landscape Design
Cudahy Senior Housing	Housing and Community Center	Cudahy, CA	Landscape Design
Villa Vanowen	Supportive Housing	Los Angeles, CA	Landscape Design
Parks, Recreation, and Marine Plan	Department Strategic Plan	Long Beach, CA	Planning
Uptown Open Space Plan	Park Network	Long Beach, CA	Planning
Avalon Park Master Plan	Park Network	Avalon, CA	Planning
San Pedro Parklets	Transportation and Placemaking	San Pedro, CA	Landscape Design
Sound Garden	Park Improvement	Long Beach, CA	Landscape Design
Veteran Valor Plaza	Park Improvement	Long Beach, CA	Landscape Design
Jenni Rivera Playground	Park Improvement	Long Beach, CA	Landscape Design
Los Angeles County Parks On-call Service	Park Development	Los Angeles, CA	Park Planning + Engagement
Avalon Canyon Fitness Trail	Transportation	Avalon, CA	Landscape Design
Spark Commons	New Park	Long Beach, CA	Landscape Design
Santa Ana Urban Farm	New Urban Farm	Santa Ana, CA	Landscape Design
Gumbiner Park	New Park and Transportation	Long Beach, CA	Planning + Design
MLK Jr. Park	Existing Park	Long Beach, CA	Park Planning
MacArthur Park	Existing Park	Long Beach, CA	Park Planning
Scherer Park	Existing Park	Long Beach, CA	Park Planning

51st Street Park



This new park repurposes unclaimed right-of-way to create much needed active open space for this park poor community while establishing formal access to wetlands developed Los Angeles River.

Client

City of Long Beach, Port of Long Beach

Duties Performed

Landscape Architecture and Community Engagement

Project Timeline

2022 - 2023

Unused surplus right-of-way sandwiched between Deforest Avenue and the recently completed Deforest Wetlands provides an ideal canvas to create a scale park that enhances connectivity through the neighborhood, and adjacent elementary school, artificial wetlands, and Los Angeles River regional bike path. The two-block long, one-acre park leverages two dozen mature oak and sycamore trees to provide the sense of a long-established park for this neighborhood.

The existing trees also provide a unique context for designing a youth-oriented, bicycle training course, complete with nearly twenty different street conditions for learning to bike safely. The two ends of the park are anchored by pedestrian plazas, with play spaces and fitness installations in between. 51st Street Park is also designed with new green infrastructure including a bioswale running the length of the greenbelt, providing sustainable stormwater management while separating the roadway from the park's walking and bike paths.

Project coordination with the Water Replenishment District provides access to multiple testing wells located within the new park. Additional project coordination with the Water Department accommodates to existing water mains and with the County Flood Control Authority to maintain access to their facilities along the Los Angeles River. The team also collaborated with the Public Works Department to incorporate street improvements and ADA access upgrades between the neighborhood and new park.



Gumbiner Park



This new park will bring people out of their homes to experience new activities such as yoga, the arts, and skateboarding.

Partners

City of Long Beach, AECOM, and The California Endowment

Duties Performed

Community Engagement, Conceptual Design

Project Timeline

2015

This open space project realigns a complicated series of intersections to improve safety and pedestrian circulation while creating about an acre of public open space for a park-poor community in Central Long Beach. This involved consolidating the five intersections into three intersections while closing one block of roadway, which ultimately removed the most dangerous intersection in the city while creating an urban park that has quickly become the hub of a half dozen surrounding cultural, religious and learning institutions.

City Fabrick developed the original concept for the street realignment and park, worked with city officials and community stakeholder to develop the schematic park design and program and worked with city officials to pursue funding. Additionally, City Fabrick led the photography of the newly built landscape of the park and its features, including amenities and surrounding buildings. Additionally, photos of buildings and landscape were captured of the surrounding neighborhood to highlight important features in the surrounding community. This involved our team of designers and photographers with DSLR cameras and lenses to enter into the site and capture the landscape. These high quality photos were then sorted and adjusted using photo editing software to enhance their visual output. These photos were used by several media outlets and the City of Long Beach to showcase the newly formed park.



Spark Commons



Spark at Midtown, a mixed use development, will bring affordable apartments, community-serving retail, and a multi-faceted outdoor park space to the City of Long Beach.

Client

LINC Housing, City of Long Beach, Enterprise Community Partners, D33

Duties Performed

Master Planning, Urban Design Community Engagement, Architecture, Transportation, Planning

Project Timeline

Completed in 2021

The Spark at Midtown is a mixed-use affordable housing community along the Long Beach Boulevard Transit corridor. Nearly one hundred dwelling units consist of permanent supportive housing, and family housing, serving the growing need in this diverse community. The units are oriented around a pair of courtyards with bountiful common areas and amenities.

The ground floor is dedicated to a collection of nonprofit organizations curated to serve new residents above and already living in the surrounding neighborhood. Future partners include the YMCA of Greater Long Beach, the Long Beach Health and Human Services, a family health clinic, a teaching kitchen, and multiple social enterprises. As part of the Spark, the adjacent Rhea Street will be closed to traffic and converted into a new public open space, complete with a playground, outdoor fitness equipment, and a community garden.

Since the Spark's inception, City Fabrick has collaborated with LINC Housing to develop the urban design, communications, and project program. City Fabrick continues to be involved through integration and implementation, working with partners to design each of the unique street-level community space, and provide landscape design services for the public open space and streetscape, including accommodations for a future cycle track along Long Beach Boulevard.

The design process for these community integration elements included prototyping the plaza design and program partners for a day-long pop-up park, which influenced design and programming elements for the final project. The innovative outreach and engagement strategy was supported through a grant funded by Enterprise Community Partners.



Los Angeles County Parks On-call Service



City Fabrick provides on-call landscape architecture, park planning, and community engagement services to the Long Beach Parks, Recreation, and Marine Department. Included are a few park improvement projects.

Partners

City of Long Beach, Long Beach Community Foundation, Conservation Corp of Long Beach, Jenni Rivera Foundation

Duties Performed

Landscape Architecture and Community Engagement

Project Timeline

Ongoing

Veteran Valor Plaza is an extensive renovation, expansion, and enhancement of an existing monument in North Long Beach's Houghton Park dedicated to Veterans. Building upon the original memorial and elevated Huey Helicopter a larger memorial walk and garden were constructed to tie the memorial to the street corner. An additional programming space and transit plaza were constructed at the corner with furniture, gateway signage, and electronic reader board creating a welcome entry into the regional park.

The Veteran Valor Plaza was developed in collaboration with the Long Beach Parks, Recreation and Marine Department, and the Long Beach office of Veteran Affairs. City Fabrick extensively engaged residents, local stakeholders, and the Veteran community as part of a complex discussion related to honoring local veterans. This included events, programming, and design of the Veterans Valor Plaza project, which City Fabrick also provided full landscape design services.

Jenni Rivera Park improvements include active programming, seating, and playground that activates the previously passive greenbelt that straddles Midtown Long Beach and the City of Signal Hill. The public greenbelt created from former Pacific Electric Streetcar right-of-way is an important community asset connecting a dozen local schools and parks. While an essential public open space, the park lacked active programming and amenities, primarily used for its walking trails, biking, and connection to other neighborhoods.

The addition of the playground provided a much need active space for children to play and families to gather. City Fabrick worked with multiple City departments and agencies to navigate a complex array of subsurface utilities and easements to locate and design the playground and surrounding amenities to best serve the community. The team worked with the Jenni Rivera Foundation to incorporate art installations along the greenbelt including a mural of the iconic musician.



Sound Garden is an interactive sonic-art play installation developed in North Log Beach's Houghton Park, adjacent to the newly renovated community center. The playful art space includes a symphony of outdoor instruments and sound-making equipment oriented around a conductor's platform. It's location ties together two existing age-oriented playgrounds and the community center to create a central node of activity for the regional park.

City Fabrick worked with the Long Beach Community Foundation to engage North Long Beach stakeholders to determine the landscape for art development and programming in the Uptown Business District. The Sound Garden is intended to augment other improvements in Houghton Park as designed in the Master Plan to create a northern civic anchor to the business district, a counterweight to the Michelle Obama Library and Plaza. Funded through the Knight Foundation donor advised fund, City Fabrick provided community engagement and full landscape design services for the Sound Garden.



DeForest Park Vision Plan



With the high park demand, the park serves the needs of both local residents and regional visitors by offering sports courts, sports fields, playground, community center, equestrian trail, and organized sports and youth programs.

Client

Long Beach Parks, Recreation & Marine, Conservation Corps of Long Beach, Camp Fire Angeles Council

Duties Performed

Community Engagement, Urban Planning, Landscape Design, Grant Writing

Project Timeline

Completed in 2020

Tucked between the Los Angeles River and a largely residential neighborhood, DeForest Park is truly a hidden gem for the North Long Beach community, which has nearly six times less park space than the rest of the city. With the high park demand, the park serves the needs of both local residents and regional visitors by offering sports courts, sports fields, playground, community center, equestrian trail, and organized sports and youth programs. Just south of 15-acre DeForest Park, the 34 acres of the DeForest Park Wetlands was restored and opened in 2018 for public use while retaining flood management control properties.

With Proposition 1 funding from the State, City Fabrick is partnering with Long Beach Parks, Recreation & Marine, Conservation Corps of Long Beach, and Camp Fire Angeles Council to develop the DeForest Park Vision Plan, which will guide future investment in the park and wetlands area. The Plan involves a robust public outreach strategy that involves engaging community members throughout the decision-making process. Based on the community feedback, City Fabrick developed a conceptual design for the future park and policies to support its development, which was included into the Plan for the Parks and Recreation Commission and City Council adoption in 2020.

City Fabrick's services included community engagement, GIS mapping, environmental, land use, open space, parks, and trail planning, product outreach, graphic design, and many more.



West LA Veterans Campus Community Plan



The North Campus of the West Los Angeles Veterans Affairs campus will become a vibrant, cohesive, and supportive residential neighborhood for homeless and at-risk Veterans and their families.

Partners

West Los Angeles Veterans Collective [Century Housing] and the United States Dept. of Veterans Affairs

Duties Performed

Land Use Planning, Urban Design, Community Engagement, Transportation Planning, Landscape Design

Project Timeline

2018 - Ongoing

The Department of Veterans Affairs Greater Los Angeles Healthcare System, West Los Angeles Medical Campus houses both administrative and medical facilities, and is one of the largest healthcare facilities within the Department of Veterans Affairs. The approximately 388-acre campus is located within an unincorporated island of the County of Los Angeles, while surrounded entirely by the City of Los Angeles. City Fabrick is leading the comprehensive design and planning for the redevelopment, as well as the extensive community engagement and communication associated with the overall process. Existing vacant buildings are being renovated and new buildings are being constructed on underutilized land parcels to create the Veteran-serving permanent supportive housing, services, and amenities.

The West Los Angeles North Campus Community Plan envisions a Veteran-serving neighborhood that will provide a space for collective impact and collaboration between the West LA Veterans Collective, Veterans Affairs staff, local stakeholders, and Veteran community partners in order to aggressively combat the homelessness crisis facing Veterans in Los Angeles County. The West Los Angeles Veterans Collaborative is tasked with developing permanent supportive homes for up to 1,691 Veterans, but the plan incorporates previously approved Veteran-serving housing to be developed by partners, for a total of 2,000 residents.

The Plan also involves extensive engagement with Veterans, on-campus stakeholders, Veteran-serving groups, and local community groups to understand the unique needs that are essential to best serve our Veterans. Through efforts to respond to COVID-19 conditions and continue engagement efforts, creative online and in-person engagement strategies include the use of online surveys and Zoom meetings, updated website engagement and development information, and postcard surveys sent via mail and left as a stand-alone option to ensure social distancing measures.

One San Pedro Community Plan



The revitalized Rancho San Pedro will be a mixed-use, mixed-income, multigenerational village bridging Downtown, Barton Hill, and the waterfront.

Partners

Housing Authority City of Los Angeles, The Richman Group, Century Housing, National CORE,

Duties Performed

Master Planning, Urban Design Community Engagement, Architecture, Transportation Planning, Landscape Design

Project Timeline

Ongoing

The Housing Authority of the City of Los Angeles has engaged the development collective of The Richman Group, Century Housing, and National CORE to plan and redevelop the Rancho San Pedro affordable housing community. City Fabrick is leading the comprehensive design and planning for the redevelopment, as well as the extensive community engagement and communication associated with the overall process. This effort is being coordinated with the community development plan being created for the larger area surrounding the Rancho San Pedro property.

Situated between Downtown San Pedro, Barton Hill neighborhood, and the active waterfront, the Rancho San Pedro community redevelopment plan is being conceptualized as an opportunity to build physical, economic, emotional, and cultural connections to create One San Pedro. The plan is being developed through extensive engagement with Rancho San Pedro residents and stakeholders from the larger community, through resident involvement in the People's Planning School, interactive workshops and walking tours, and establishment of a local OSP office, designed by City Fabrick. The community planning effort is to be completed towards the beginning of 2020, and the associated Specific Plan to be drafted during the summer, with environmental review taking place throughout 2020.

City Fabrick's services included community engagement, GIS mapping, environmental, land use, open space, and parks planning, product outreach, graphic design, and many more.



Client References

CITY OF LONG BEACH – PARKS, RECREATION, AND MARINE DEPARTMENT

NAME + TITLE	CONTACT INFO	PROJECT	BUDGET + TIMELINE
Nancy Villaseñor Parks Planning and Partnership Manager	562.570.3165 nancy.villaseñor@longbeach.gov	51st Street Park	\$3,500,000 2022-23

CENTURY HOUSING

NAME + TITLE	CONTACT INFO	PROJECT	BUDGET + TIMELINE
Brian D' Andrea Senior Vice President	310.663.9802 bdandrea@century.org	West Los Angeles Veteran Community	\$500,000,000 + for Plan \$5,000,000 for Mobility Project 2019-22 planning – construction current

CONSERVATION CORP OF LONG BEACH

NAME + TITLE	CONTACT INFO	PROJECT	BUDGET + TIMELINE
Phil Hester Board Secretary (Project Coordinator)	714.402.4152 phester94@gmail.com	Deforest Park	\$2,500,000 for initial phases 2019-20 planning – construction current



Approach to **Scope of Services**

Approach to Scope of Services



City Fabrick will work with the Maywood Community Services Department staff to develop and execute an engagement plan, investigate site opportunities and constraints, develop conceptual design, and support the environmental review, entitlements, and real estate negotiations for the development of the Randolph Avenue Beautification Project.

The scope of work includes base tasks one through five and optional tasks six and/or seven as services that City Fabrick would be provided as requested by the City. **The scope of work, deliverables, schedule, and fees and terms would be refined in collaboration with City staff.**

TASK 1: PROJECT MANAGEMENT

Months 1-12

City Fabrick is well equipped to manage complex projects requiring a range of skillsets and scales as we lead projects ranging from master planning large communities to architectural projects with large consultant teams with interlacing organizational structures under our contact and directly with the client, to public facilities centered on landscape design. Our team has the ability to adapt to

different project scales and timelines with makeups tailored to the unique project parameters whether related to parks and open space, mobility and streetscapes, climate adaption and resiliency, and/or beautification.

Upon project kickoff, the team will define the project goals, parameters, and partners to clearly articulate amongst the various parties involved internally and externally. While subsequent phases will lead to refinements of these overarching considerations it is essential that they are recorded so any deviation is done so thoughtfully, understanding potential ramifications. Throughout, City Fabrick will reinforce consistent communications, schedules, and roles and responsibilities among the partners involved. This will include facilitating meetings with drafting agendas, facilitating, coordinating meeting notes, and tracking action items.



City Fabrick will coordinate information collection, documentation, and file management related to the project including those related to project delivery as well as regulatory and funding compliance. Additionally, City Fabrick will also manage the project schedule and process including investigation, community engagement, stakeholder coordination – including the railroad company, regulatory and environmental clearance, and conceptual engineering and design.

Deliverables include:

Refined scope of work for notice of proceed

Project process and schedule

Project team roster and communications chart

Kick-off meeting with agenda and notes

Regular coordination meetings with agenda and notes

TASK 2A: SITE INVESTIGATION

Months 1-2

Development and redevelopment within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering support to provide a cohesive account of the project parameters. This comprehensive project scope is augmented by high-level analysis of hydrology and hydraulics, geotechnical and site systems.

This discovery phase considers a wide range of social, physical, fiscal, and regulatory aspects of the project, as well as the surrounding context and community that it will impact. The work includes physical analysis such as surveys, utility investigation, geotechnical analysis, geospatial mapping, and multiple site visits at different times and days to determine opportunities and constraints. Discovery also includes reviewing historic and cultural conditions, literature review of relevant regulatory and planning documents, and engagement with the City, community, and partners. This comprehensive analysis lays a solid foundation for future engagement, design, and execution can be built from.

A project survey will consist of boundary and topographic survey of the site limits established within the Request



for Proposal including Randolph Avenue within the City of Maywood from Pine Avenue to Walker Street, though there could be an economy of scale to coordinate with adjacent jurisdictions to extend the project scope along the length of Randolph if an expanded project is every anticipated. The survey shall include surface features including grade breaks, railroad tracks, curb/gutter, pavement, walls, fences, structures, and other observed features, surface utilities and utility markings present at the time of survey. With support from the City providing current title report, utility marking, and coordination prior to performing the site survey and the boundary survey and plotting of easements will be necessary for this project and are therefore included. Identifying easements will also be included as part of the survey to assure easements are quit claimed if necessary, eventually.

