



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

WEDNESDAY, SEPTEMBER 27, 2023 AT 5:30 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
Brian E. Juarez

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

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/81104303501> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance by 4:00 p.m. the day of the meeting by email to daisy.guerrero@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 72 hours of the meeting.

IV. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, GOVERNMENT CODE SECTION 54956.8; 5102 DISTRICT AVENUE AND 5110 DISTRICT AVENUE (SUCCESSOR AGENCY TO FORMER MAYWOOD COMMUNITY DEVELOPMENT COMMISSION); SUCCESSOR AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER AND STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING; NEGOTIATING PARTIES: CESAR CHAVEZ FOUNDATION AND WPH HOLDINGS, LLC; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

VI. 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.

VII. PRESENTATIONS

MAYWOOD CESAR CHAVEZ LIBRARY: INTRODUCTION OF NEW LIBRARY MANAGER, DANIEL KAUFMAN

NATIONAL LATINX PHYSICIAN DAY PROCLAMATION

CITY OF MAYWOOD FINAL AUDIT REPORT BY VAN LANT & FANKHANEL, LLP

CLEAN CALIFORNIA GRANT PROJECT UPDATE: PRESENTED BY LOST WEST

LOS ANGELES SHERIFF'S DEPARTMENT: CITY UPDATE

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 THE AUGUST 23, 2023, REGULAR CITY COUNCIL MEETING
2. REVENUE REPORT AUGUST 2023
3. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR AUGUST 2023
4. RESOLUTION NO. 6320 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
5. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-08, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4100.140 TO SECTION 4100 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH ELECTRIC VEHICLE CHARGING STATION STREAMLINED PERMITTING CONSISTENT WITH ASSEMBLY BILL 1236 AND ASSEMBLY BILL 970
6. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-09, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 11 TO TITLE 2 OF THE MAYWOOD MUNICIPAL CODE ESTABLISHING A YOUTH COMMISSION
7. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES WITH WORLD PRIVATE SECURITY, INC., IN AN AMOUNT NOT TO EXCEED \$151,604 FOR FY 2023-24 THROUGH 2025-26 AND APPROVAL OF A BUDGET AMENDMENT IN THE AMOUNT OF \$48,165 FROM THE GAS TAX FUND TO COVER THE AGREEMENT COST
8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR A COMPREHENSIVE FEE STUDY FOR THE RENT STABILIZATION PROGRAM AND DODGERS DREAMFIELD RENTAL
9. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH 3DI, INC., IN A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$262,076 THROUGH FY 2023-2028 AND A BUDGET AMENDMENT IN THE AMOUNT OF \$72,000 FROM THE LOCAL FISCAL RECOVERY FUND

10. CONSIDERATION OF APPROVAL OF AMENDMENT NO. 2 TO STANTEC CONSULTING SERVICES FOR SLAUSON AVENUE CORRIDOR IMPROVEMENT PROJECT AND APPROVE A BUDGET AMENDMENT OF \$90,123 FROM MEASURE M TO COVER THE PROJECT ENVIRONMENTAL, DESIGN AND RIGHT OF WAY PHASE FUNDING SHORTFALL
11. ACCEPTANCE OF BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BOULEVARD

IX. DISCUSSION/ACTION ITEMS

12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM HELIOTROPE AVENUE ELEMENTARY SCHOOL IN THE AMOUNT OF \$10,000
13. APPROVAL OF THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND JENNIFER E. VASQUEZ AND ADOPTION OF RESOLUTION NO. 6321 UPDATING AND AMENDING THE SALARY SCHEDULE RELATED TO THE CITY MANAGER
14. AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS
15. DISCUSSION AND DIRECTION REGARDING THE NAME CHANGE OF RIVERFRONT PARK

X. 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.

XI. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, October 25, 2023, at 5:30 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, City Clerk or 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.





City of Maywood Beautification Project Funded by Clean California Grant



Project Presentation

Slides	2	Project Area
	3 - 6	Proposed Trees
	7 - 9	Proposed Plants
	10	Typical Median Planting Plan & Elevation
	11 - 12	Monument Sign in Median - Renderings
	13	Proposed Hardscape Materials and Surveillance Cameras
	14	Traffic Signal Boxes Painting Program



Project Area

Proposed Trees



Platanus acerifolia 'Columbia'
London Plane
30'x15' in 12 years
Mod. water / Deciduous



Ulmus parviflora 'Everclear'
Chinese Elm
25'x12' in 12 years
Moderate water / Deciduous



Pistacia chinensis 'Keith Davey'
Chinese Pistache
20'x14' in 12 years
Moderate water / Deciduous