Cursory geotechnical analysis will include review of readily available information regarding the geologic and geotechnical conditions at the proposed site along with any existing information provided by the City, a site visit will be performed to inspect the current condition of the site, and preparation of a high level geotechnical report detailing our findings and preliminary recommendations for the site to support the conceptual planning and schematic design. More robust geotechnical and Phase 1+2 environmental conditions analysis could be necessary at future stages.

Deliverables include:

- ALTA survey**
- Desktop geotechnical study**
- Literature report**
- Site context mapping**
- Existing Conditions Imagery**
- Historic context report**
- Six (6) Geospatial Information Systems Maps**
- Walk audit and summary**
- Asset/challenge diagram(s)**
- Opportunities/constraints diagram(s)**
- Existing Conditions Summary Report**

TASK 2B: CONCEPTUAL DESIGN

Months 3-12

Development within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering and entitlement support to provide a cohesive account of the project parameters. The proposed services include developing up to three initial design concepts and refining to one Conceptual design package that incorporates input from the City, relevant stakeholders, and residents of Maywood.

City Fabrick will prepare research, design, and presentation material for up to three project concepts to be used throughout the research, community engagement, and planning process. The intention of this phase is to gain community input throughout the community engagement and coordination process to help clearly define the proposed project parameters. Upon completion the project be defined sufficiently to review for potential environmental impacts – or benefits, design considerations, and necessary regulatory approvals for the project to be considered ready suitable to seek funding through most sources. The design will also be sufficient to develop rough order of magnitude cost estimations for construction and maintenance.

The Final Report will incorporate the elements developed through the various tasks providing an action-oriented roadmap for developing the Randolph Avenue Beautification Project. It is intended to allow land use, policy, and investment determinations to be made within a realistic framework that recognizes the resource limitations and opportunity of open, underused land. The Report will summarize the existing conditions, investigation, community voice, and finalized conceptual design. The report serves as a blueprint for community partners and civic leaders to be champions for implementation and stewardship of the new community asset.

Deliverables include:

Three Initial Design Alternatives

- Overall Map
- Design Strategy Diagram
- Two (2) Cross-sections

Precedent Imagery

Three (3) Project Case Studies

Conceptual Design Deliverables include:

Overall Project Map

Four (4) Overall Design Strategy Diagrams

Two (2) Renderings

Eight (8) Focused Design Sections (two-block increments)

- Enlarged Landscape Plan
- Two (2) Cross-sections
- Three (3) Design Diagrams

Preliminary Civil Engineering Studies

- Drainage
- Water Quality
- Earthwork

Cost Estimation – Construction and Maintenance

Project Conceptual Design Report

TASK 3: ENVIRONMENTAL REVIEW + COMPLIANCE

Months 6-12

Projects large and small require analysis of the potential environmental impacts and benefits that could result through construction and implementation. While much of the focus is related to compliance with funding agencies and regulatory approval the process is also essential for determining how the project can be refined or enhanced to result in restorative care for the community. This work would include preparation and coordination of Preliminary Environmental Studies (PES) for level of review, environmental clearance, and coordination necessary technical studies for CEQA/NEPA compliance. This scope of work assumes that the level of environmental review will be limited to Categorical Exemption.

Our project team is also well-equipped to support the City for submitting and obtaining encroachment permits related to county, state, and even federal rights of ways and facilities as required for landscape and park projects. City Fabrick is working to develop 51st Street Park, repurposing residual public right-of-way adjacent to Los Angeles County Flood Control facilities requiring coordination of easements, access, and utilities. City Fabrick is also working with county, state,



and federal agencies on a range of mobility, open space, and infrastructure projects for developing a supportive community on the West Los Angeles Veterans Affairs campus requiring negotiations and approvals through layers of easements, leases, and access agreements.

Deliverables include:

Planning Permit Application and Coordination

CEQA (Categorical Exemption) Application and Coordination

TASK 4: REAL ESTATE ADVISORY

Months 4-8

Rails to Trails projects often require complex negotiations between railroad companies, regional and state transportation agencies, and local jurisdictions. Principals of Burnham Development have been involved with negotiations between local jurisdictions and transportation agencies to establish shared benefits from regional transportation assets. They would support the City researching best practices and negotiating with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. This would include supporting Maywood's application for a lease beautification application with the agency, and the selected reviewing the beautification lease agreement and providing recommendations for the City.

Deliverables include:

Case study report for Rail to Trail lease agreements with best practices

Memorandum for review and recommendation of lease agreement

Four (4) Meetings related to lease agreement

TASK 5: COMMUNITY ENGAGEMENT

Months 3-10

City Fabrick possesses the expertise necessary to develop robust in-person and digital outreach strategies that are customized to each community we work in. City Fabrick has over 10 years of experience successfully providing community outreach and engagement for parks and open



space efforts throughout the Los Angeles region with various public partners. City Fabrick has successfully led community engagement efforts for over a dozen of open space projects and countless other types of urban planning related efforts with various jurisdictions each consisting of different target population types and unique financing plans. This includes our award-winning plans and designs for existing parks, new parks, and park improvements, park systems, and park organizations, each emphasizing a community-based approach to planning and design.

The community voice for this process will be built upon feedback, narratives, and information collected through previous engagement activities and efforts. Baseline engagement for this process will take the form a general survey that will build quantifiable data about the future park user experience, needs, and desire. The survey will be available in hard copy and online – available in English and Spanish, will be provide essential information as well as initial contacts to follow-up when drawing participants for future workshops and focus groups.

Along with collecting the input from previous projects and planning efforts there will be at least three community workshops (including one virtual) distributed along Randolph

Avenue – working with City staff and community partners to discuss needs, assets, opportunities, and challenges for establishing new public open space along this corridor. This scope will include meeting facilitation, creating workshop activities including role-playing, forced-choice, and shared learning. The workshop activities will be designed to be compatible with other meeting structures and potential community events to expand participation beyond those who might not typically attend a public workshop.

Completing the community engagement process will include a series of focus group meetings and stakeholder interviews to gather additional input, context, and support for the process, report, and park designs. The survey, workshop, and follow-up interviews and meetings will be staged throughout the process to collect information and feedback at different stages of the research, planning, prioritization, and design – while also reporting back what was heard and how it guides the project. The entirety of information, narrative, and feedback will be condensed into a community voice chapter of the final report while raw information will be cleaned and consolidated within an appendix section of the document.

Deliverables include:

Resident Survey – Online and Onsite

- Online Survey Coordination
- Physical Survey and Postcard
- Survey Return Boxes

Three (3) Community Workshops

- Outreach Material – fliers and social media
- Slideshow Presentation
- Workshop Facilitation
- Workshop Activities/Games

Additional Engagement

- Six (6) Stakeholder Interviews
- Three (3) Focus Group Meetings

Community Voice Summary Report

OPTIONAL

TASK 6: DEMONSTRATION/ENGAGEMENT EVENT

There is the opportunity to demonstrate the potential for Randolph Avenue to become a community asset through temporary interventions, programs, or events as part of the engagement process. City Fabrick is an industry leader in the application of tactical urbanism as part of community development and engagement developing pop-up demonstration projects across the region associated with planning, design, and development. Optional Task 6 would be to organize an event or series of events and/or installations along Randolph Avenue to promote its future as a greenbelt.

This would be done in conjunction with the engagement process to demonstrate, gain input, and test elements of the beautification project. This can include but would not be limited to pop-up engagement installations, a 2-mile fun run, temporary signage, and median cleanups. Along with demonstrating the possibilities and gaining input from the community the demonstration project(s) will build awareness and interest in the project, ultimately catalyzing community champions for its implementation and stewards for its sustainability. In collaboration with the City and community partners, City Fabrick would develop the demonstration project(s) and provide logistic capacity for execution of the project/event.

Deliverables include:

Outreach Material – fliers and social media

Engagement Activities Material

Event Logistic Support

OPTIONAL

TASK 7: MULTI-CITY DESIGN PITCH PRESENTATION

Randolph Avenue straddles between multiple cities which provides the opportunity to this to be an asset to residents beyond Maywood. As part of the initial design and site investigation process would be an optimal opportunity to engage the Cities of Huntington Park and Bell to expand the scope and benefit of the Randolph Avenue beautification project and offer economy of scale for developing a larger and longer community asset. City Fabrick would develop conceptual level presentation material, demonstrating the potential benefits of an expanded Randolph Avenue Beautification Project to present to neighboring jurisdictions, regional agencies, and potential funders.

Deliverables include:

Six (6) Geospatial Information Systems Maps

Expanded Project Map

Four (4) Design Strategy Diagrams

Two (2) Renderings

Six (6) Meetings with City Partners

Cost --- Proposal

Cost Proposal

For the scope of work described in this proposal, the City of Maywood will pay City Fabrick a fixed fee of \$269,280 [including a \$12,000 allowance for reimbursable and printing expenses] in monthly installments based on percentage of work complete.

COST PROPOSAL					
TASK	CITY FABRICK	ARDURRA	BURNHAM	GROUP DELTA	TOTAL
1 Project Management	22,800	1,150	-	-	23,950
2A Site Investigation	11,800	51,720	-	10,720	74,240
2B Conceptual Design	62,400	17,990	22,800	-	80,390
3 Environmental Review	16,800	-	17,700	-	34,500
4 Real Estate Advisory	-	-	11,800	-	11,800
5 Community Engagement	32,400	-	-	-	32,400
SUBTOTAL	146,200	70,860	29,500	10,720	257,280
Direct (translation, printing, etc.)					12,000
TOTAL					269,280
Optional: Demonstration/Engagement Event (direct and indirect)					10-20,000
Optional: Multi-City Design Pitch Presentation					15,000

DIRECT COST ASSUMPTIONS
Printing and Copying will not include additional fees beyond direct cost.
Mileage will be charged at the current rate determined by the Internal Revenue Service.
City Fabrick retains translation services regularly for engagement work.
Venue rentals for engagement activities will be covered by the City, assuming use of public facilities.
Permit, plan check, and inspection fees will be covered by the City.
Incidental expenses will be presented to City staff before incurring costs.



THANK YOU



BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR

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PROPOSAL FOR PROFESSIONAL SERVICES

CITY OF MAYWOOD – COMMUNITY SERVICES

Rudolph Avenue Beautification – Landscape Architectural Services

A. INTRODUCTION

City Fabrick is a nonprofit design studio reshaping, restoring, and empowering communities through collaborative public-interest design, planning, policy development, and advocacy. Based in Long Beach, City Fabrick engages communities in Southeast Los Angeles County across a range of matters related to improve residents' quality of life and outcomes. City Fabrick is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as collaborate to initiate positive change communities. City Fabrick's involvement with this initiative provides the following community benefits that align with our mission:

- Great Parks and Places: by increasing park acreage and access for a park poor community.
- Thriving Neighborhoods: by providing more public recreational opportunities for residents to promote physical, mental, and emotional health.
- Resilient Communities: by expanding urban forestry, habitat, and permeable area to make the community resilient to climate change while mitigating pollution impacts.
- Moving People: by creating a mile-long active transportation trail, connecting residents to multiple schools and community amenities.

City Fabrick is a Long Beach nonprofit organization that collaborates with partners on community enhancing projects and initiatives taking a variety of roles that best ensure success for all those involved. Our unique structure provides the capacity to be a consultant, collaborator, grantee, or part of a coalition. City Fabrick's work includes but is not limited housing, parks and open space, transportation, climate resiliency, cultural development and providing technical and creative capacity planning, communications, and engagement, graphic, building, landscape, and urban design services.

City Fabrick has significant experience working in the Gateway Cities area working with community partners and a multitude of local agencies and nonprofit partners on a range planning, community visioning, and engagement processes including multiple park projects, affordable housing, community development, streetscape, neighborhood beautification, and public art. City Fabrick is currently providing landscape architecture services for a proposed senior housing and community center development in nearby Cudahy a mile from Randolph Avenue, engagement and communications support to the Gateway Cities Council of Governments, and designing a new park in North Long Beach by repurposing residual public right-of-way adjacent to the Los Angeles River.

B. SCOPE OF SERVICES

City Fabrick will work with the Maywood Community Services Department staff to develop and execute an engagement plan, investigate site opportunities and constraints, develop conceptual design, and support the environmental review, entitlements, and real estate negotiations for the development of the Randolph Avenue Beautification Project. The scope of work includes base tasks one through five and optional tasks six and/or seven as services that City Fabrick would be provided as requested by the City. The scope of work, deliverables, schedule, and fees and terms would be refined in collaboration with City staff.

Task 1: Project Management

Months 1-12

City Fabrick is well equipped to manage complex projects requiring a range of skillsets and scales as we lead projects ranging from master planning large communities to architectural projects with large consultant teams with interlacing organizational structures under our contact and directly with the client, to public facilities centered on landscape design. Our team has the ability to adapt to different project scales and timelines with makeups tailored to the unique project parameters whether related to parks and open space, mobility and streetscapes, climate adaption and resiliency, and/or beautification.

Upon project kickoff, the team to define the project goals, parameters, and partners to clearly articulate amongst the various parties involved internally and externally. While subsequent phases will lead to refinements of these overarching considerations it is essential that they are recorded so any deviation is done so thoughtfully, understanding potential ramifications. Throughout, City Fabrick will reinforce consistent communications, schedules, and roles and responsibilities among the partners involved. This will include facilitating meetings with drafting agendas, facilitating, coordinating meeting notes, and tracking action items.

City Fabrick will coordinate information collection, documentation, and file management related to the project including those related to project delivery as well as regulatory and funding compliance. Additionally, City Fabrick will also manage the project schedule and process including investigation, community engagement, stakeholder coordination – including the railroad company, regulatory and environmental clearance, and conceptual engineering and design.

Deliverables include:

- Refined scope of work for notice of proceed
- Project process and schedule
- Project team roster and communications chart
- Kick-off meeting with agenda and notes
- Regular coordination meetings with agenda and notes

Task 2A: Site Investigation

Months 1-2

Development and redevelopment within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering support to provide a cohesive account of the project parameters. This comprehensive project scope is augmented by high-level analysis of hydrology and hydraulics, geotechnical and site systems.

This discovery phase considers a wide range of social, physical, fiscal, and regulatory aspects of the project, as well as the surrounding context and community that it will impact. The work includes physical analysis such as surveys, utility investigation, geotechnical analysis, geospatial mapping, and multiple site visits at different times and days to determine opportunities and constraints. Discovery also includes reviewing historic and cultural conditions, literature review of relevant regulatory and planning documents, and engagement with the City, community, and partners. This comprehensive analysis lays a solid foundation for future engagement, design, and execution can be built from.

A project survey will consist of boundary and topographic survey of the site limits established within the Request for Proposal including Randolph Avenue within the City of Maywood from Pine Avenue to Walker Street, though there could be an economy of scale to coordinate with adjacent jurisdictions to extend the project scope along the length of Randolph if an expanded project is every anticipated. The survey shall include surface features including grade breaks, railroad tracks, curb/gutter, pavement, walls, fences, structures, and other observed features, surface utilities and utility markings present at the time of survey. With support from the City providing current title report, utility marking, and coordination prior to performing the site survey and the boundary survey and plotting of easements will be necessary for this project and are therefore included. Identifying easements will also be included as part of the survey to assure easements are quit claimed if necessary, eventually.

Cursory geotechnical analysis will include review of readily available information regarding the geologic and geotechnical conditions at the proposed site along with any existing information provided by the City, a site visit will be performed to inspect the current condition of the site, and preparation of a high level geotechnical report detailing our findings and preliminary recommendations for the site to support the conceptual planning and schematic design. More robust geotechnical and Phase 1+2 environmental conditions analysis could be necessary at future stages.

Deliverables include:

- ALTA survey
 - Desktop geotechnical study
 - Literature report

- Site context mapping
- Existing Conditions Imagery
- Historic context report
- Six (6) Geospatial Information Systems Maps
- Walk audit and summary
- Asset/challenge diagram(s)
- Opportunities/constraints diagram(s)
- Existing Conditions Summary Report

Task 2B: Conceptual Design

Months 3-12

Development within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering and entitlement support to provide a cohesive account of the project parameters. The proposed services include developing up to three initial design concepts and refining to one Conceptual design package that incorporates input from the City, relevant stakeholders, and residents of Maywood.

City Fabrick will prepare research, design, and presentation material for up to three project concepts to be used throughout the research, community engagement, and planning process. The intention of this phase is to gain community input throughout the community engagement and coordination process to help clearly define the proposed project parameters. Upon completion the project be defined sufficiently to review for potential environmental impacts – or benefits, design considerations, and necessary regulatory approvals for the project to be considered ready suitable to seek funding through most sources. The design will also be sufficient to develop rough order of magnitude cost estimations for construction and maintenance.

The Final Report will incorporate the elements developed through the various tasks providing an action-oriented roadmap for developing the Randolph Avenue Beautification Project. It is intended to allow land use, policy, and investment determinations to be made within a realistic framework that recognizes the resource limitations and opportunity of open, underused land. The Report will summarize the existing conditions, investigation, community voice, and finalized conceptual design. The report serves as a blueprint for community partners and civic leaders to be champions for implementation and stewardship of the new community asset.

Design Process Deliverables include:

- Three Initial Design Alternatives
 - Overall Map
 - Design Strategy Diagram
 - Two (2) Cross-sections

- Precedent Imagery
- Three (3) Project Case Studies

Conceptual Design Deliverables include:

- Overall Project Map
- Four (4) Overall Design Strategy Diagrams
- Two (2) Renderings
- Eight (8) Focused Design Sections (two-block increments)
 - Enlarged Landscape Plan
 - Two (2) Cross-sections
 - Three (3) Design Diagrams
- Preliminary Civil Engineering Studies
 - Drainage
 - Water Quality
 - Earthwork
- Cost Estimation – Construction and Maintenance
- Project Conceptual Design Report

Task 3: Environmental Review and Compliance

Months 6-12

Projects large and small require analysis of the potential environmental impacts and benefits that could result through construction and implementation. While much of the focus is related to compliance with funding agencies and regulatory approval the process is also essential for determining how the project can be refined or enhanced to result in restorative care for the community. This work would include preparation and coordination of Preliminary Environmental Studies (PES) for level of review, environmental clearance, and coordination necessary technical studies for CEQA/NEPA compliance. This scope of work assumes that the level of environmental review will be limited to Categorical Exemption.

Our project team is also well-equipped to support the City for submitting and obtaining encroachment permits related to county, state, and even federal rights of ways and facilities as required for landscape and park projects. City Fabrick is working to develop 51st Street Park, repurposing residual public right-of-way adjacent to Los Angeles County Flood Control facilities requiring coordination of easements, access, and utilities. City Fabrick is also working with county, state, and federal agencies on a range of mobility, open space, and infrastructure projects for developing a supportive community on the West Los Angeles Veterans Affairs campus requiring negotiations and approvals through layers of easements, leases, and access agreements.

Deliverables include:

- Planning Permit Application and Coordination
- CEQA (Categorical Exemption) Application and Coordination

Task 4: Real Estate Advisory

Months 4-8

Rails to Trails projects often require complex negotiations between railroad companies, regional and state transportation agencies, and local jurisdictions. City Fabrick would support the City researching best practices and participating in meetings with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. Optional Task 8: Legal/Real Estate Technical Assistance – would be performed by the City's contract legal counsel or by another entity with expertise in Railroad Real Estate.

Deliverables include:

- Case study report for Rail to Trail lease agreements with best practices
- Four (4) Meetings related to lease agreement

Task 5: Community Engagement

Months 3-10

City Fabrick possesses the expertise necessary to develop robust in-person and digital outreach strategies that are customized to each community we work in. City Fabrick has over 10 years of experience successfully providing community outreach and engagement for parks and open space efforts throughout the Los Angeles region with various public partners. City Fabrick has successfully led community engagement efforts for over a dozen of open space projects and countless other types of urban planning related efforts with various jurisdictions each consisting of different target population types and unique financing plans. This includes our award-winning plans and designs for existing parks, new parks, and park improvements, park systems, and park organizations, each emphasizing a community-based approach to planning and design.

The community voice for this process will be built upon feedback, narratives, and information collected through previous engagement activities and efforts. Baseline engagement for this process will take the form a general survey that will build quantifiable data about the future park user experience, needs, and desire. The survey will be available in hard copy and online – available in English and Spanish, will be provide essential information as well as initial contacts to follow-up when drawing participants for future workshops and focus groups.

Along with collecting the input from previous projects and planning efforts there will be at least three community workshops (including one virtual) distributed along Randolph Avenue – working with City staff and community partners to discuss needs, assets, opportunities, and challenges for establishing new public open space along this corridor. This scope will include meeting facilitation, creating workshop activities including role-playing, forced-choice, and shared learning. The workshop activities will be designed to

be compatible with other meeting structures and potential community events to expand participation beyond those who might not typically attend a public workshop.

Completing the community engagement process will include a series of focus group meetings and stakeholder interviews to gather additional input, context, and support for the process, report, and park designs. The survey, workshop, and follow-up interviews and meetings will be staged throughout the process to collect information and feedback at different stages of the research, planning, prioritization, and design – while also reporting back what was heard and how it guides the project. The entirety of information, narrative, and feedback will be condensed into a community voice chapter of the final report while raw information will be cleaned and consolidated within an appendix section of the document.

Deliverables include:

- Resident Survey – Online and Onsite
 - Online Survey Coordination
 - Physical Survey and Postcard
 - Survey Return Boxes
- Three (3) Community Workshops
 - Outreach Material – fliers and social media
 - Slideshow Presentation
 - Workshop Facilitation
 - Workshop Activities/Games
- Additional Engagement
 - Six (6) Stakeholder Interviews
 - Three (3) Focus Group Meetings
- Community Voice Summary Report

Task 6: Demonstration/Engagement Event

There is the opportunity to demonstrate the potential for Randolph Avenue to become a community asset through temporary interventions, programs, or events as part of the engagement process. City Fabrick is an industry leader in the application of tactical urbanism as part of community development and engagement developing pop-up demonstration projects across the region associated with planning, design, and development. Optional Task 6 would be to organize an event or series of events and/or installations along Randolph Avenue to promote its future as a greenbelt.

This would be done in conjunction with the engagement process to demonstrate, gain input, and test elements of the beautification project. This can include but would not be limited to pop-up engagement installations, a 2-mile fun run, temporary signage, and median cleanups. Along with demonstrating the possibilities and gaining input from the community the demonstration project(s) will build awareness and interest in the project, ultimately catalyzing community champions for its implementation and stewards for its

sustainability. In collaboration with the City and community partners, City Fabrick would develop the demonstration project(s) and provide logistic capacity for execution of the project/event.

Deliverables could include:

- Outreach Material – fliers and social media
- Engagement Activities Material
- Event Logistic Support

Task 7: Multi-City Design Pitch Presentation

Randolph Avenue straddles between multiple cities which provides the opportunity to this to be an asset to residents beyond Maywood. As part of the initial design and site investigation process would be an optimal opportunity to engage the Cities of Huntington Park and Bell to expand the scope and benefit of the Randolph Avenue beautification project and offer economy of scale for developing a larger and longer community asset. City Fabrick would develop conceptual level presentation material, demonstrating the potential benefits of an expanded Randolph Avenue Beautification Project to present to neighboring jurisdictions, regional agencies, and potential funders.

Deliverables include:

- Six (6) Geospatial Information Systems Maps
- Expanded Project Map
- Four (4) Design Strategy Diagrams
- Two (2) Renderings
- Six (6) Meetings with City Partners

Task 8: Legal/Real Estate Technical Assistance (optional, hourly – as needed basis)

The City's contract legal counsel or by another entity with expertise in Railroad Real Estate (including Burnham Development if appropriate) would provide on-call support to the City negotiating with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. This would include supporting Maywood's application for a lease beautification application with the agency, and the selected reviewing the beautification lease agreement and providing recommendations for the City.

Deliverables include:

- Case study report for Rail to Trail lease agreements with best practices
- Four (4) Meetings related to lease agreement

C. COST PROPOSAL

For the scope of work described in this proposal, the City of Maywood will pay City Fabrick a fixed fee of \$259,280 [including a \$12,000 allowance for reimbursable and printing expenses] in monthly installments based on percentage of work complete.

Task	City Fabrick	Ardurra	Burnham	Group Delta	Total
1. Project Management	18,800	1,150			23,950
2A. Site Investigation	10,800	51,720		10,720	74,240
2B. Conceptual Design	57,400	17,990			80,390
3. Environmental Review	15,800		17,700		34,500
4. Real Estate Advisory	2,800		0		2,800
5. Community Engagement	27,400				32,400
6. Demonstration Event	5,000				5,000
7. Design Pitch Presentation	10,000				10,000
Subtotal	148,000	70,860	17,700	10,720	247,280
Direct (translation, printing, demonstration, etc.)					12,000
Total					259,280
8. Optional: Legal/Real Estate Technical Assistance (as-needed, up to)					25,000

Direct Cost Assumptions:

- Printing and Copying will not include additional fees beyond direct cost.
- Mileage will be charged at the rate determined by the Internal Revenue Service.
- City Fabrick retains translation services regularly for engagement work.
- Venue rentals for engagement activities will be covered by the City, assuming use of public facilities.
- Permit, plan check, and inspection fees will be covered by the City.
- Incidental expenses will be presented to City staff before incurring costs.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated the 22nd of February 2023 (“Effective Date”) and is between the City of Maywood, a California municipal corporation (“City”) and City Fabrick (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent Consultant to develop and execute an engagement plan, investigate site opportunities and constraints, develop conceptual design, and support the environmental review, entitlements, and real estate negotiations services for the development of the Randolph Avenue Beautification Project.

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

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

The Parties therefore agree as follows:

1. Consultant’s Services.

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

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Brian Ulaszewski (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

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

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through May 31, 2024 unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, a fixed fee of \$259,280.00, and an optional Legal/Real Estate Technical Assistance (as-needed, up to) \$25,000 as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$284,280, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

shall not be considered “voluntary,” provided Consultant gives City notice of such court order or subpoena.

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

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

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

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

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

A. Indemnities.

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

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual,

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

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the

requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

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

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

If to Consultant:
City Fabrick
1444 East 4th Street
Long Beach, CA 90802

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

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

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

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be

(1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

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

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or

written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Maywood,
a California municipal corporation

Consultant:

City Fabrick

By: _____
Frank Garcia
Mayor of the City of Maywood

By: _____
Name: Brian Ulaszewski
Title: Principal, Executive Director

ATTEST:

By: _____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

City Fabrick

February 11, 2023

PROPOSAL FOR PROFESSIONAL SERVICES

CITY OF MAYWOOD – COMMUNITY SERVICES

Rudolph Avenue Beautification – Landscape Architectural Services

A. INTRODUCTION

City Fabrick is a nonprofit design studio reshaping, restoring, and empowering communities through collaborative public-interest design, planning, policy development, and advocacy. Based in Long Beach, City Fabrick engages communities in Southeast Los Angeles County across a range of matters related to improve residents' quality of life and outcomes. City Fabrick is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as collaborate to initiate positive change communities. City Fabrick's involvement with this initiative provides the following community benefits that align with our mission:

- Great Parks and Places: by increasing park acreage and access for a park poor community.
- Thriving Neighborhoods: by providing more public recreational opportunities for residents to promote physical, mental, and emotional health.
- Resilient Communities: by expanding urban forestry, habitat, and permeable area to make the community resilient to climate change while mitigating pollution impacts.
- Moving People: by creating a mile-long active transportation trail, connecting residents to multiple schools and community amenities.

City Fabrick is a Long Beach nonprofit organization that collaborates with partners on community enhancing projects and initiatives taking a variety of roles that best ensure success for all those involved. Our unique structure provides the capacity to be a consultant, collaborator, grantee, or part of a coalition. City Fabrick's work includes but is not limited housing, parks and open space, transportation, climate resiliency, cultural development and providing technical and creative capacity planning, communications, and engagement, graphic, building, landscape, and urban design services.

City Fabrick has significant experience working in the Gateway Cities area working with community partners and a multitude of local agencies and nonprofit partners on a range planning, community visioning, and engagement processes including multiple park projects, affordable housing, community development, streetscape, neighborhood beautification, and public art. City Fabrick is currently providing landscape architecture services for a proposed senior housing and community center development in nearby Cudahy a mile from Randolph Avenue, engagement and communications support to the Gateway Cities Council of Governments, and designing a new park in North Long Beach by repurposing residual public right-of-way adjacent to the Los Angeles River.

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B. SCOPE OF SERVICES

City Fabrick will work with the Maywood Community Services Department staff to develop and execute an engagement plan, investigate site opportunities and constraints, develop conceptual design, and support the environmental review, entitlements, and real estate negotiations for the development of the Randolph Avenue Beautification Project. The scope of work includes base tasks one through five and optional tasks six and/or seven as services that City Fabrick would be provided as requested by the City. The scope of work, deliverables, schedule, and fees and terms would be refined in collaboration with City staff.

Task 1: Project Management

Months 1-12

City Fabrick is well equipped to manage complex projects requiring a range of skillsets and scales as we lead projects ranging from master planning large communities to architectural projects with large consultant teams with interlacing organizational structures under our contact and directly with the client, to public facilities centered on landscape design. Our team has the ability to adapt to different project scales and timelines with makeups tailored to the unique project parameters whether related to parks and open space, mobility and streetscapes, climate adaption and resiliency, and/or beautification.

Upon project kickoff, the team to define the project goals, parameters, and partners to clearly articulate amongst the various parties involved internally and externally. While subsequent phases will lead to refinements of these overarching considerations it is essential that they are recorded so any deviation is done so thoughtfully, understanding potential ramifications. Throughout, City Fabrick will reinforce consistent communications, schedules, and roles and responsibilities among the partners involved. This will include facilitating meetings with drafting agendas, facilitating, coordinating meeting notes, and tracking action items.

City Fabrick will coordinate information collection, documentation, and file management related to the project including those related to project delivery as well as regulatory and funding compliance. Additionally, City Fabrick will also manage the project schedule and process including investigation, community engagement, stakeholder coordination – including the railroad company, regulatory and environmental clearance, and conceptual engineering and design.

Deliverables include:

- Refined scope of work for notice of proceed
- Project process and schedule
- Project team roster and communications chart
- Kick-off meeting with agenda and notes
- Regular coordination meetings with agenda and notes

Task 2A: Site Investigation

Months 1-2

Development and redevelopment within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering support to provide a cohesive account of the project parameters. This comprehensive project scope is augmented by high-level analysis of hydrology and hydraulics, geotechnical and site systems.

This discovery phase considers a wide range of social, physical, fiscal, and regulatory aspects of the project, as well as the surrounding context and community that it will impact. The work includes physical analysis such as surveys, utility investigation, geotechnical analysis, geospatial mapping, and multiple site visits at different times and days to determine opportunities and constraints. Discovery also includes reviewing historic and cultural conditions, literature review of relevant regulatory and planning documents, and engagement with the City, community, and partners. This comprehensive analysis lays a solid foundation for future engagement, design, and execution can be built from.

A project survey will consist of boundary and topographic survey of the site limits established within the Request for Proposal including Randolph Avenue within the City of Maywood from Pine Avenue to Walker Street, though there could be an economy of scale to coordinate with adjacent jurisdictions to extend the project scope along the length of Randolph if an expanded project is ever anticipated. The survey shall include surface features including grade breaks, railroad tracks, curb/gutter, pavement, walls, fences, structures, and other observed features, surface utilities and utility markings present at the time of survey. With support from the City providing current title report, utility marking, and coordination prior to performing the site survey and the boundary survey and plotting of easements will be necessary for this project and are therefore included. Identifying easements will also be included as part of the survey to assure easements are quit claimed if necessary, eventually.

Cursory geotechnical analysis will include review of readily available information regarding the geologic and geotechnical conditions at the proposed site along with any existing information provided by the City, a site visit will be performed to inspect the current condition of the site, and preparation of a high level geotechnical report detailing our findings and preliminary recommendations for the site to support the conceptual planning and schematic design. More robust geotechnical and Phase 1+2 environmental conditions analysis could be necessary at future stages.

Deliverables include:

- ALTA survey
 - Desktop geotechnical study
 - Literature report

- Site context mapping
- Existing Conditions Imagery
- Historic context report
- Six (6) Geospatial Information Systems Maps
- Walk audit and summary
- Asset/challenge diagram(s)
- Opportunities/constraints diagram(s)
- Existing Conditions Summary Report

Task 2B: Conceptual Design

Months 3-12

Development within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering and entitlement support to provide a cohesive account of the project parameters. The proposed services include developing up to three initial design concepts and refining to one Conceptual design package that incorporates input from the City, relevant stakeholders, and residents of Maywood.

City Fabrick will prepare research, design, and presentation material for up to three project concepts to be used throughout the research, community engagement, and planning process. The intention of this phase is to gain community input throughout the community engagement and coordination process to help clearly define the proposed project parameters. Upon completion the project be defined sufficiently to review for potential environmental impacts – or benefits, design considerations, and necessary regulatory approvals for the project to be considered ready suitable to seek funding through most sources. The design will also be sufficient to develop rough order of magnitude cost estimations for construction and maintenance.

The Final Report will incorporate the elements developed through the various tasks providing an action-oriented roadmap for developing the Randolph Avenue Beautification Project. It is intended to allow land use, policy, and investment determinations to be made within a realistic framework that recognizes the resource limitations and opportunity of open, underused land. The Report will summarize the existing conditions, investigation, community voice, and finalized conceptual design. The report serves as a blueprint for community partners and civic leaders to be champions for implementation and stewardship of the new community asset.

Design Process Deliverables include:

- Three Initial Design Alternatives
 - Overall Map
 - Design Strategy Diagram
 - Two (2) Cross-sections

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- Precedent Imagery
- Three (3) Project Case Studies

Conceptual Design Deliverables include:

- Overall Project Map
- Four (4) Overall Design Strategy Diagrams
- Two (2) Renderings
- Eight (8) Focused Design Sections (two-block increments)
 - Enlarged Landscape Plan
 - Two (2) Cross-sections
 - Three (3) Design Diagrams
- Preliminary Civil Engineering Studies
 - Drainage
 - Water Quality
 - Earthwork
- Cost Estimation – Construction and Maintenance
- Project Conceptual Design Report

Task 3: Environmental Review and Compliance

Months 6-12

Projects large and small require analysis of the potential environmental impacts and benefits that could result through construction and implementation. While much of the focus is related to compliance with funding agencies and regulatory approval the process is also essential for determining how the project can be refined or enhanced to result in restorative care for the community. This work would include preparation and coordination of Preliminary Environmental Studies (PES) for level of review, environmental clearance, and coordination necessary technical studies for CEQA/NEPA compliance. This scope of work assumes that the level of environmental review will be limited to Categorical Exemption.