Ginkgo biloba 'Princeton Sentry'
Maidenhair Tree 20'x8' in 12 years,
Mod. water / Deciduous



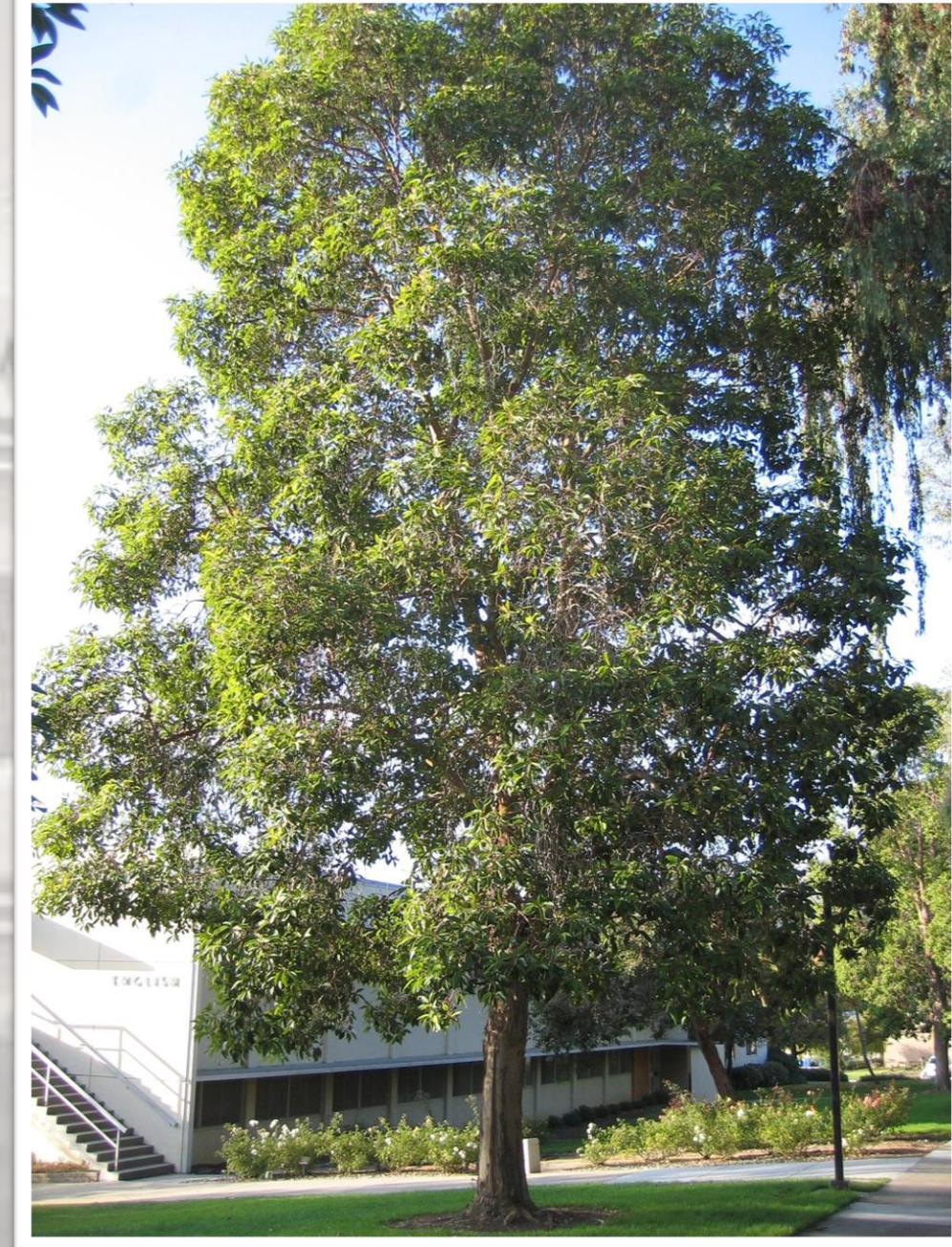
Gleditsia triacanthos inermis
'Shademaster' / Honey Locust
30'x18' in 12 years
Moderate water / Deciduous



Lagerstroemia 'Arapaho'
Crape Myrtle
16'x8' in 12 years
Moderate water / Deciduous



Brachychiton populneus
Kurrajong Bottle Tree
25'x15' in 12 years
Low water / Evergreen



Tristania conferta
Brisbane Box
25'x14' in 12 years
Moderate water / Evergreen





Magnolia g. 'Majestic Beauty'
 Southern Magnolia
 20'x14' in 12 years
 Moderate water / Evergreen