Our project team is also well-equipped to support the City for submitting and obtaining encroachment permits related to county, state, and even federal rights of ways and facilities as required for landscape and park projects. City Fabrick is working to develop 51st Street Park, repurposing residual public right-of-way adjacent to Los Angeles County Flood Control facilities requiring coordination of easements, access, and utilities. City Fabrick is also working with county, state, and federal agencies on a range of mobility, open space, and infrastructure projects for developing a supportive community on the West Los Angeles Veterans Affairs campus requiring negotiations and approvals through layers of easements, leases, and access agreements.

Deliverables include:

- Planning Permit Application and Coordination
- CEQA (Categorical Exemption) Application and Coordination

Task 4: Real Estate Advisory

Months 4-8

Rails to Trails projects often require complex negotiations between railroad companies, regional and state transportation agencies, and local jurisdictions. City Fabrick would support the City researching best practices and participating in meetings with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. Optional Task 8: Legal/Real Estate Technical Assistance – would be performed by the City's contract legal counsel or by another entity with expertise in Railroad Real Estate.

Deliverables include:

- Case study report for Rail to Trail lease agreements with best practices
- Four (4) Meetings related to lease agreement

Task 5: Community Engagement

Months 3-10

City Fabrick possesses the expertise necessary to develop robust in-person and digital outreach strategies that are customized to each community we work in. City Fabrick has over 10 years of experience successfully providing community outreach and engagement for parks and open space efforts throughout the Los Angeles region with various public partners. City Fabrick has successfully led community engagement efforts for over a dozen of open space projects and countless other types of urban planning related efforts with various jurisdictions each consisting of different target population types and unique financing plans. This includes our award-winning plans and designs for existing parks, new parks, and park improvements, park systems, and park organizations, each emphasizing a community-based approach to planning and design.

The community voice for this process will be built upon feedback, narratives, and information collected through previous engagement activities and efforts. Baseline engagement for this process will take the form a general survey that will build quantifiable data about the future park user experience, needs, and desire. The survey will be available in hard copy and online – available in English and Spanish, will be provide essential information as well as initial contacts to follow-up when drawing participants for future workshops and focus groups.

Along with collecting the input from previous projects and planning efforts there will be at least three community workshops (including one virtual) distributed along Randolph Avenue – working with City staff and community partners to discuss needs, assets, opportunities, and challenges for establishing new public open space along this corridor. This scope will include meeting facilitation, creating workshop activities including role-playing, forced-choice, and shared learning. The workshop activities will be designed to

be compatible with other meeting structures and potential community events to expand participation beyond those who might not typically attend a public workshop.

Completing the community engagement process will include a series of focus group meetings and stakeholder interviews to gather additional input, context, and support for the process, report, and park designs. The survey, workshop, and follow-up interviews and meetings will be staged throughout the process to collect information and feedback at different stages of the research, planning, prioritization, and design – while also reporting back what was heard and how it guides the project. The entirety of information, narrative, and feedback will be condensed into a community voice chapter of the final report while raw information will be cleaned and consolidated within an appendix section of the document.

Deliverables include:

- Resident Survey – Online and Onsite
 - Online Survey Coordination
 - Physical Survey and Postcard
 - Survey Return Boxes
- Three (3) Community Workshops
 - Outreach Material – fliers and social media
 - Slideshow Presentation
 - Workshop Facilitation
 - Workshop Activities/Games
- Additional Engagement
 - Six (6) Stakeholder Interviews
 - Three (3) Focus Group Meetings
- Community Voice Summary Report

Task 6: Demonstration/Engagement Event

There is the opportunity to demonstrate the potential for Randolph Avenue to become a community asset through temporary interventions, programs, or events as part of the engagement process. City Fabrick is an industry leader in the application of tactical urbanism as part of community development and engagement developing pop-up demonstration projects across the region associated with planning, design, and development. Optional Task 6 would be to organize an event or series of events and/or installations along Randolph Avenue to promote its future as a greenbelt.

This would be done in conjunction with the engagement process to demonstrate, gain input, and test elements of the beautification project. This can include but would not be limited to pop-up engagement installations, a 2-mile fun run, temporary signage, and median cleanups. Along with demonstrating the possibilities and gaining input from the community the demonstration project(s) will build awareness and interest in the project, ultimately catalyzing community champions for its implementation and stewards for its

sustainability. In collaboration with the City and community partners, City Fabrick would develop the demonstration project(s) and provide logistic capacity for execution of the project/event.

Deliverables could include:

- Outreach Material – fliers and social media
- Engagement Activities Material
- Event Logistic Support

Task 7: Multi-City Design Pitch Presentation

Randolph Avenue straddles between multiple cities which provides the opportunity to this to be an asset to residents beyond Maywood. As part of the initial design and site investigation process would be an optimal opportunity to engage the Cities of Huntington Park and Bell to expand the scope and benefit of the Randolph Avenue beautification project and offer economy of scale for developing a larger and longer community asset. City Fabrick would develop conceptual level presentation material, demonstrating the potential benefits of an expanded Randolph Avenue Beautification Project to present to neighboring jurisdictions, regional agencies, and potential funders.

Deliverables include:

- Six (6) Geospatial Information Systems Maps
- Expanded Project Map
- Four (4) Design Strategy Diagrams
- Two (2) Renderings
- Six (6) Meetings with City Partners

Task 8: Legal/Real Estate Technical Assistance (optional, hourly – as needed basis)

The City's contract legal counsel or by another entity with expertise in Railroad Real Estate (including Burnham Development if appropriate) would provide on-call support to the City negotiating with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. This would include supporting Maywood's application for a lease beautification application with the agency, and the selected reviewing the beautification lease agreement and providing recommendations for the City.

Deliverables include:

- Case study report for Rail to Trail lease agreements with best practices
- Four (4) Meetings related to lease agreement

EXHIBIT B

C. COST PROPOSAL

For the scope of work described in this proposal, the City of Maywood will pay City Fabrick a fixed fee of \$259,280 [including a \$12,000 allowance for reimbursable and printing expenses] in monthly installments based on percentage of work complete.

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City Fabrick

February 11, 2023

Task	City Fabrick	Ardurra	Burnham	Group Delta	Total
1. Project Management	18,800	1,150			23,950
2A. Site Investigation	10,800	51,720		10,720	74,240
2B. Conceptual Design	57,400	17,990			80,390
3. Environmental Review	15,800		17,700		34,500
4. Real Estate Advisory	2,800		0		2,800
5. Community Engagement	27,400				32,400
6. Demonstration Event	5,000				5,000
7. Design Pitch Presentation	10,000				10,000
Subtotal	148,000	70,860	17,700	10,720	247,280

Direct (translation, printing, demonstration, etc.)

12,000

Total

259,280

8. Optional: Legal/Real Estate Technical Assistance (as-need, up to)

25,000

Direct Cost Assumptions:

- Printing and Copying will not include additional fees beyond direct cost.
- Mileage will be charged at the rate determined by the Internal Revenue Service.
- City Fabrick retains translation services regularly for engagement work.
- Venue rentals for engagement activities will be covered by the City, assuming use of public facilities.
- Permit, plan check, and inspection fees will be covered by the City.
- Incidental expenses will be presented to City staff before incurring costs.

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COMPENSATION

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FY 2021-2022 (CDBG)

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Accept project completion for the Sidewalk Rehabilitation Project FY 2021-2022 (CDBG) as performed by CT&T Concrete Paving, Inc., for a total amount of \$108,250.00;
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 \$5,412.50 to CT&T Concrete Paving, Inc. within 35 days following the recordation of the Notice of Completion.

BACKGROUND:

On September 14, 2022, the City Council awarded a public works contract totaling \$112,500.00 to CT&T Concrete Paving, Inc. for the Capital Improvement Program (CIP) Project 6216 Sidewalk Rehabilitation Project FY 2021-2022 (Fund 16 CDBG Fund). The project construction budget also includes a contingency budget of \$28,125.00 (25% of the contract) for any unforeseen conditions as necessary. The total established construction budget was \$140,625.00.

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

DISCUSSION:

The project includes removal of existing sidewalks and curb ramps at various locations Citywide and other incidental and appurtenant work necessary for the proper construction of new sidewalks and curb ramps.

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$108,250.00, which is within the approved construction budget.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action, work was completed within the previously approved budget.

ATTACHMENT(S)

1. Notice of Completion - Sidewalk Rehabilitation

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

	NAMES	ADDRESSES
NONE		

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

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on November 7, 2022.
The work was: Sidewalk Rehabilitation Project FY 2021-2022 (CDBG)

8. The name of the contract, if any, for such work of improvement was
CT&T Concrete Paving, Inc. September 14, 2022
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)

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

10. The street address of the property is None
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: 2/23/2023 CITY OF MAYWOOD – JENNIFER E. VASQUEZ
(NAME)

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

VERIFICATION

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

Executed on: 2/23/2023, at _____, (CITY) _____ (STATE)

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND CROSTOWN ELECTRICAL & DATA, INC. TO INCREASE THE COMPENSATION FOR SERVICES DURING THE EXTENDED TERMS OF THE AGREEMENT.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the agreement between the City of Maywood and Crosstown Electrical & Data Inc. to increase the compensation for services during the extended terms in the form finalized and approved by the City Attorney.

BACKGROUND:

On August 16, 2019, the City Council approved the issuance of a Request for Proposals (RFP) for traffic signals, signs, and streetlight maintenance services. The City received three bids and, upon evaluation, Computer Service Company (CSC) was chosen to provide services to the City. On November 13, 2019 the City Council awarded CSC with the traffic signal, sign, and streetlight maintenance-services contract for three years with two-one-year extensions. CSC in 2020 was purchased by the company Crosstown Electrical Data and Inc. ("Crosstown") and the agreement was formally assigned to them.

DISCUSSION:

The agreement provided for a three-year term with two one-year extensions. Crosstown requested a Consumer Price Index (CPI) increase for the extended terms and explained that customarily they build in a CPI on long-term agreements. The 12-month CPI rate for Los Angeles in 2021 was 6.6% and in 2022 4.9%. Crosstown is requesting this increase for the extended term and if the parties extend in 2024-2025, that extension will have a CPI increase at the 12-month CPI rate in January of 2024. The City is requesting that the City Council renew the agreement to allow for continuous and proper maintenance of all City signalized intersections and City-owned streetlights. The City has been working with Crosstown for the past few years and has found their performance to be very reliable and efficient. Renewing the contract will allow for all City-owned lights to continue being maintained functionally and illuminating city streets, further promoting public safety Citywide. Under the Agreement, the City through the City Manager, has the authorization to extend the Agreement. If the City Council approves the CPI increase, the City Manager will administratively approve the extension.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Funding is available from three funds:

1. Fund 100 - General Fund,
2. Special Fund 212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5
3. Special Fund 251 - Street Lighting District Fund (SLESF) Fund

F.Y. 22-23 Impact: \$100,350.00	Current F.Y. Budget: Current three-year contract is for \$270,000;
Fund Impacted: Fund 100 - General Fund, Fund 212 - Gas Tax Fund, Fund 251 - SLESF,	Budget adjustment requested: Amendments to FY 2022/2023 Adopted Budget: Fund 100 - General Fund: \$15,052.50 Fund 212 - Gas Tax Fund: \$42,648.75 Fund 251 - SLESF: \$42,648.75
Source of funds: Fund 100 - General Fund: \$15,052.50 Fund 212 - Gas Tax Fund: \$42,648.75 Fund 251 - SLESF: \$42,648.75	Updated Account Budget: Not applicable
Account Number: 6115 Contractual Services	For fiscal year: Year 1 - 2022/2023 Year 2 - 2023/2024 Year 3 - 2024/2025

ATTACHMENT(S)

1. Crosstown Amendment 2.22.23

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF MAYWOOD AND
CROSSTOWN ELECTRICAL & DATA, INC.**

This Amendment No. 2 to the Professional Services Agreement is dated and entered into as of February 22, 2023 ("Amendment No. 2") and amends the agreement by and between the City of Maywood, a municipal corporation ("City") and Crosstown Electrical & Data, Inc. (formerly Computer Services Co.) ("Consultant") dated January 14, 2020.

RECITALS

A. On January 14, 2020, City and Consultant entered into an agreement for professional services for the maintenance and repair of the City's 21 traffic signaled intersections and streetlights on a routine basis as well as on-call emergency and other services on an as needed basis by Consultant ("Agreement").

B. On May 13, 2020, the City approved the assignment of the original Agreement with Computer Services Co to Crosstown Electrical & Data Inc. ("Crosstown"), as Crosstown purchased the assets of Computer Services Co.

C. The Agreement is for a three-year term ending January 7, 2023 but allows the parties to extend the agreement for two one-year extensions on the same terms and conditions. The City desires to extend the Agreement for an additional term.

D. Consultant informed the City that it is unable to agree to the extension because of current costs and because the original consultant (Computer Services Co.) failed to request a customary yearly increase tied to the Consumer Price Index.

E. In order to provide for the continuation of the services provided by the Consultant, the City and the Consultant agree to provide an increase to the rates for the two extensions provided for in the Agreement.

E. Accordingly, the Parties desire to amend the Agreement to increase the compensation for each of the one-year extensions (two in total) provided for in the Agreement.

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

Section 1. The compensation for the Services for the first extension of the term from January 8, 2023 through January 7, 2024 ("Extended Term") shall be based on the rates more particularly described in Exhibit A to this Amendment No. 2. The maximum compensation for the Extended Term shall not exceed \$100,350.

Section 2. If the parties agree to the second extension of the Term (January 8, 2024 through January 7, 2025), the current rates set forth in Exhibit A may be increased and adjusted as follows: a price adjustment equal to the 12 month Consumer Price Index for All Urban Consumers, Los Angeles-Long Beach-Anaheim for 2023 ("CPI"). In such case, the maximum compensation for the second extension shall not exceed the maximum compensation set forth in Section 1 above plus the CPI as described herein.

Section 3. Except as expressly modified by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the day and year first above written.

Frank Garcia, Mayor

ATTEST:

Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

CONSULTANT:

CROSSTOWN ELECTRICAL & DATA,
INC.

By: _____

Its: _____

EXHIBIT A

RATES FOR SERVICES DURING EXTENDED TERM

Cost Schedule	Revised Cost
Annual Cost per Intersection	\$ 831.97
Annual Cost per 21 Intersections	\$ 17,471.29
Annual Cost for Quarterly Street Light Inspection	\$ 3,567.17
Annual Cost for Monthly Inspection per Intersection	\$ 402.56
Annual Cost for Quarterly Cleaning and Inspection per Intersection	\$ 1,771.28
Cost per Lamp Replacement	\$ 58.15
Cost per Lamp Replacement Emergency Response	\$ 58.15
Fully Burdened Labor Rate Per Hour Normal Hours	\$ 111.82
Fully Burdened Labor Rate per Hour Emergency Response	\$ 111.82
Fully Burdened Labor Rate Per Hour Repairs & Replacement of Streetlight Components	\$ 111.82
Underground Service Alert Each	\$ 223.65

Personnel Hourly Rates			
Title	Description	Revised Straight Time Rate	Revised Overtime Rate
Signal Maintenance Supervisor	Field Supervisor	\$ 111.82	\$ 173.33
Transportation System Electrician	Field Electrician IMSA Level III	\$ 111.82	\$ 173.33
Transportation System Electrician	Field Electrician/Construction IMSA Level II	\$ 107.35	\$ 162.98
Construction Manager	Field Construction Manager IMSA Level III or II	\$ 111.82	\$ 173.33
Laboratory Electrician	Cabinet & CMU Testing IMSA Level II or II	\$ 107.35	\$ 162.98
Fiber Optic/Interconnect Specialist	Troubleshoot & Repair of Fiber Optic or Twisted Pair Interconnect	\$ 162.14	\$ 223.65

Vehicles and Equipment	Hourly Rate 2022
Pickup Truck	\$ 16.77
Service Truck	\$ 27.96
Crane Truck	\$ 67.09
Altec/Tesla Truck	\$ 35.78
Concrete Saw	\$ 22.36
Air Compressor w/Tools	\$ 27.96
Arrow Board	\$ 16.77
Wire Trailer	\$ 16.77

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

SUBJECT: DISCUSSION REGARDING SPRING/SUMMER PROGRAMMING FOR MAYWOOD RESIDENTS AT THE YMCA AND APPROPRIATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR PROGRAMS.

RECOMMENDATION:

Staff recommends that the City Council discuss a spring/summer program for Maywood residents at the YMCA and appropriate ARPA funding for selected programs.

BACKGROUND:

On May 11, 2022, the City Council approved financial assistance for Maywood residents to access swim lessons, open swim opportunities, senior water aerobics and access to Sleep Away Camp. The following is a breakdown of the programs used by residents:

• A - Family Swim – 928 passes were issued at \$3 each =	\$2,784
• B - Swim Lessons - 100 participants - \$45 each lesson =	\$4,500
• C - Senior Water Aerobics – Class twice a week, from June – September =	\$2,410.
• D - Sleep Away Camp – 13 participants at \$400 each =	\$5,200.
• E - Summer Day Camp – 40 participants, 9 weeks at \$75 per week =	\$27,000.
• F - Total (A plus E)	\$41,894.