Geijera parviflora
 Australian Willow
 20'x14' in 12 years
 Low water / Evergreen

Proposed Shrubs, Perennials, Ground Cover, & Succulents



Agave parryi
Parry's Agave
2'x2' / Very Low water



Aloe 'Blue Elf'
Dwarf Aloe
1'x2' / Low water



Arctostaphylos
'John Dourley' - Manzanita
2.5'x3.5' / Low water



Baccharis x 'Sterile
Centennial' – Starn Coyote
Brush / 3'x4' / Low water



Bulbine frutescens
Stalked Bulbine
2' / Low water



Carex divulsa
Berkeley Sedge
1-1/2'x2' / Low water



Carissa m. 'Green Carpet'
Natal Plum
1-1/2'x4' / Low water



Dianella r. 'Little Rev'
Black Anther Flax Lily
2-1/2'x2' / Low water





Erigeron g. 'Wayne Roderick'
Seaside Daisy
1.5'x2' / Low water



Eriogonum f. Bruce Dickinson
Coast Buckwheat
2'x2.5' / Low water



Eriophyllum confertiflorum
Golden Yarrow
1.5'x2.5' / V. Low water



Euphorbia rigida
Gopher Spurge
2'x2.5' / Low water



Juncus patens 'Elk Blue'
CA Grey Rush
2'x2' / Low water



Santolina rosmarinifolia
'Morning Mist' / Ncn
1.5'x1.5' / Low water





Senecio cylindricus
Narrow-Leaf Chalk Sticks
1.5'x3' / Low water



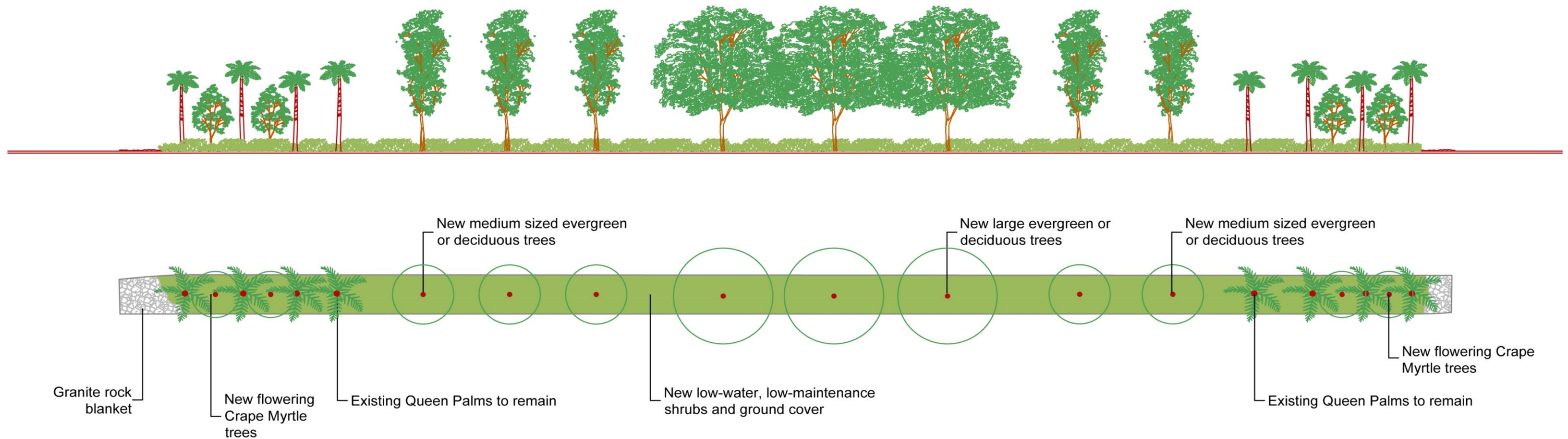
Strelitzia juncea
Narrow-leafed Bird-of-Paradise
4'x4' / Low water



Teucrium chamaedrys
Bush Germander
1'x2' / Low water



Westringia f. 'Low Horizon'
Coast Rosemary
1'x4' / Low water



Typical Median Description:

The medians will retain as many trees and Palms as possible. All shrubs will be removed and replaced with new low-water usage, low-maintenance shrubs and ground covers. At the ends of medians adjacent to the City limits, granite rock blankets will be used at the end fingers.



Monument Sign Renderings

Westbound view of monument sign with proposed plantings. Monument sign is rotated 20 degrees from the perpendicular for better visibility for westbound travelers

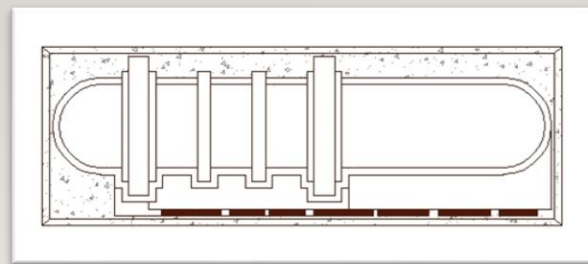


Slason Avenue at Eastern Most Entry After Improvements



Before Improvements

New Monument Sign



Top View

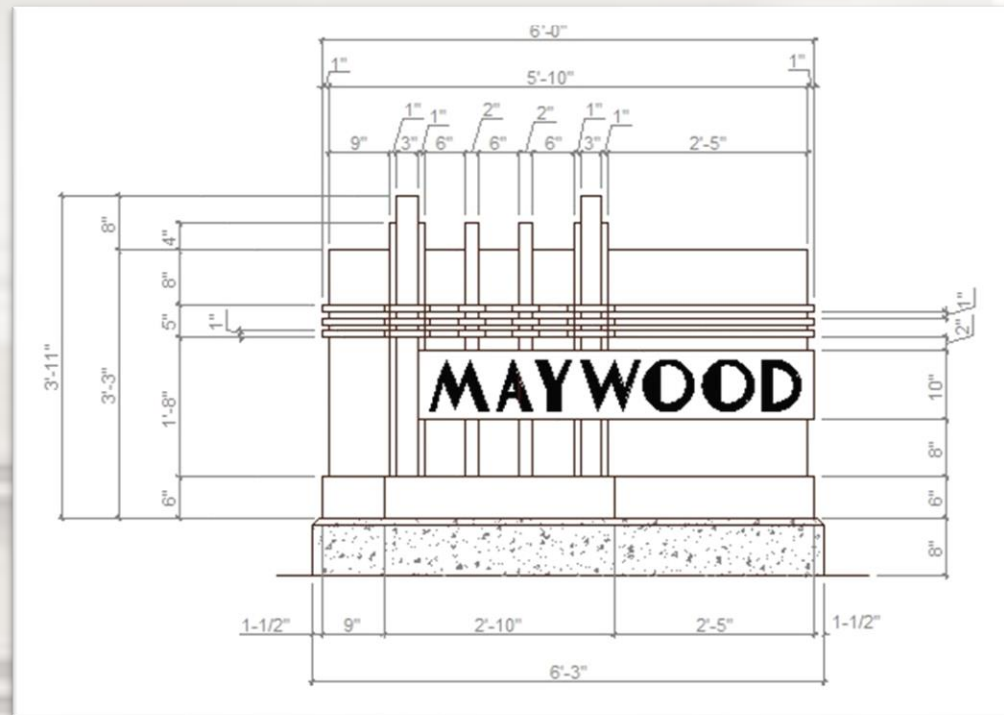
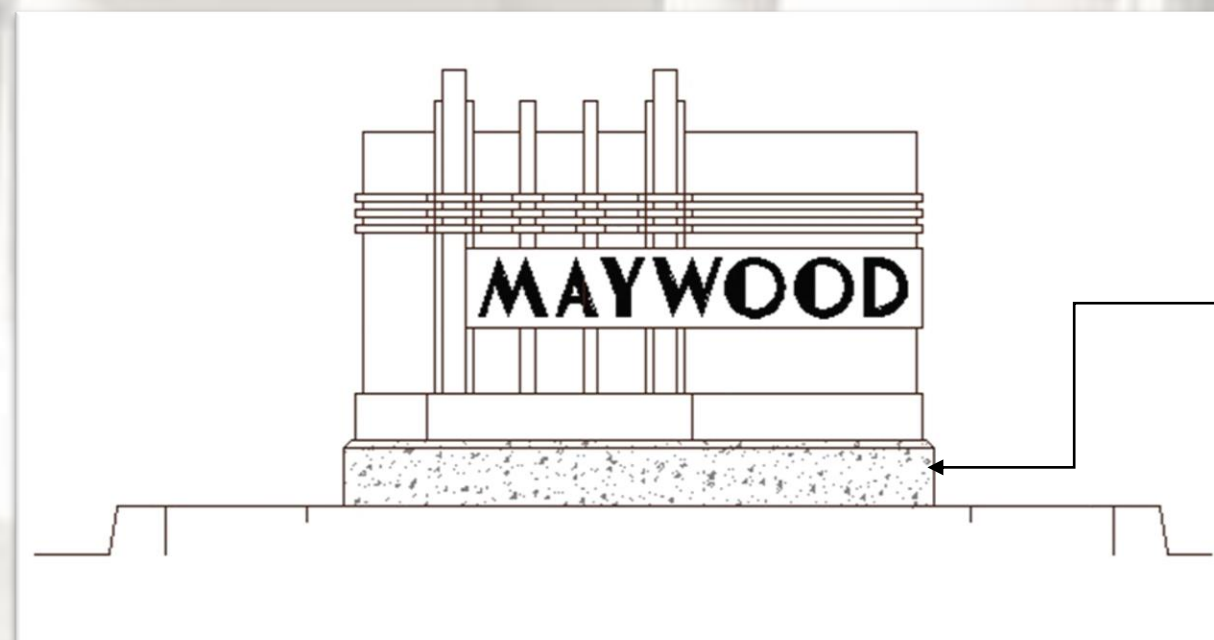
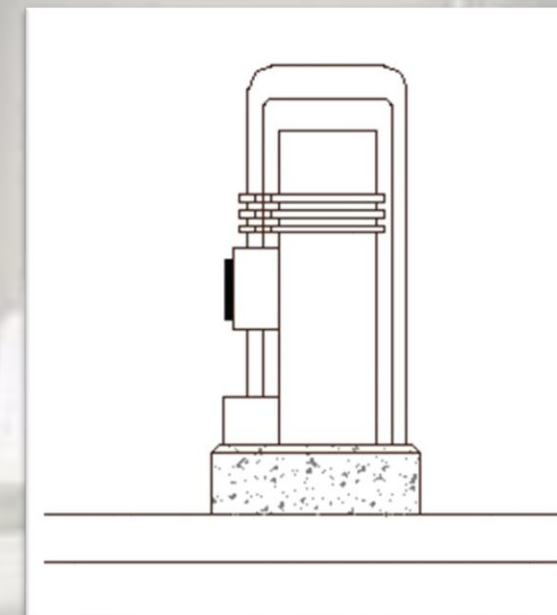