This assistance helped the most underserved families in our community gain access to childcare and health/fitness programs offered at the YMCA.

DISCUSSION:

In preparation for the upcoming spring/summer season, staff has worked with the YMCA to develop and create the following programs to be considered by the City Council:

Family Swim

Available starting Saturdays in April from 12-4 PM until the end of summer (August 2023)

- **\$4 per person for non-YMCA members for 950 passes = \$3,800.**

Swim Lessons

Classes are available for the ages of 6-36 months (Parent & Child) classes, ages 3-12 Youth Swim Lessons, and Teen & Adult Lessons for ages 13 and up. Classes will be held on Saturdays each month. The YMCA accommodates youth with special needs. Ten (10) special needs children signed up last summer and were allowed to have a care giver with them during lessons. The swimming lesson rate is \$50 for members and \$100 for non-members.

- The city will pay **\$50** per person for 40 participants every month.
- April - October $\$50 \times 40 = \$2,000$ per month $\times 7$ months =
- **Total for 280 swim lessons = \$14,000.**

Summer Day Camp

Summer Day Camp at the YMCA will be available Monday – Friday, 8:00 AM – 4:00 PM starting in June. This camp is for children 5 – 12 years of age for eighth (8) weeks.

- **Summer Camp for 50 participants = $50 \times \$99 = \$4,950 \times 8$ weeks = \$39,600.**

Water Aerobics

Water exercise classes are a fun way to use the resistance and buoyancy of the water to improve cardiovascular fitness, strength, and flexibility.

- Classes are offered twice a week during the months of June, July, August, and September 2023.
- Instructor rate: \$20 per hour (1.5)
- Aquatic Clerk rate: \$17.00 per hour (1.5)
- Lifeguard rate: \$18.00 per hour (1.5)
- Water Aerobics is offered twice a week for one hour (staffing fees only for the months of June, July, August, and September)
- **Total for the months of June-September = \$4,632**

Sports Programs

Participants per age group (5-6, 7-8, 9-10, 11-12 years old)

- | | |
|---|-----------------|
| • Dodgers Dream Team - 40 participants @ \$20 = | \$800 |
| • Jr. Clippers Basketball League I - 40 participants @ \$80 = | \$3,200 |
| • Jr. Galaxy Soccer League - 40 participants @ \$60 = | \$2,400 |
| • LA Kings Ball Hockey League - 40 participants @ \$25 = | \$1000 |
| • Jr. Clippers Basketball League II - 40 participants @ \$80 = | \$3,200 |
| • Total for 200 participants | \$10,600 |

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There are sufficient American Rescue Plan Act (ARPA) proceeds available in the Local Fiscal Recovery Act Fund, Fund 273, to fund the proposed program.

- A - Family Swim – 950 passes at \$4 for non-YMCA members \$3,800
- B - Swim Lessons - 280 Swim Lessons participants \$14,000
- C - Summer Day Camp – 50 participants, 8 weeks at \$99 per week \$39,600
- D - Water Aerobics - 2x a week, July - September \$4,632
- E - Sports Program – 200 participants, for 6 sports leagues \$10,600
- **F - Total (A plus E) \$72,632**

F.Y. 22-23 Impact: \$72,632	Current F.Y. Budget: 2022/2023
Fund Impacted: 273 - Local Fiscal Recovery Act	Budget adjustment requested: Not Applicable
Source of funds: Special Revenue Fund	Updated Account Budget: Not Applicable
Account Number: 6115 Contractual Services	For fiscal year: 2022/2023

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF THE CITY OF MAYWOOD MEMBERSHIP IN THE GATEWAYS CITIES AFFORDABLE HOUSING TRUST, A JOINT POWERS AUTHORITY (JPA), AND APPROVAL OF RESOLUTION NO. 6287 APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT AND AUTHORIZING THE CITY'S PARTICIPATION

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6287 approving the City's execution of the Joint Exercise of Powers Agreement relating to membership in the Gateway Cities Affordable Housing Trust and authorizing the City's participation therein.

BACKGROUND:

The Gateway Cities region of Los Angeles County includes 27 cities sited alongside the I-710 corridor in eastern Los Angeles County. In early 2021, the Gateway Cities Council of Governments (GCCOG) obtained State funding from the Southern California Association of Governments (SCAG) to explore the formation of an affordable housing trust within the region.

In late summer 2022, a Trust Steering Committee was formed, including representatives from member cities, Los Angeles County, developers, and financing entities. The Trust Steering Committee met on three occasions and accomplished a variety of detailed analyses, including a review of other housing trusts' best practices, examining potential funding sources for capital and administrative funding, discussing potential housing programs/projects, identifying key components to the Trust Strategic Plan, and helped draft the Joint Powers Agreement.

The Steering Committee unanimously recommended the formation of the Gateway Cities Affordable Housing Trust (GCAHT) as a joint powers authority in the sub-region. The GCAHT's purpose is funding housing, specifically assisting people and families of extremely low, very low, low, and moderate-income within the County of Los Angeles. Furthermore, presentations were made to the GCCOG Committee on Homelessness, Gateway Cities City Managers, and Planning Directors Committee. All groups expressed unanimous support for the formation of a Trust.

DISCUSSION:

As outlined in the Joint Powers Authority (JPA), the Trust does not build, own, or manage housing projects.

The Trust cannot direct housing projects to be located in specific cities, require member cities to take an allocation of supportive housing units, or require cities to provide a local funding match. The Trust Board of Directors determines whether a funding application meets the Notice of Funding Availability criteria. Each local jurisdiction maintains land use control and processes the entitlement consistent with its zoning and municipal code requirements.

Trust Membership. The JPA contains a provision that requires members to contribute towards the administrative expenses of the Trust. Member cities are not required to contribute funding until July 1, 2024. The annual administrative fees are based on the city population as follows:

- Up to 30,000 = \$7,500
- 30,001 to 60,000 = \$15,000
- 60,001 to 100,000 = \$32,500
- Greater than 100,000 = \$47,500

The Fees shall be assessed annually. After the first fiscal year, the fees will increase annually to an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for 12 months preceding the year the fees are assessed.

The City would maintain the right to withdraw from the JPA subject to an approved resolution and by providing a six-month notice.

Governance. The GCAHT will be a public government entity established by joint powers authority and in accordance with the Joint Exercise of Powers Act, as codified in California Government Code section 6500 et seq. The Trust will be organized to receive public, private capital, and administrative funds to address local housing needs with the addition of ongoing administrative revenue sources from city membership fees as specified in the Trust Joint Powers Agreement (JPA).

The GCAHT is governed by a nine-member Board of Directors (Board). Under the JPA By-Laws, the Board is comprised of seven elected officials whose governing body is a member of the Trust and appointed by the Gateway Cities Council of Governments Board. A Trust member city will be represented on the Board by each population category specified in the Trust Membership fee calculation. Two additional Board members who are experts in homelessness or housing policy are appointed by the Gateway Cities Council of Governments City Managers Committee.

Movement Toward Affordable Housing. The Trust will help cities in the subregion address their Regional Housing Needs Assessment (RHNA), which is mandated by State Housing Law as part of the periodic process of updating local housing elements of the General Plan for each city. RHNA quantifies the need for housing within each jurisdiction during specified planning periods.

Finally, the GCAHT provides funding to preserve and produce affordable housing. The funds would improve the financial viability of individual housing projects and programs by increasing each project's competitiveness for additional state and federal funding sources. Joining the Trust would support the City by fulfilling the goals and objectives of the 6th Cycle Housing Element and support the region by obtaining new dollars to help fund more affordable housing development.

Staff recommends that the City of Maywood join the Gateway Cities Affordable Housing Trust (Trust), a Joint Powers Authority (JPA) formed among the cities within the Gateway Cities region. Becoming a member will require the City Council to adopt Resolution 6287 and authorize the Mayor to execute the JPA.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no financial impact in Fiscal Year 2022-2023. Financial impact will begin on July 1, 2024, and is estimated at \$7,500 annually based on the City's population.

ATTACHMENT(S)

1. Attachment 1 - GCAHT JPA
2. Attachment 2 - GCAHT Bylaws

RESOLUTION NO. 6287

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF
MAYWOOD, CALIFORNIA, APPROVING, AUTHORIZING AND
DIRECTING CITY EXECUTION OF THE JOINT EXERCISE OF
POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE
GATEWAY CITIES AFFORDABLE HOUSING TRUST**

WHEREAS, The Gateway Cities Affordable Housing Trust (GCAHT) will be formed upon the approval of at least three qualified members as a joint powers authority between cities throughout the Gateway Cities subregion; and

WHEREAS, GCAHT was created for the purpose of funding housing specifically assisting persons and families of extremely low, very low, low and moderate income within the County of Los Angeles; and

WHEREAS, the City of Maywood (the "City") has determined through its 6th Cycle Housing Element Update that there is great need for more affordable housing in the City; and

WHEREAS, the City has determined that there are limited financial resources for affordable housing development and that additional local financing increases the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the City has determined that it is in the public interest and for the public benefit that the City become a member of the GCAHT in order to further facilitate the development of affordable housing in the City and throughout the region, including the financing of projects therefore by the GCAHT; and

WHEREAS, the City will be joining other cities that are members of the GCAHT in efforts to increase State and Federal resources for affordable housing directed to GCAHT; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City (the "City Council"), with the assistance of its staff, have reviewed said document; and

WHEREAS, the GCAHT is authorized to issue grants and loans to developers for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of affordable housing; and

WHEREAS, the City anticipates that there will be affordable housing projects in need of financing located in the City of Maywood; and

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby authorizes the City's membership in the Gateway Cities Affordable Housing Trust (GCAHT).

SECTION 3. The City Council has reviewed and approved the Joint Exercise of Powers Agreement substantially in the form attached (Exhibit 1).

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire, construct or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the GCAHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the GCAHT or its membership therein.

SECTION 5. The Mayor, the City Clerk and all other proper officers and officials of the City are hereby authorized

and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the GCAHT:

Gateway Cities Affordable Housing Trust
Attn: Melani Smith
16401 Paramount Blvd
Paramount, CA 90723

SECTION 7. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED THIS 22ND day of FEBRUARY, 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. 6287 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 22nd day of February, 2023 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”) is made this 22 day of February, 2023 (the “Effective Date”), by and between the following public entities (each a “Party” and, collectively, the “Parties”): City of Maywood, _____, and _____.

RECITALS

- A. The Parties have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as, to create and issue development agreements for such activities.
- C. The Parties find it in their mutual interest to address affordable housing issues on a regional level.
- D. An adequate supply of housing throughout the Gateway Cities subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each Party to act individually, and to provide charitable support for affordable housing in the Gateway Cities subregion of Los Angeles County (the “County”).
- F. California Government Code section 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- G. Local land-use decisions remain solely with each Party. Nothing in this Agreement deprives any Party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

- (a) Creation of GCAHT. Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “Gateway Cities Affordable Housing Trust” (“GCAHT”). GCAHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.

- (b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating the GCAHT as a public entity separate from the Parties to: (i) exercise common powers with respect to receiving public and private financing and funds; and (ii) fund the planning and construction of housing of all types and tenures for persons and families of extremely low-, very low-, low- and moderate-income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers exercised in the manner set forth in this Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining, or providing social programs or services to its residents as each deems proper and necessary.

Section 2. Term and Termination

- (a) Term. This Agreement shall become effective, and GCAHT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- (b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, GCAHT shall be dissolved and, after payment of or provision for payment of all liabilities, the assets of GCAHT shall be distributed to the Parties in proportion to the contribution of each Party to GCAHT and the amounts paid by each Party in connection with GCAHT's activities.

Section 3. Powers and Duties of GCAHT.

- (a) General Powers. GCAHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.
- (b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, GCAHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:
1. to make and enter into contracts;
 2. to contract for staff assistance;
 3. to sue and be sued in its own name;

4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County, Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;
 5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of GCAHT, as GCAHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
 6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
 7. to carry out all the provisions of this Agreement;
 8. to purchase obligations of any Party;
 9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
 10. to employ and compensate legal counsel determined appropriate by GCAHT in accomplishment of the purposes of this Agreement;
 11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by GCAHT in connection with the accomplishment of the purposes of this Agreement;
 12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 13. for the purposes of renting space for GCAHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 14. to solicit charitable contributions from private sources;
 15. to propose amendments to this Agreement; and
 16. to exercise any and all other powers as may be provided for GCAHT in the Joint Exercise of Powers Act or any other applicable law.
- (c) Limitation on Powers. This Agreement does not authorize GCAHT do any of the following:

1. Regulate land use in cities or in the unincorporated area of the County;
2. Serve as an owner or operator of housing units;
3. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approval of a development project;
4. Require or incentivize inclusionary zoning requirements;
5. Require the Parties to dedicate or assign funding for any GCAHT obligations or programs;
6. Approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the proposed project is sited; or
7. Require the Parties to accept or provide any member of housing units as a prerequisite to joining or remaining a member of GCAHT.

Section 4. Members

The members of GCAHT shall be the Parties who have not withdrawn from GCAHT, and such other Parties as may join GCAHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only cities within the County of Los Angeles and within the Gateway Cities subregion may be a party to this Agreement and a member of GCAHT.

Section 5. Board of Directors

- (a) Selection of Directors. GCAHT shall be governed by a Board of Directors consisting of nine Directors selected as follows:
 1. Seven Directors who are members of the Gateway Cities Council of Governments (GCCOG) Governing Board ("GCCOG Board"), or any elected official serving within the GCCOG jurisdiction that is also a Party and appointed by the GCCOG Board.
 2. Two Directors that are experts in homelessness or housing policy appointed by the Gateway Cities Council of Governments City Managers Committee.
 3. Alternates for each Director position may be established by the appointing entity.
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of GCAHT shall be vested in and exercised by, and its property and its affairs administered by, the Board of Directors.
- (c) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.

- (d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any GCAHT policies or procedures governing the same.
- (e) Term. Members of the Board shall serve for a two-year term. There are no term limits. The initial Board will serve a term staggered between one-year and two-year terms. Three of the seven Directors who are members of the GCCOG Board or are appointed by the GCCOG Board in accordance with Section 5(a) shall have an initial term of one year. One of the two Directors that are experts in homelessness or housing policy shall have an initial term of one year. The initial one-year terms will be determined through the drawing of lots.
- (f) Meetings of the Board of Directors.
1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
 3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
 4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.
 5. Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.
 6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the

resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff

1. GCAHT may contract with a Party or the GCCOG, for officers and staff pursuant to Section 6(d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of GCAHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in GCAHT's budget and are appropriated by GCAHT therefor.
2. None of the officers, agents, or staff, if any, directly contracted by GCAHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

- (b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of GCAHT, or an officer or employee of a public agency that is a Party, or a certified public accountant to hold the offices of treasurer and auditor for GCAHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for GCAHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of GCAHT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting all receipts and disbursements of GCAHT. The treasurer and auditor of GCAHT shall be required to file and official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of GCAHT.

- (c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to GCAHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to provide necessary administrative services to GCAHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to GCAHT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to GCAHT under this Section 6 may charge GCAHT the amounts necessary to recover the direct and indirect costs of such services.
2. If GCAHT contracts with a Party to provide GCAHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of GCAHT or any other Party. This Section 6(d)(2) shall not preclude a Party providing administrative services to GCAHT pursuant to a contract with GCAHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge GCAHT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of GCAHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of GCAHT shall commence on the Effective Date and end on the immediately following 30th day of June.

(b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating GCAHT) and Program costs (i.e., the financing of the programs funded or sponsored by GCAHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all Directors of the Board.
2. Expenditures for the Approved Budget. The payment of all GCAHT obligations is limited to the amount of appropriations allowed in GCAHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. The GCCOG shall be responsible for GCAHT's administrative costs until June 30, 2024. After this initial period, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual

contributions (each a “Fee” and collectively the “Fees”) towards the budgeted administrative costs of GCAHT in accordance with a cost allocation formula as outlined below:

POPULATION	ANNUAL ADMINISTRATIVE FEE
Up to 30,000	\$7,500
30,001 – 60,000	\$15,000
60,001 – 100,000	\$32,500
>100,000	\$47,500

The Fees shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the GCAHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to GCAHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors.

Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by GCAHT, as well as the level of, and mechanisms for, the involvement of GCAHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all GCAHT funds and accounts and report of all GCAHT receipts and disbursements. Without limiting the generality of the foregoing, GCAHT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of GCAHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for GCAHT shall cause an annual independent audit of the accounts and

records of GCAHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.5 of the Government Code, GCAHT shall publish an Annual Financial Report that shall describe the funds received by GCAHT and the use of such funds by GCAHT. The Annual Financial Report shall describe how the funds received by GCAHT have furthered the purposed of GCAHT.
- (e) Funds. Subject to the applicable provisions of any instrument or agreement which GCAHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse GCAHT funds, the person appointed by the Board of Directors to perform the treasurer function for GCAHT shall receive, have the custody of and disburse GCAHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

- (a) This Agreement may not be amended or modified except by a vote of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.
- (b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of GCAHT.

- (a) The debts, liabilities, and obligations of GCAHT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations or the Directors, officers or employees of GCAHT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of GCAHT.
 1. Indemnification. The GCAHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with GCAHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of GCAHT. The GCAHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The GCAHT shall finance its obligation

pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the GCAHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the GCAHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with GCAHT in good faith to negotiate alternative means or mechanisms by which GCAHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive GCAHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless GCAHT for any Unfunded Liability.