Image of the new monument sign model provided by City staff



Front View shown in Typical Median & with dimensioning

Concrete pedestal



Side View



In-Ground Sign Lighting



Pole Mounted, Solar Powered Surveillance Cameras

Proposed Paving Materials



Pictured is the Q-Star 880-SX FlashCam surveillance unit. It will be pole mounted with a solar collector:

- One located at Carmelita Ave.
- Two located on Randolph St.



Rock Blanket (shown above) is granite river rock set in a concrete setting bed with dry swept mortar added between stones for a low maintenance, natural look.



Traffic Signal Box Painting Program

Traffic signal boxes that are a part of the school painting program can be painted in place or can be covered in vinyl wrapping with artwork created by the school kids



Example of box painted in place



Example of vinyl wrap from ID Graphx of Boyle Heights



Example of unpainted signal box





MEETING MINUTES

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

WEDNESDAY, AUGUST 23, 2023 AT 5:30 PM

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

I. CALL TO ORDER/ROLL CALL

MAYOR GARCIA CALLED THE MEETING TO ORDER AT 5:33 P.M.

II. CITY OFFICIALS

MAYOR
Frank Garcia (**present**)

CITY CLERK
Vacant

MAYOR PRO TEM
Mayra Aguiluz (**present**)

CITY TREASURER
Mary Mariscal (**teleconference**)

COUNCIL MEMBERS
Jessica Torres (**present**)
Eduardo De La Riva (**present**)
Heber Marquez (**present**)

CITY MANAGER
Jennifer E. Vasquez (**present**)

CITY ATTORNEY
Roxanne Diaz (**present**)

Steve Fowler, Director of Building and Planning (**present**)
Daisy Guerrero, Deputy City Clerk/Assistant to the City Manager (**present**)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON. THE MEETING WAS ALSO AVAILABLE FOR VIEWING VIA ZOOM.

THE PUBLIC WAS ABLE TO PARTICIPATE IN THE FOLLOWING WAYS:

1. **In-Person** - Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. Zoom: <https://us02web.zoom.us/j/84523790431>

THE PUBLIC WAS ABLE TO PROVIDE PUBLIC COMMENT IN THE FOLLOWING WAYS:

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

IV. CLOSED SESSION – The City Council adjourned into closed session. Subsequently, the City Council returned from closed session and the City Attorney stated there was no reportable action.