2. Assignment. Each Party shall assign to the GCAHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the GCAHT has met its obligations to defend and indemnify such Party pursuant to this Section.
3. Survival. GCAHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

- (a) Admission of New Parties. It is recognized that additional Parties other than the original Parties, may wish to join GCAHT. Any city within the Gateway Cities subregion may become a Party to GCAHT upon such terms and conditions as established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from GCAHT.
- (b) Withdrawal from GCAHT. Parties may withdraw from GCAHT at any time upon their governing board's adoption of a resolution that so states the Party's intent to withdraw from GCAHT. The withdrawal of any Party, either voluntarily or involuntarily, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. In the case of a voluntary withdrawal, written notice shall be given to GCAHT six months prior to the effective date of withdrawal; and
2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of GCAHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Fees.

Section 11. Notices.

- (a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to GCAHT on the Parties signature page for formal notice:

Section 12. Miscellaneous.

- (a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- (c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- (d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.
- (e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

Frank Garcia, Mayor

Dated: _____

ATTEST:

Andrea Aguilar, City Clerk

Date

NOTICE TO CITY TO BE GIVEN TO:

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

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney

Date

Gateway Cities Affordable Housing Trust Bylaws

Approved by the
Gateway Cities Affordable Housing Trust Board of Directors

On _____, 2023

Table of Contents

Part 1 – Introduction to the Gateway Cities Affordable Housing Trust.....	1
Establishment.....	1
GCAHT Guiding Vision and Mission	1
GCAHT Guiding Principles.....	1
Part 2 – Bylaws of the Gateway Cities Affordable Housing Trust	2
ARTICLE I - Name	2
ARTICLE II – Board of Directors	2
Section A: GCAHT Board of Directors	2
Section B: Selection of Advisory Board Members.....	3
Section C: Terms and Vacancies	3
ARTICLE III – Duties of Officers and Board Members.....	3
Section A: Duties of the Board of Director Members:	3
Section B: Formation of Subcommittees	3
ARTICLE IV – Meetings	4
Section A: Regular Meetings	4
Section B: Special Meetings	4
Section C: Voting on Project Funding	4
Section D: Voting on Amending GCAHT’s Bylaws, Principles, or Procedures	4
Section E: Minutes	4
Section F: Meeting Procedure	4
Section G: Location of Meetings	4
ARTICLE V – GCAHT Board Code of Conduct	5
Section A: Compliance with Policies.....	5
Section B: Conflicts of Interest.....	5
Section C: Confidentiality	5
Section D: Gifts or Honoraria	6
Section E: Harassment	6
Section F: Laws and Regulations	6

Part 1 – Introduction to the Gateway Cities Affordable Housing Trust

Establishment

On January 4, 2023, the Gateway Cities Council of Governments approved the formation of the Gateway Cities Affordable Housing Trust (“GCAHT” or “Trust”). The Trust is a joint powers agency, which may do any of the following: (1) fund the planning and construction of affordable housing of all types and tenures for persons and families of extremely low-, very low-, low-, and moderate-income as defined in Section 50093 of the Health and Safety Code; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Trust. The Trust may consist of any of the cities within the Gateway Cities Council of Governments, which is a joint powers agency representing a subregion of Los Angeles County.

The GCAHT was established on _____, by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of _____, _____, _____ (collectively, the “Cities”). These Bylaws were adopted by GCAHT’s Board of Directors and provide for the organization and administration of GCAHT. These Bylaws supplement the Agreement.

GCAHT Guiding Vision and Mission

A Steering Committee consisting of staff from various cities within the boundaries of the Trust along with individuals representing Los Angeles County, affordable financing, and affordable developers met on three separate occasions to discuss and recommend various governance, policy, and a guiding vision and mission as follows:

The vision of the Gateway Cities Affordable Housing Trust is to secure funding for the region that will increase the production of affordable housing and provide safe and quality homes for lower- and moderate-income individuals and families.

The mission of the Gateway Cities Affordable Housing Trust is to finance the development of affordable housing in the region and thereby increase the supply of housing to lower- and moderate-income individuals and families.

GCAHT Guiding Principles

The guiding principles of the GCAHT:

1. Implement the findings and declarations of the Agreement.
2. Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

3. Retain local control and the ability for local governments to use GCAHT funding for housing solutions when needed, or to participate within the region as a whole.
4. Demonstrate accountability and transparency for parties to the Agreement and the public.
5. Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, and to efficiently accelerate housing for moderate-, low-, very low- and extremely low-income individuals and families.
6. Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
7. Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
8. Serve the region's needs geographically by (1) extremely low-, very low-, low-, and moderate-income, and supportive housing types and (2) population.
9. Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
10. Provide access to funding to ensure that the Gateway Cities subregion receives the maximum benefit for the resources provided.
11. Incorporate County's Coordinated Entry System in conjunction with the cities' locally driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the Gateway Cities Affordable Housing Trust

ARTICLE I - Name

The name of this entity shall be the “Gateway Cities Affordable Housing Trust” or “GCAHT” in these Bylaws.

ARTICLE II – Board of Directors

Section A: GCAHT Board of Directors

1. All members of the Board of Directors must be from a city that is a party to the Agreement and shall be appointed as set forth in the Agreement.

2. Each of the nine (9) voting members of the Board of Directors of GCAHT shall be entitled to one (1) vote on the Board.

Section B: Selection of Advisory Board Members

An Advisory Board may be appointed by the Trust Board consisting of various government staff, persons with housing development, housing services, finance, and development expertise.

All Advisory Board members are entitled to attend all GCAHT regular and special meetings and to fully participate in such meetings but shall not constitute voting members of the Board.

Advisory Board members need not be elected officials.

Section C: Terms and Vacancies

1. Board of Directors: As set forth in the Agreement, terms of office for members of the Board of Directors shall generally be for two (2) years, subject to initial one (1) year terms for certain members as set forth in the Agreement. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall automatically be deemed vacant if that member fails to attend three consecutive regular or special meetings. Upon a vacancy, the Trust Board shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

ARTICLE III – Duties of Officers and Board Members

Section A: Duties of the Board of Director Members:

1. Meet when called by the Chair to plan and coordinate the business and proposed activities of GCAHT;
2. Review and consider applications for project funding;
3. Review and consider GCAHT's financial information, including the Annual Financial Report, any related independent audit, and the GCAHT's annual budget; and
4. Serve on subcommittees or task forces when appropriate.

Section B: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of GCAHT.

ARTICLE IV – Meetings

Section A: Regular Meetings

Regular meetings of GCAHT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of GCAHT may be held at any time upon call of the Chair, provided that the special meetings' noticing, and agenda complies with the Ralph M. Brown Act.

Section C: Voting on Project Funding

As set forth in the Agreement, every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. However, the Board should strive to attain a unanimous decision on all projects which receive funding from GCAHT.

Section D: Voting on Amending GCAHT's Bylaws, Principles, or Procedures

1. Amendments to GCAHT's Bylaws, Principles or Procedures shall be considered at a regular meeting and shall comply with the Ralph M. Brown Act.
2. An amendment to these Bylaws must be approved by a majority vote of the Board of Directors.

Section E: Minutes

The Clerk of the Board shall take minutes for GCAHT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section F: Meeting Procedure

The conduct of meetings shall be guided by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section G: Location of Meetings

The Board must meet in publicly accessible places typical for hosting public meetings, such as Council Chambers or city community rooms.

ARTICLE V – GCAHT Board Code of Conduct

This GCAHT Board Code of Conduct represents GCAHT’s commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. GCAHT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity, and productivity. GCAHT will act in accordance with applicable federal, state, and local laws and regulations.

Section A: Compliance with Policies

Members of the Board of Directors and Advisory Board will conduct the GCAHT business in accordance with the Agreement, these Bylaws, and all adopted policies, including conflict of interest policies.

Section B: Conflicts of Interest

1. The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the “Act”), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090.
2. Members of the Board of Directors are required to file a Statement of Economic Interest (Form 700) in the disclosure category as designated on the GCAHT Conflict of Interest Code.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the GCAHT. This includes but is not limited to information about applications for funding, GCAHT parties and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted. Notwithstanding the foregoing, the GCAHT recognizes that excepting such confidential information which must be carefully preserved, the conduct of its business shall be open and transparent in accordance with the Ralph M. Brown Act and the California Public Records Act.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors, or personal rewards intended to influence GCAHT decisions or activities.

Section E: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from GCAHT Board.

Section F: Laws and Regulations

GCAHT business will be conducted in a manner that reflects the highest standards and in accordance with all applicable federal, state, and local laws and regulations.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: February 22, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CANNABIS LICENSE RENEWAL UPDATE FOR A COMMERCIAL CANNABIS RETAIL LICENSE FOR FIREHOUSE HEALTHCARE INDUSTRIES, INCORPORATED DOING BUSINESS AS (DBA)FIREHOUSE 365 LOCATED AT 6118 ATLANTIC BOULEVARD

RECOMMENDATION:

Staff recommends the Council receive and file.

BACKGROUND:

On July 13, 2022, the Maywood City Council at a regularly scheduled meeting discussed the approval of a renewal of a commercial cannabis retail license for Firehouse Healthcare Industries, Incorporated dba Firehouse 365 located at 6118 Atlantic Boulevard, for a one-year term expiring on May 12, 2023. During that meeting, the Council discussed the criteria involved in the renewal process. The criteria included financial audits, background checks and facility inspections. The facility inspection is where the Council was advised there were various corrections required. HdL had conducted several on-site inspections since Firehouse opened, including a virtual inspection during the Covid-19 pandemic. In (3) inspections, HDL determined as follows: During the October 11, 2021 inspection, the inspection team found (6) six regulatory items that needed to be corrected (See attached Results of Compliance Inspection Letter). During the March 16, 2022, inspection, the Licensed premises was still having issues with the surveillance system (See attached Results of Compliance Inspection Letter). The June 14, 2022, inspection revealed that a theft had taken place and was not reported to the City. City staff and a Compliance Inspector from HdL conducted all the facility inspections. In a previous inspection conducted last year, a wall was moved within the building without obtaining planning approval or permits. As reported to the City Council in July, we advised the Council that they submitted plans but had not obtained permits for the unpermitted work. As of the date of the July report, there were corrections to the plans that needed to be addressed.

The City Council at this meeting took staff's recommendation and authorized the Director of Building and Planning to notify the applicant in writing of the City Council's decision to approve the renewal but would require a 90 day review of the business to determine if any further action was required. The City Council at this meeting took staff's recommendation and authorized the Director of Building and Planning to notify the applicant in writing of the City Council's decision to approve the renewal but require a 90 day review of the business to determine if any further action was required.

DISCUSSION:

On September 21, 2022 and December 7, 2022, HdL and city staff conducted field inspections at the location.

The September inspection resulted in compliance with all 20 items from the regulatory, ordinance, and non-regulatory categories (See attached compliance letter). During the December inspection, three items were out of compliance. Two (2) were regulatory items.

1. The first item was that the QR (quick response) code was not in the front window, it was inside the door.
2. The second item was that all inventory should affix package tags to all cannabis inventory to identify the product. The violation was due to the fact that the inventory was located in a secured caged enclosure with the inventory slips located in a wall filing sleeve adjacent to the cage awaiting display on the retail floor.
3. The third item requires the business to remediate the other two issues. The HdI inspector advised the business that this would be reinspected at their next inspection. This inspection looked at 36 items.

The unpermitted wall that was constructed received a final to the building permit on December 6, 2022. The next quarterly inspection will be conducted at the beginning of March and the license renewal process will be before this council at the April meeting.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENT(S)

1. Firehouse Healthcare_Maywood_Compliance Inspection 09-21-2022
2. Firehouse Healthcare_Maywood_Compliance Inspection 12-07-2022



CITY OF MAYWOOD

COMPLIANCE INSPECTION



Inspection Date	September 21, 2022, Announced, Staff Present
Inspection By	Michelle Shaw
Business Name / DBA	Firehouse Healthcare Industries, Inc. dba Firehouse365 State Lic #: C10-0000478-LIC Local Lic #: CC-020
Business Address	6118 Atlantic Blvd. Maywood, CA 90270
Business Type	Type 10 - Retailer
Business Contact Information	Alejandro (Alex) Topete 6118 Atlantic Blvd. Maywood, CA 90270, (760) 501-5263 atopete@fhciinc.com

SUMMARY

On September 21, 2022, HdL conducted an in-person compliance inspection. This inspection was designed to evaluate site security, inventory control, and record-keeping procedures. It was also used to review prior recommendations made during their June 14, 2022 inspection.

At the time of the inspection, the Licensee was observed conducting commercial cannabis activities relative to that authorized by the license and found to be **COMPLIANT** with the regulations and local laws observed.

RESULTS

§15000.1 GENERAL REQUIREMENTS **Compliant**

- (a) Every person who conducts commercial cannabis activity shall obtain and maintain a valid license for each separate premises at which commercial cannabis activity is conducted.
- (b) Commercial cannabis activity shall only be conducted between licensees.
- (c) The licensee shall only conduct commercial cannabis activities authorized by the license and on the premises.
- (d) All transfers of cannabis and cannabis products shall be conducted by a licensed distributor.
- (e) Licenses shall not be transferrable or assignable to another person or premises, except as provided in section 26050.2 of the Business and Professions Code.
- (f) Applicants and licensees shall use their legal business name on all documents related to commercial cannabis activity.

Observation: N/A

§15000.7 STORAGE OF INVENTORY **Compliant**

- (a) All inventory stored on the Licensed premises shall be secured in a limited-access area.
- (b) All licensees shall not store cannabis goods outdoors.
- (b) Employee break rooms, changing facilities, and bathrooms shall be separated from all storage areas.
- (d) All cannabis and cannabis products must be stored on the licensed premises.

Observation: N/A

§15006 PREMISES DIAGRAM **Compliant**

The diagram shall show the boundaries of the property and the proposed premises, including all doorways, interior walls, rooms, windows, and limited-access areas. It shall also identify all commercial cannabis activities applicable to the business operations.

Observation: N/A

§15025 PREMISES REQUIREMENTS FOR RETAILERS AND MICROBUSINESS **Compliant**

The licensee only conducts one type of commercial cannabis activity on the licensed premises; any licensed premises that are adjacent to another premises engaging in manufacturing or cultivation shall be separated

from those premises by walls, and any doors leading into each area shall remain closed.

Observation: N/A

§15037 GENERAL RECORD RETENTION REQUIREMENTS **Compliant**

Licensee must keep and maintain the records in connection with the licensed commercial cannabis business. Records must be kept for at least seven years from the date of creation. Records include, but are not limited to financial records, personnel records, training records, contracts, local permits, and all other documents prepared or executed by an owner or their employee. Records must be legible and accurate.

Observation: N/A

§15039 LICENSE POSTING REQUIREMENT **Compliant**

- (a) Upon issuance of any license, the licensee shall prominently display the license on the licensed premises where it can be viewed by state and local agencies. If the licensed premises is open to the public, the license shall be displayed in an area that is within plain sight of the public.
- (c) The QR Code Certificate displayed by a licensee, as required by subsection (b), shall be posted in the front window of the licensed premises within three (3) feet of any public entrance to the licensed premises, or in a locked display case mounted on the outside wall of the licensed premises within three (3) feet of any public entrance to the licensed premises.

Observation: N/A

§15042 PREMISES ACCESS REQUIREMENTS **Compliant**

- (a) For a premises that is not open to the public, the licensee shall establish and implement an identification and sign-in/sign-out procedure for all persons accessing the premises, including authorized individuals, suppliers, and visitors.
- (b) Licensees shall ensure that only employees of the licensee and other authorized individuals access the limited-access areas of the licensed premises.
- (d) An individual who enters the limited-access area and is not employed by the licensee shall be escorted by an employee of the licensee at all times while within the limited-access area.
- (e) A licensee shall maintain a record of all authorized individuals who are not employees of the licensee who enter the limited-access area. The record shall include the name of the individual, the company the individual works for, and the reason the individual entered the limited-access area.

Observation: N/A

§15043 LICENSEE EMPLOYEE BADGE REQUIREMENT **Compliant**

All agents, officers, or other persons acting for or employed by a licensee conducting retail sales or participating in a temporary cannabis event shall display a laminated or plastic-coated identification badge issued by the licensee at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

Observation: N/A

§15044 VIDEO SURVEILLANCE SYSTEM **Compliant**

Shall at all times:

- (b) Effectively and clearly record images of the area under surveillance.
- (c) Each camera shall be permanently mounted and in a fixed location and clearly record activity occurring within 20 feet of all points of entry and exit.
- (d) Areas that shall be recorded include the following:
 - (1) Area where cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the licensed premises;
 - (2) Limited-access areas;
 - (3) Security rooms;
 - (4) Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area; and
 - (5) Entrances and exits to the licensed premises shall be recorded from both indoor and outdoor vantage points.
- (g) The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft.

- (h) Surveillance recordings shall be kept for a minimum of 90 calendar days.
- (j) Recording shall clearly and accurately display the time and date.
- (k) System should be equipped with a failure notification system.
- (l) The licensee shall disclose on their premises diagram where the surveillance recordings are stored.