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GOVERNMENT CODE SECTION 54957(B)): TITLE: CITY MANAGER
2. CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE SECTION 54957.6); UNREPRESENTED EMPLOYEE: CITY MANAGER; CITY NEGOTIATOR: CITY ATTORNEY AND MAYOR

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

CITY COUNCIL MEMBERS PROVIDED COMMENTS

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

THE FOLLOWING PROVIDED PUBLIC COMMENT:

1. Rossmery Zayas (In Writing)
2. Alex Castro (In Writing)
3. Maya Inigo-Anderson (In Writing)
4. Max Sherman
5. Jasmine Gonzalez
6. Jas
7. David Perez

VII. PRESENTATIONS

AGUA POR VIDA MURAL PRESENTATION BY ARTURO GONZALEZ (MURAL COORDINATOR)

VIII. PUBLIC HEARING – Building and Planning Director Steve Fowler presented this item. Motion to approve public hearing introducing and waiving full reading of Ordinance No. 23-08 by De La Riva, second by Marquez. AYES: De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.

1. INTRODUCTION AND WAIVER OF FULL READING OF ORDINANCE NO. 23-08, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4100.140 TO SECTION 4100 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH ELECTRIC VEHICLE CHARGING STATION STREAMLINED PERMITTING CONSISTENT WITH ASSEMBLY BILL 1236 AND ASSEMBLY BILL 970

IX. CONSENT CALENDAR – Motion to approve items approve items 1-16, except items number 12 and 14 by Marquez, second by Torres. AYES: De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.

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

2. MINUTES OF THE JUNE 28, 2023, REGULAR CITY COUNCIL MEETING
3. MINUTES OF THE JULY 6, 2023, ADJOURNED CITY COUNCIL MEETING
4. MINUTES OF THE JULY 11, 2023, SPECIAL CITY COUNCIL MEETING
5. MINUTES OF THE JULY 26, 2023, REGULAR CITY COUNCIL MEETING
6. RESOLUTION NO. 6315 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
7. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR JULY 2023
8. REVENUE REPORT JULY 2023
9. CONSIDERATION OF APPROVING A THREE-YEAR AGREEMENT WITH BPR CONSULTING GROUP FOR CITYWIDE BUILDING DEPARTMENT CONSULTING SERVICES IN A ESTIMATED YEARLY NOT-TO-EXCEED AMOUNT OF \$164,095.00 WITH THE OPTION OF TWO ADDITIONAL ONE-YEAR EXTENSIONS
10. INTRODUCTION AND WAIVER OF FULL READING OF ORDINANCE NO. 23-09, AN

ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 11 TO TITLE 2 OF THE MAYWOOD MUNICIPAL CODE ESTABLISHING A YOUTH COMMISSION

11. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 6316 GRANTING CONTINUOUS CONSENT AND JURISDICTION TO THE COUNTY OF LOS ANGELES FOR THE INCLUSION OF THE ENTIRETY OF THE CITY OF MAYWOOD WITHIN A COUNTY SEWER MAINTENANCE DISTRICT
12. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO DANNY LETNER, INC. DBA LETNER ROOFING COMPANY, FOR THE CITY HALL AND SHERIFF'S STATION ROOFING PROJECT IN THE AMOUNT OF \$562,025.00, APPROVAL OF THE PROJECT PLANS AND SPECIFICATIONS, FINDING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM CEQA REVIEW AND APPROVAL OF A BUDGET AMENDMENT IN THE AMOUNT OF \$600,961.62 FROM THE GENERAL FUND TO COVER THE TOTAL PROJECT COST SHORTFALL.

City Manager Jennifer Vasquez presented this item. Motion to approve by Garcia, second by Aguiluz. De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.

13. CONSIDERATION OF RESOLUTION NO. 6317 OF THE CITY OF MAYWOOD AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION AND OTHER RELATED APPROVALS UNDER THE COMMUNITY RESILIENCE CENTER PROGRAM AS ADMINISTERED BY CALIFORNIA STRATEGIC GROWTH COUNCIL
14. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-07, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 21 TO TITLE 8 OF THE MAYWOOD MUNICIPAL CODE TO ESTABLISH A RENT STABILIZATION REGULATION

City Attorney Roxanne Diaz presented this item. Motion to approve by Garcia, second by Aguiluz. De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.