Observation: N/A

§15045 SECURITY PERSONNEL **Compliant**

A licensed retailer or licensed microbusiness authorized to engage in retail sales shall hire or contract security personnel who are at least 21 years of age to provide on-site security services for the licensed retail premises during the hours of operation. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code. All licensees shall be held responsible and subject to discipline for any violations of the security personnel requirements.

Observation: N/A

§15046 LOCKS **Compliant**

A licensee shall ensure that all limited-access areas can be securely locked using commercial-grade, nonresidential door locks. A licensee shall also use commercial grade, non-residential door locks on all points of entry and exit to the licensed premises.

Observation: N/A

§15047 ALARM SYSTEM **Compliant**

(a) A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(c) at the licensed premises. This requirement does not apply to a licensed premises authorized exclusively for cultivation activities or the cultivation area of a licensed microbusiness premises.

Observation: N/A

§15049 TRACK AND TRACE REPORTING **Compliant**

- (a) All cannabis and cannabis products on the licensed premises shall be assigned a plant or package tag, except for harvested plants that are being dried, cured, graded, or trimmed, as specified in this division, and recorded in the track and trace system.
- (e) If a licensee rejects a partial shipment of cannabis goods pursuant to section 15052.1(b), the licensee shall record the partial rejection in the track and trace system.

Observation: N/A

§15051 TRACK AND TRACE SYSTEM RECONCILIATION **Compliant**

(a) The licensee shall review the information recorded in the track and trace system at least once every 30 calendar days to ensure its accuracy, including, at a minimum: (1) Reconciling the on-hand inventory of cannabis and cannabis products with the records in the track and trace system.

Observation:

- *Licensee is conducting inventory reconciliation of cannabis and cannabis products daily and weekly to meet the requirements of this section.*

§15047.2 TRACK AND TRACE GENERAL REQUIREMENTS **Compliant**

- (a) A licensee shall create and maintain an account within the track and trace system prior to engaging in any commercial cannabis activity.
- (b) All commercial cannabis activity shall be accurately recorded in the track and trace system.
- (c) A licensee is responsible for the accuracy and completeness of all data and information entered into the track and trace system. The licensee is responsible for all actions taken by the designated account manager or other account users while performing track and trace activities.
- (d) A person shall not intentionally misrepresent or falsify information entered into the track and trace system.

Observation: N/A

ORDINANCE

5-45.02(a) LICENSE REQUIRED **Compliant**

(a) No person shall engage in commercial cannabis activity within the City of Maywood without a valid

license issued under this chapter and a valid conditional use permit ("CUP") issued under the Maywood Municipal Code Zoning Ordinance. Any activity authorized under such a license shall additionally comply with all provisions of this chapter and state law at all times.

Observation: N/A

5-46.07 OPERATION AND NOTIFICATION REQUIREMENTS **Compliant**

- (a) It shall be unlawful for any person with a license to operate any commercial cannabis activity to violate any of the following rules and regulations:
 - (1) All licensees shall comply with state law at all times;
 - (2) All licensees shall maintain a record system which provides adequate tracking capability, including, but not limited to, a point of sale and a track-and-trace system.
 - (3) All licensees shall pay any applicable sales tax or other tax obligations under share or local law;
 - (4) All products shall be secured in a safe and lawful manner, including the use of commercial-grade locks, security alarms, and camera systems;
 - (5) All food product handling or preparation shall comply with applicable California Department of Public Health and County of Los Angeles Public Health Department rules, and regulations.
 - (6) All licensees shall provide a sufficient odor-absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the facility.
- (b) A licensee shall ensure that the City Manager is notified in writing of the criminal conviction of the licensee, owner, or employee or when a licensee, owner, or employee has been charged with a criminal offense
- (c) A licensee shall ensure that the City Manager is notified in writing of a civil penalty or judgment rendered against the licensee or any owner within forty-eight (48) hours of delivery of the verdict or entry of judgment, whichever is earlier.
- (d) A licensee shall ensure that the City Manager is notified in writing of the revocation or suspension of a license or other authorization for a cannabis business issued by a state or local licensing authority within forty-eight (48) hours of receiving notice of the revocation.
- (e) A licensee shall notify the City Manager and the Chief of Police within twenty-four (24) hours of the discovery of any of the following situations:
 - (1) The licensee discovers a significant discrepancy in its inventory;
 - (2) The licensee becomes aware of, or has reason to suspect, diversion, theft, loss, or any other criminal activity pertaining to the operations of the licensee by any owner, person with a financial interest in the cannabis business, employee, agent or volunteer of the cannabis business or by any third party;
or
 - (3) The licensee becomes aware of or has reason to suspect, any breach of security.

Observation: N/A

5-46.08 INSPECTIONS **Compliant**

The Building Official or designated officials shall have the right to enter all cannabis businesses from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the commercial cannabis business is being operated or maintained in compliance with this Code, State law, and other applicable laws and regulations. Failure to comply shall result in commercial cannabis license revocation.

Observation: N/A

5-46.14 MAINTENANCE OF RECORDS **Compliant**

- (a) A licensee shall maintain all the records required for retention by Section 5037 of Title 16 of the California Code of Regulations, as the same may be amended from time to time, for a period of at least seven (7) years.
- (b) Records shall be kept in a manner that allows the records to be produced to the City at the premises in either hard copy or electronic form, whichever the City requires.
- (c) A licensee shall report any loss, damage, or destruction of these records to the City Manager within twenty-four (24) hours of the loss, damage, or destruction.

Observation: N/A

5-46.15 SITE MANAGEMENT **Compliant**

- (a) A licensee shall prevent and immediately abate conditions at the premises that constitute a nuisance or other violation of this Code.
- (b) The licensee shall maintain the exterior of the premises, including any parking lots and landscaped areas

under the control of the licensee, free of litter, debris, trash, and unused equipment.
(c) The licensee shall remove all graffiti from the cannabis business site and parking lots under the control of the licensee within twenty-four (24) hours of its application.

Observation: N/A

RECOMMENDATIONS

REGULATORY

- *No recommendations made at this time.*

ORDINANCE

- *No recommendations made at this time.*

NON-REGULATORY

- *No recommendations made at this time.*
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EXHIBITS NONE



CITY OF MAYWOOD

COMPLIANCE INSPECTION



Inspection Date	December 07, 2022, Announced, Staff Present
Inspection By	Michelle Shaw
Business Name / DBA	Firehouse Healthcare Industries, Inc. dba Firehouse 365 State Lic #: C10-0000478-LIC Local Lic #: CC-020
Business Address	6118 Atlantic Blvd. Maywood, CA 90270
Business Type	Type 10 - Retailer
Business Contact Information	Alejandro (Alex) Topete 6118 Atlantic Blvd. Maywood, CA 90270, (760) 501-5263 atopete@fhciinc.com

SUMMARY

On December 07, 2022, HdL conducted a compliance inspection. This 4th Quarter inspection was designed to evaluate site security, inventory control, and record-keeping procedures.

The Licensee was conducting commercial cannabis activities relative to that authorized by the license. State regulations and local laws examined were discussed with the Licensee. Observations and recommendations are noted below:

RESULTS

§15000.1 GENERAL REQUIREMENTS **Compliant**

- (a) Every person who conducts commercial cannabis activity shall obtain and maintain a valid license for each separate premises at which commercial cannabis activity is conducted.
- (b) Commercial cannabis activity shall only be conducted between licensees.
- (c) The licensee shall only conduct commercial cannabis activities authorized by the license and on the premises.
- (d) All transfers of cannabis and cannabis products shall be conducted by a licensed distributor.
- (e) Licenses shall not be transferrable or assignable to another person or premises, except as provided in section 26050.2 of the Business and Professions Code.
- (f) Applicants and licensees shall use their legal business name on all documents related to commercial cannabis activity.

Observation: N/A

§15000.3 PREMISES REQUIREMENTS **Compliant**

- (a) A licensed premises shall not be in a location that requires persons to pass through a business that sells alcohol or tobacco or a private residence to access the licensed premises.
- (c) A licensed premises shall not include the living areas of a private residence, such as bathrooms, bedrooms, kitchens, and living rooms unless living areas are required to be included in the licensed premises.
- (d) Licensees shall ensure that the Department has immediate access to their licensed premises.
- (e) Nothing in this section shall be interpreted to prohibit two or more licensed premises from occupying separate portions of the same parcel of land or sharing common-use areas, such as a bathroom, breakroom, hallway, or building entrance.
- (f) All structures included as part of the licensed premises shall be permanent structures.

Observation: N/A

§15000.7 STORAGE OF INVENTORY **Compliant**

- (a) All cannabis and cannabis products must be stored within the licensed premises.
- (b) A licensee shall not store cannabis goods outdoors.

- (c) Bathrooms and changing facilities shall be separated from all storage areas by solid walls that extend from the floor to the ceiling. Employee break areas, if any, shall be separate and distinct from areas where cannabis and cannabis products are stored.
- (d) Licensees may use additional shipping containers as temporary storage space on their licensed premises when their storage needs exceed the capacity of their storage space.

Observation: N/A

§15006 PREMISES DIAGRAM **Compliant**

- (a) An applicant shall submit to the Department, with the application, a complete and detailed diagram of the proposed premises.
- (b) The diagram shall show the boundaries of the property and the proposed premises to be licensed, showing all boundaries, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
- (c) The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify limited-access areas. Cannabis activities shall be identified on the diagram.
- (d) The diagram shall show where all cameras are located and assign a number to each camera for identification purposes unless the premises is exempt from the video surveillance requirement pursuant to section 15315 or section 15044.
- (e) The diagram shall be to scale to determine the bounds of the premises.

Observation: N/A

§15025 ADDITIONAL PREMISES REQUIREMENTS FOR RETAILERS AND MICROBUSINESS **Compliant**

- (a) Licensed retailers and licensed microbusinesses authorized to engage in retail sales shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.
 - (1) The sale and delivery of cannabis goods shall not occur through a pass-out window or a slide-out tray to the exterior of the licensed premises.
 - (2) Licensed retailers or licensed microbusinesses authorized to engage in retail sales shall not operate as or with a drive-in or drive-through except for curbside delivery conducted pursuant to section 15404.
- (b) Alcoholic beverages shall not be stored or consumed on a licensed premises.
- (c) Any licensed retailer or microbusiness authorized to conduct retail sales that is adjacent to another premises engaging in manufacturing, cultivation, or distribution shall be separated from those premises by solid walls that extend from floor to ceiling, and any doors leading to the cultivation, distribution, or manufacturing premises shall remain closed.

Observation: N/A

§15037 GENERAL RECORD RETENTION REQUIREMENTS **Compliant**

- (a) Licensees must keep and maintain records in connection with the licensed commercial cannabis business. Records must be kept for at least seven years from the date of creation unless a shorter time is specified.
- (b) Records must be kept in a manner that allows the records to be produced for the Department in either hard copy or electronic form.
- (c) Records must be legible and accurate. No person may intentionally misrepresent or falsify records.
- (d) Records must be stored in a secured area where the records are protected from debris, moisture, contamination, hazardous waste, and theft.

Observation: N/A

§15039 LICENSE POSTING REQUIREMENT **Non-Compliant**

- (a) Upon issuance of the license, the licensee shall prominently display the license on the licensed premises where it can be viewed by state and local agencies. If the licensed premises is open to the public, the license shall be displayed in an area that is within plain sight of the public.
- (b) Upon issuance of any license, a retailer, whose licensed premises is open to the public, shall prominently display the Quick Response Code (QR Code) certificate issued by the Department so that it can be viewed and scanned from outside of the licensed premises.
- (c) The QR Code certificate displayed by a licensee, as required by subsection (b), shall be posted in the front window of the licensed premises within three (3) feet of any public entrance to the licensed premises, or in a locked display case mounted on the outside wall of the licensed premises within three (3) feet of any public entrance to the licensed premises. The QR Code certificate shall be posted in a

manner that is visible from the outside of the licensed premises to the public and all persons entering the premises.

Observation:

- Pursuant to subsection (b), the Licensee's QR Code Certificate was not posted and visible within three feet of the entrance of the licensed premises. (Exhibit 1)

§15042 PREMISES ACCESS REQUIREMENTS Compliant

- (a) For a premises that is not open to the public, the licensee shall establish and implement an identification and sign-in/sign-out procedure for all persons accessing the premises, including authorized individuals, suppliers, and visitors.
- (b) Licensees shall ensure that only employees of the licensee and other authorized individuals access the licensed premises.
- (c) For the purpose of this section, "authorized individuals" include outside vendors, contractors, or other individuals conducting business that requires access to the licensed premises.
- (d) An individual who enters the licensed premises and is not employed by the licensee shall be escorted by an employee of the licensee at all times while within the licensed premises.
- (e) A licensee shall maintain a record of all authorized individuals who are not employees of the licensee who enter the licensed premises. The record shall include the name of the individual, the company the individual works for, the reason the individual entered the licensed premises, the date, and the times the individual entered and exited the licensed premises. These records shall be made available to the Department immediately upon request.

Observation: N/A

§15043 LICENSEE EMPLOYEE BADGE REQUIREMENT Compliant

All agents, officers, or other persons acting for or employed by a licensee conducting retail sales or participating in a temporary cannabis event shall display a laminated or plastic-coated identification badge issued by the licensee at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

Observation: N/A

§15044 VIDEO SURVEILLANCE SYSTEM Compliant

- (a) Each licensed premises shall have a digital video surveillance system with a minimum camera resolution of 1280 × 720 pixels on the licensed premises. This requirement does not apply to a licensed premises authorized exclusively for cultivation activities or the cultivation area of a licensed microbusiness premises.
- (b) The video surveillance system shall at all times be able to record images of the area effectively and clearly under surveillance.
- (c) Each camera shall be permanently mounted and in a fixed location. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the licensed premises and allows for the clear and certain identification of any person and activities in all areas required to be filmed under subsection (d).
- (d) Areas that shall be recorded on the video surveillance system include the following:
 - (1) Areas where cannabis or cannabis products are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the licensed premises;
 - (2) Limited-access areas;
 - (3) Security rooms;
 - (4) Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area; and
 - (5) Entrances and exits to the licensed premises, shall be recorded from both indoor and outdoor vantage points.
- (e) Licensed retailers and licensed microbusinesses authorized to engage in retail sales shall also record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. Camera placement must allow for the recording of facial features.
- (f) Cameras shall record continuously 24 hours per day and at a minimum of 15 frames per second (FPS).
- (g) The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft.

- (h) Surveillance recordings shall be kept for a minimum of 90 calendar days.
- (i) Surveillance recordings are subject to inspection by the Department to view and obtain copies of the recordings at the licensed premises immediately upon request.
- (j) Recorded images shall clearly and accurately display the time and date.
- (k) The video surveillance system shall be equipped with a failure notification system that provides notification to the licensee of any interruption or failure of the video surveillance system or video surveillance-system storage device.
- (l) All licensees sharing a video surveillance system shall be held responsible and subject to discipline for any violations of the video surveillance requirements.
- (m) A licensed distributor transport only licensee engaged in self-distribution whose premises is on the same parcel of land as their licensed cultivation premises shall not be required to comply with the provisions of this section.

Observation: N/A

§15045 SECURITY PERSONNEL Compliant

- (a) A licensed retailer or licensed microbusiness authorized to engage in retail sales shall hire or contract security personnel who are at least 21 years of age to provide onsite security services for the licensed retail premises during the hours of operation. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.
- (b) A licensed non-storefront retailer or licensed microbusiness who is not engaged in storefront retail sales is not required to hire or contract security personnel.
- (c) If multiple licensed premises are contained within the same building, security personnel may be shared by all of the licensees to cover the entire building.

Observation: N/A

§15046 LOCKS Compliant

A licensee shall ensure that all limited-access areas can be securely locked using commercial-grade, nonresidential door locks. A licensee shall also use commercial-grade, nonresidential door locks on all points of entry and exit to the licensed premises. This requirement does not apply to a licensed premises authorized exclusively for cultivation activities or the cultivation area of a licensed microbusiness premises.

Observation: N/A

§15047 ALARM SYSTEM Compliant

- (a) A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(c) at the licensed premises. This requirement does not apply to a licensed premises authorized exclusively for cultivation activities or the cultivation area of a licensed microbusiness premises.
- (b) A licensee shall ensure a licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.
- (c) Upon request, a licensee shall make available to the Department all information related to the alarm system, monitoring, and alarm activity.

Observation: N/A

§15048.5 USE OF HARVEST BATCH NAME AND PACKAGE TAGS Non-Compliant

- (a) The assigned harvest batch name shall match what is in the track and trace system and the harvest batch name next to the batch shall be the same.
- (b) Each harvest batch and manufactured cannabis batch shall be assigned a package tag and recorded in the track and trace system. The package tag shall be assigned and recorded in the track and trace system no later than the time at which any part of that harvest batch has finished undergoing any applicable drying, curing, grading, and trimming.
- (c) For all cannabis and cannabis products held in a container, the package tag shall be affixed to the container holding the cannabis or cannabis products. If cannabis or cannabis products are held in multiple containers, the package tag shall be affixed to one of the containers and the other containers shall be labeled with the applicable UID number. Each unit within the container shall be labeled with the applicable UID number. All containers with the same UID number shall be placed contiguous to one another to facilitate identification by the Department.

Observation:

- o Cannabis and cannabis products stored in the secured storage room were not affixed with package tags with the applicable UID number pursuant to subsection (c). (Exhibit 2)

§15049 TRACK AND TRACE REPORTING **Compliant**

- (a) All cannabis and cannabis products on the licensed premises shall be assigned a plant or package tag, except for harvested plants that are being dried, cured, graded, or trimmed, as specified in this division, and recorded in the track and trace system.
- (b) Each of the following activities shall be recorded in the track and trace system within 24 hours of occurrence.
- (e) If a licensee rejects a partial shipment of cannabis goods pursuant to section 15052.1(b), the licensee shall record the partial rejection in the track and trace system.

Observation: N/A

§15049.2 RECORDING TRANSFERS OF CANNABIS AND CANNABIS PRODUCTS **Compliant**

- (a) A licensee shall prepare a shipping manifest through the track and trace system prior to transferring cannabis and cannabis products off of a licensed premises.
- (b) The distributor who transports the cannabis or cannabis product shall record the following additional information on the shipping manifest: (1) The actual date and time of departure from the licensed premises; and (2) The actual date and time of arrival at each licensed premises.
- (c) Upon pick-up or receipt of cannabis and cannabis products for transport, storage, or inventory, a licensee shall ensure that the cannabis or cannabis products received are as described in the shipping manifest. The licensee shall record acceptance or receipt, and acknowledgment of the cannabis or cannabis products in the track and trace system.
- (d) If there are any discrepancies between the type or quantity of cannabis or cannabis products specified in the shipping manifest and the type or quantity received by the licensee, the licensee shall reject the shipment.

Observation: N/A

§15051 TRACK AND TRACE SYSTEM RECONCILIATION **Compliant**

- (a) The license shall review the information recorded in the track and trace system at least once every 30 calendar days to ensure its accuracy, including, at a minimum:
 - (1) Reconciling on-hand inventory of cannabis and cannabis products with the records in the track and trace system; and
 - (2) Reviewing the licensee's authorized users and removing any users who are no longer authorized to enter information into the track and trace system.
- (b) If a licensee finds a discrepancy between the on-hand inventory and the track and trace system, the licensee shall conduct an audit and notify the Department in writing if the discrepancy is significant as defined in section 15034.

Observation: N/A

§15403 HOURS OF OPERATION **Compliant**

A licensed retailer shall sell and deliver cannabis goods only between the hours of 6:00 a.m. Pacific Time and 10:00 p.m. Pacific Time.

Observation: N/A

§15403.1 REQUIREMENTS WHILE NOT OPEN FOR BUSINESS **Compliant**

At any time, the licensed premises is not open for retail sales, a licensed retailer shall ensure that:

- (a) The licensed premises is securely locked with commercial-grade, nonresidential door locks as required in section 15046 of this division;
- (b) The licensed premises is equipped with an active alarm system pursuant to section 15047 of this division, which shall be activated when the licensed retailer or its employees are not on the licensed premises; and
- (c) Only employees of the licensee and other authorized individuals are allowed access to the licensed premises. Authorized individuals include individuals employed by the licensee as well as any outside vendors, contractors, or other individuals conducting business that requires access to the licensed premises.

Observation: N/A

§15405 CANNABIS GOODS DISPLAY **Compliant**

- (a) Cannabis goods for inspection and sale shall only be displayed in the retail area.
- (b) Cannabis and cannabis products may be removed from their packaging and placed in containers to allow for customer inspection. The containers shall not be readily accessible to customers without the

assistance of retailer personnel. A container must be provided to the customer by the licensed retailer or its employees, who shall remain with the customer at all times that the container is being inspected by the customer.

- (c) Cannabis and cannabis products removed from their packaging for display shall not be sold or consumed when the cannabis and cannabis products are no longer used for display.

Observation: N/A

§15406 CANNABIS GOODS FOR SALE **Compliant**

A licensed retailer shall not make any cannabis goods available for sale or delivery to a customer unless:

- (a) The cannabis goods were received by the licensed retailer from a licensed distributor or licensed microbusiness authorized to engage in distribution;
- (b) The licensed retailer has verified that the cannabis goods have not exceeded their best-by, sell-by, or expiration date if one is provided;
- (c) In the case of manufactured cannabis products, the product complies with all requirements of the Business and Professions Code section 26130;
- (d) The cannabis goods have undergone regulatory compliance testing as required by the Act and chapter 6;
- (e) The batch number, if any, is labeled on the package of cannabis goods and matches the batch number on the corresponding certificate of analysis for regulatory compliance testing;
- (f) The packaging and labeling of the cannabis goods complies with Business and Professions Code section 26120 and this division; and
- (g) The cannabis goods comply with all applicable requirements found in the Act and this division.

Observation: N/A

§15412 PROHIBITION ON PACKAGING AND LABELING BY A RETAILER **Compliant**

- (a) A licensed retailer shall not accept, possess, or sell cannabis goods that are not packaged as they will be sold at final sale, in compliance with this division.
- (b) A licensed retailer shall not package or label cannabis goods.
- (c) A licensed retailer may place a barcode or similar sticker on the packaging of cannabis goods to be used in inventory tracking. A barcode or similar sticker placed on the packaging of a cannabis goods shall not obscure any labels required by the Act or this division.

Observation: N/A

§15413 CANNABIS GOODS PACKAGING AND EXIT PACKAGING **Compliant**

- (a) All cannabis goods sold by a licensed retailer shall be in compliance with the packaging requirements in chapter 11.
- (b) A package containing cannabis goods shall be tamper-evident and child-resistant. If the package contains multiple servings, the package must also be resealable.
- (c) All cannabis goods purchased by a customer shall not leave the licensed retailer's premises unless the goods are placed in an opaque exit package.
- (d) Immature plants and seeds sold by a licensed retailer are not required to be placed in resealable, tamper-evident, child-resistant packaging.

Observation: N/A

§15415 DELIVERY EMPLOYEES **Compliant**

- (a) All deliveries of cannabis goods shall be performed by a delivery employee who is directly employed by a licensed retailer.
- (b) Each delivery employee of a licensed retailer shall be at least 21 years of age.
- (c) All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unstaffed vehicle.
- (d) Deliveries of cannabis goods shall be received by customers only during the hours of operation established by section 15403. Delivery employees shall return to the licensed premises after making their last delivery of the day if they have any unsold cannabis goods to return to the premises.
- (e) During the process of delivery, the licensed retailer's delivery employee may not engage in any activities except for cannabis goods delivery and necessary rest, fuel, or vehicle repair stops.
- (f) A delivery employee shall provide a copy of the retail license, a copy of the QR Code Certificate, and their employee identification badge to a delivery customer upon request.
- (g) Prior to providing cannabis goods to a delivery customer, a delivery employee shall confirm the identity and age of the delivery customer as required by section 15404 and ensure that all cannabis goods sold

comply with requirements of section 15413.

- (h) A licensed retailer shall maintain an accurate list of the retailer's delivery employees and shall provide the list to the Department upon request.

Observation: N/A

§15417 DELIVERY VEHICLE REQUIREMENTS **Compliant**

- (a) A licensed retailer's delivery employee, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle. Any vehicle used in the delivery of cannabis goods shall be operated by a delivery employee of the licensee. A vehicle used in the delivery of cannabis goods shall not have any marking or other indications on the exterior of the vehicle that may indicate that the delivery employee is carrying cannabis goods for delivery. Only the licensee or an employee of the retailer licensee for whom delivery is being performed shall be in the delivery vehicle.
- (b) Cannabis goods shall be stored in a secure, fully enclosed trunk that cannot be accessed from inside the vehicle, or in a secured area or compartment within the interior of the vehicle. A "secured area" is defined as an area where solid or locking metal partitions, cages, or high-strength shatterproof acrylic can be used to create a secure compartment in the fully enclosed vehicle.
- (c) A licensed retailer's delivery employee shall not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system. Any cannabis goods left in an unattended vehicle must be stored in a container as required in subsection (b).
- (d) A vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated Global Positioning System (GPS) device for identifying the geographic location of the delivery vehicle and recording a history of all locations traveled to by the delivery employee while engaged in delivery. A dedicated GPS device must be owned by the licensee and used for delivery only. The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery. A licensed retailer shall provide this information to the Department upon request. The history of all locations traveled to by a delivery employee while engaging in delivery shall be maintained by the licensee for a minimum of 90 days.
- (e) Upon request, a licensed retailer shall provide the Department with information regarding any motor vehicle used for the delivery of cannabis goods, including the vehicle's make, model, color, Vehicle Identification Number, license plate number and Department of Motor Vehicles registration information.
- (f) Any motor vehicle used by a licensed retailer to deliver cannabis goods is subject to inspection by the Department.

Observation: N/A

§15418 CANNABIS GOODS CARRIED DURING DELIVERY **Compliant**

- (a) A licensed retailer's delivery employee shall not carry cannabis goods in the delivery vehicle with a value in excess of \$10,000 at any time.
- (e) Before leaving the licensed premises, the licensed retailer's delivery driver must have a delivery inventory ledger of all cannabis goods provided to the licensed retailer's delivery driver. For each cannabis good, the delivery inventory ledger shall include the type of good, the brand, the retail value, the track and trace identifier, and the weight, volume or other accurate measure of the cannabis good. Delivery inventory ledgers may be maintained electronically.
- (f) The licensed retailer's delivery driver shall maintain a log that includes all stops from the time the licensed retailer's delivery driver leaves the licensed premises to the time that the licensed retailer's delivery driver returns to the licensed premises, and the reason for each stop. The licensed retailer must maintain the log as a commercial cannabis activity record as required by this division. The log may be maintained electronically.
- (g) The delivery request receipt provided to the licensed retailer's delivery driver shall contain all of the information required in section 15420, except for the date and time the delivery was made, and the signature of the customer.
- (h) Immediately upon request by the Department or any law enforcement officer, the licensed retailer's delivery driver shall provide:
 - (1) All delivery inventory ledgers from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request;
 - (2) All delivery request receipts for cannabis goods carried by the driver, in the delivery vehicle, or any deliveries that have already been made to customers; and
 - (3) The log of all stops from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request.

Observation: N/A

§15420 DELIVERY REQUEST RECEIPT **Compliant**

A licensed retailer shall prepare a hard copy or electronic delivery request receipt for each delivery of cannabis goods.

- (a) The delivery request receipt shall contain the following:
 - (1) The legal business name and license number of the licensed retailer;
 - (2) The first name and employee number of the licensed retailer's delivery employee who delivered the order;
 - (3) The first name and employee number of the licensed retailer's employee who prepared the order for delivery;
 - (4) The first name of the customer and a licensed retailer-assigned customer number for the person who requested the delivery;
 - (5) The date and time the delivery request was made;
 - (6) The delivery address;
 - (7) A detailed description of all cannabis goods requested for delivery. The description shall include the weight, volume, or any other accurate measure of the amount of all cannabis goods requested;
 - (8) The total amount paid for the delivery, including any taxes or fees, the cost of the cannabis goods, and any other charges related to the delivery; and
 - (9) Upon delivery, the date and time the delivery was made, and the handwritten or electronic signature of the customer who received the delivery.
- (b) The delivery employee shall retain a hard or electronic copy of the signed delivery request receipt for the licensed retailer's records.
- (c) A licensed retailer shall be able to identify the employee associated with each employee number upon request from the Department.
- (d) A licensed retailer shall be able to identify the customer associated with each customer number upon request from the Department.

Observation: N/A

§15421 DELIVERY ROUTE **Compliant**

A delivery employee of a licensed retailer shall not deviate from the delivery path described in this section, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable.

Observation: N/A

§15422 RECEIVING SHIPMENTS OF INVENTORY **Compliant**

- (a) A licensed retailer shall receive a shipment of cannabis goods only from a licensed distributor or licensed microbusiness authorized to engage in distribution.
- (b) A licensed retailer shall accept shipments of cannabis goods only between the hours of 6:00 a.m. Pacific Time and 10:00 p.m. Pacific Time.
- (c) During business hours, shipments of cannabis goods shall not enter the licensed premises through an entrance or exit that is available for use by the public.
- (d) A licensed retailer whose licensed premises only has one entryway may be exempt from the requirements of subsection (c) of this section if the licensed retailer obtains authorization from the local jurisdiction explicitly authorizing this activity. The licensed retailer shall be required to provide this authorization to the Department upon request. For this section to apply, the licensed premises must physically have only one entryway and cannot have any other entryways.

Observation: N/A

§15423 INVENTORY DOCUMENTATION **Compliant**

A licensed retailer shall maintain an accurate record of its inventory. A licensed retailer shall provide the Department with the record of inventory immediately upon request. A licensed retailer shall keep a record of the following information for all cannabis goods the licensed retailer has in its inventory:

- (a) A description of each item such that the cannabis goods can easily be identified;
- (b) An accurate measurement of the quantity of the item;
- (c) The date and time the cannabis goods were received by the licensed retailer;
- (d) The sell-by or expiration date provided on the package of cannabis goods, if any;
- (e) The name and license number of the licensed distributor or licensed microbusiness that transported the cannabis goods to the licensed retailer; and
- (f) The price the licensed retailer paid for the cannabis goods, including taxes, delivery costs, and any other costs.

Observation: N/A

§15424 INVENTORY RECONCILIATION **Compliant**

- (a) A licensed retailer shall be able to account for all of its inventory.
- (b) In conducting an inventory reconciliation, a licensed retailer shall verify that the licensed retailer's physical inventory is consistent with the licensed retailer's records pertaining to inventory.
- (c) The result of inventory reconciliation shall be retained in the licensed retailer's records and shall be made available to the Department upon request.
- (d) If a licensed retailer identifies any evidence of theft, diversion, or loss, the licensed retailer shall notify the Department and law enforcement pursuant to section 15036 of this division.
- (e) If a significant discrepancy as defined in section 15034 of this division is discovered between a licensed retailer's physical inventory and the licensed retailer's inventory records, the licensed retailer shall notify the Department and law enforcement pursuant to section 15036 of this division.

Observation: N/A

ORDINANCE

5-45.02(a) LICENSE REQUIRED **Compliant**

(a) No person shall engage in commercial cannabis activity within the City of Maywood without a valid license issued under this chapter and a valid conditional use permit ("CUP") issued under the Maywood Municipal Code Zoning Ordinance. Any activity authorized under such a license shall additionally comply with all provisions of this chapter and state law at all times.

Observation: N/A

5-46.07 OPERATION AND NOTIFICATION REQUIREMENTS **Non-Compliant**

- (a) It shall be unlawful for any person with a license to operate any commercial cannabis activity to violate any of the following rules and regulations:
 - (1) All licensees shall comply with state law at all times;
 - (2) All licensees shall maintain a record system that provides adequate tracking capability, including, but not limited to, a point of sale and a track-and-trace system.
 - (3) All licensees shall pay any applicable sales tax or other tax obligations under state or local law;
 - (4) All products shall be secured in a safe and lawful manner, including the use of commercial-grade locks, security alarms, and camera systems;

Observation:

- *Inspectors observed state regulatory violations by the Licensee pursuant to subsection (a)(1). This violation coincides with the following regulations:*
 - o *§15039 – The QR Code Certificate was not posted and visible within three feet of the entrance. (Exhibit 1)*
 - o *§15048.5 – Inventory stored were not affixed with package tags with the applicable UID number. (Exhibit 2)*

5-46.08 INSPECTIONS **Compliant**

The Building Official or designated officials shall have the right to enter all cannabis businesses from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the commercial cannabis business is being operated or maintained in compliance with this Code, State law, and other applicable laws and regulations. Failure to comply shall result in commercial cannabis license revocation.

Observation: N/A

5-46.14 MAINTENANCE OF RECORDS **Compliant**

- (a) A licensee shall maintain all the records required for retention by Section 5037 of Title 16 of the California Code of Regulations, as the same may be amended from time to time, for a period of at least seven (7) years.
- (b) Records shall be kept in a manner that allows the records to be produced to the City at the premises in either hard copy or electronic form, whichever the City requires.
- (c) A licensee shall report any loss, damage, or destruction of these records to the City Manager within twenty-four (24) hours of the loss, damage, or destruction.

Observation: N/A

5-46.15 SITE MANAGEMENT Compliant

- (a) A licensee shall prevent and immediately abate conditions at the premises that constitute a nuisance or other violation of this Code.
- (b) The licensee shall maintain the exterior of the premises, including any parking lots and landscaped areas under the control of the licensee, free of litter, debris, trash, and unused equipment.
- (c) The licensee shall remove all graffiti from the cannabis business site and parking lots under the control of the licensee within twenty-four (24) hours of its application.

Observation: N/A

RECOMMENDATIONS

REGULATORY

§15039 LICENSE POSTING REQUIREMENT

- *Licensee should post the state-issued QR Code Certificate in the front window/door of the licensed premises within three feet of any public entrance, or in a locked display case mounted on the outside wall. **A response is required for this recommendation.***

§15048.5 USE OF HARVEST BATCH NAME AND PACKAGE TAGS

- *Licensee should ensure that all cannabis inventory stored on the licensed premises is affixed with package tags with the applicable UID numbers. **A response is required for this recommendation.***

ORDINANCE

5-46.07 OPERATION AND NOTIFICATION REQUIREMENTS

- *To comply with this provision of the City of Maywood Municipal Code, the Licensee should ensure all observed non-compliant State violations are remediated. **A response is required for this recommendation.***

NON-REGULATORY

- *No recommendations made at this time.*

EXHIBITS *See the following pages.*



State issued QR Code Certificate not posted on the outside of the licensed premises. (Exhibit 1)



Stored inventory lacking package tags with the applicable UID numbers. (Exhibit 2)