15. CONSIDERATION OF RESOLUTION NO. 6318 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD FIXING THE AMOUNT OF REVENUE FROM A PROPERTY TAX LEVY APPROVED BY THE VOTERS OF MAYWOOD CITY FOR THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) AT THE SAME RATE OF SUCH TAXES AS LAST YEAR AND LEVYING SUCH TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
16. ADOPTION OF AN UNCODIFIED URGENCY ORDINANCE 23-10-U OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AMENDING AND EXTENDING URGENCY ORDINANCE 23-06-U, IMPOSING A TEMPORARY MORATORIUM ON NO FAULT-SUBSTANTIAL REMODEL EVICTIONS FOR CERTAIN RESIDENTIAL TENANCIES AND DECLARING THE URGENCY THEREOF

X. DISCUSSION/ACTION ITEMS

17. CONSIDERATION OF RESOLUTION NO. 6319 APPROVING CHANGES TO THE COMPREHENSIVE SALARY SCHEDULE AND APPROVAL OF ESTABLISHING NEW POSITIONS AND AMENDING THE CLASSIFICATION PLAN; AND APPROVAL OF A BUDGET AMENDMENT IN THE AMOUNT OF \$84,487.46 FROM THE LOCAL FISCAL RECOVERY FUND FOR THE SALARY AND BENEFITS OF THE PROPOSED FULL-TIME HOUSING SPECIALIST POSITION
- City Manager Jennifer Vasquez presented this item. Motion to approve by De La Riva, second by Marquez. De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.**
18. CONSIDERATION OF APPROVING THE ESTABLISHMENT OF A UTILITY BOX ART PROGRAM AND AUTHORIZING STAFF TO ADVERTISE AND PUBLISH THE CALL FOR ARTIST REQUEST FOR PROPOSALS AND APPLICATIONS FOR THE PAINTING OF TRAFFIC CONTROL UTILITY BOXES IN THE CITY
- City Manager Jennifer Vasquez presented this item. Motion to approve by De La Riva, second by Aguiluz. De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.**
19. RECEIVE AND FILE PROJECT UPDATE ON THE RIVERFRONT PARK RENOVATION
- City Manager Jennifer Vasquez presented this item. CC directed staff to bring back this item with City's current policy to rename Riverfront Park.**
20. DISCUSSION AND DIRECTION REGARDING FILLING THE CITY CLERK VACANCY PURSUANT TO GOVERNMENT CODE SECTION 36512 CAUSED BY A RESIGNATION
- City Attorney Roxanne Diaz presented this item. CC directed staff to promote the vacancy and accept applications. Appointment to be made at a future meeting.**
21. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CSU FULLERTON/CREAL/CSFU PHILANTHROPIC FOUNDATION IN THE AMOUNT OF \$10,000.
- City Manager Jennifer Vasquez presented this item. Motion to approve by De La Riva, second by Aguiluz. De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.**
22. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM SOUTHEAST RIO VISTA YMCA IN THE AMOUNT OF \$10,000
- City Manager Jennifer Vasquez presented this item. Motion to approve by De La Riva, second by Garcia. De La Riva, Marquez, Torres, Aguiluz, and Garcia. Motion passed 5-0.**

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

THE FOLLOWING PROVIDED PUBLIC COMMENT:

1. Maria D. Paredes

XII. ADJOURNMENT - The meeting was adjourned at approximately 7:14p.m. and the next Regular Meeting of the Maywood City Council is schedule for Wednesday, September 27, 2023, at 5:30 p.m. in the City Council Chambers.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT AUGUST 2023

RECOMMENDATION:

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

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review.

DISCUSSION:

The total revenue received from July - August 2023 totaled \$639,728.72, which is lower than the same period last year. This is primarily due to the fact that the City received its second one-time installment in the amount of \$3,226,257 from the American Rescue Plan Act of 2021 (ARPA) in July 2022. Additionally, the City received \$177,031.59 in July 2022 from the Safe Clean Water Program; staff is reviewing the status of this annual allocation but expect to receive it shortly.

In addition, we have encountered a drop in the issuance of building and public works permits. This also accounted for a lower amount of funds recorded for the months of July and August 2023.

The attached analysis compares prior YTD and current YTD Revenue.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July - August 2023 - City of Maywood FY 2023-2024

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 2023-24	F - % of FY 2023-2024 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	\$0.00	\$0.00	\$0.00	0.00%	\$555,000.00	0.00%
Property Taxes	\$0.00	\$0.00	\$0.00	0.00%	\$720,000.00	0.00%
4211 - Utility Users Tax	\$57,278.43	\$65,400.33	\$8,121.90	14.18%	\$1,200,000.00	5.45%
4206 - Real Estate Transfer Tax	\$1,345.03	\$940.50	(\$404.53)	-30.08%	\$28,000.00	3.36%
4202 - Hotel / Motel Room Transient Occupancy Tax (TOT)	\$0.00	\$0.00	\$0.00	0.00%	\$77,250.00	0.00%
4212 - Cannabis Sales Tax	\$0.00	\$0.00	\$0.00	0.00%	\$1,750,000.00	0.00%
4201 - Sales and Use Tax Revenue	\$0.00	\$0.00	\$0.00	0.00%	\$2,400,000.00	0.00%
Taxes Totals	\$58,623.46	\$66,340.83	\$7,717.37	13.16%	\$6,730,250.00	0.99%
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%	\$45,000.00	0.00%
Residential & Building Permits	\$5,528.10	\$2,563.50	(\$2,964.60)	-53.63%	\$21,500.00	11.92%
4305 - Public Works Permit Fees	\$51,440.00	\$20,272.50	(\$31,167.50)	-60.59%	\$190,000.00	10.67%
Other Fees & Permits	\$4,116.98	\$4,171.90	\$54.92	1.33%	\$18,000.00	23.18%
4320 - Occupancy Permits	\$1,224.80	\$0.00	(\$1,224.80)	-100.00%	\$6,000.00	0.00%
4313 - Building Permits	\$18,335.20	\$9,583.38	(\$8,751.82)	-47.73%	\$80,000.00	11.98%
4307 - Commercial Cannabis Renewal Fees	\$0.00	\$0.00	\$0.00	0.00%	\$74,250.00	0.00%
4322 - Parking Permits	\$141.00	\$130.00	(\$11.00)	-7.80%	\$60,000.00	0.22%
4311 - Apartment License	\$0.00	\$4.00	\$4.00	0.00%	\$16,000.00	0.03%
4205 - Business License Tax	\$904.00	\$1,324.00	\$420.00	46.46%	\$220,000.00	0.60%
4107 - Motor Vehicle License Fee (VLF) in lieu Property Tax Payment	\$0.00	\$0.00	\$0.00	0.00%	\$3,464,000.00	0.00%
Licenses and Permits Totals	\$81,690.08	\$38,049.28	(\$43,640.80)	-53.42%	\$4,194,750.00	0.91%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference (B minus A)	D - Current YTD Prior YTD % Difference (B divided by A minus 1)	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 YTD Revenue Received (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	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
4704 - Plan Check Fees	\$11,201.07	\$4,392.96	(\$6,808.11)	-60.78%	\$50,000.00	8.79%
4702 - Rents & Concessions	\$3,969.00	\$3,969.00	\$0.00	0.00%	\$23,814.00	16.67%
Charges for Services Totals	\$15,170.07	\$8,361.96	(\$6,808.11)	-44.88%	\$73,814.00	11.33%
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	\$31.50	\$345.30	\$313.80	0.00%	\$5,700.00	0.00%
4404 - Southeast Municipal Court (SEMC) - Court Collections	\$12,819.91	\$19,078.65	\$0.00	0.00%	\$180,000.00	0.00%
4403 - Citations: Administrative	\$2,600.00	\$1,500.00	(\$1,100.00)	-42.31%	\$6,000.00	25.00%
4402 - Citations: Parking	\$2,575.00	\$5,260.00	\$2,685.00	104.27%	\$412,000.00	1.28%
Fines and Forfeitures Totals	\$18,026.41	\$26,183.95	\$1,898.80	45.25%	\$603,700.00	4.34%
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	\$9,693.36	\$9,835.16	\$141.80	1.46%	\$59,005.00	16.67%
Leases and Concessions Totals	\$9,693.36	\$9,835.16	\$141.80	1.46%	\$59,005.00	16.67%
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%	\$20,000.00	0.00%
4803 - Interest Income	\$0.00	\$0.00	\$0.00	0.00%	\$93,000.00	0.00%
4809 - Miscellaneous Revenue	\$4,215.00	\$520.00	(\$3,695.00)	-87.66%	\$48,000.00	1.08%
4804 -Other (Recycle + ABx1 Reimbursement)	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	0.00%
Miscellaneous Revenue Totals	\$4,215.00	\$520.00	(\$3,695.00)	-87.66%	\$168,000.00	0.31%
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	\$0.00	\$0.00	\$0.00	0.00%	\$1,300,000.00	0.00%
Retiree Pension Levy Totals	\$0.00	\$0.00	\$0.00	0.00%	\$1,300,000.00	0.00%
General Fund Revenue Totals	\$187,418.38	\$149,291.18	(\$44,385.94)	-20.34%	\$13,129,519.00	1.14%

FUND / REVENUE TYPE	A - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	C - Current YTD versus Prior YTD \$ Difference	D - Current YTD Prior YTD % Difference	E - Adopted Budget FY 2023-24	F - % of FY 2023-2024 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	\$60,724.04	\$127,212.90	\$66,488.86	109.49%	\$620,323.00	20.51%
214 - Transportation Development Act (TDA) Bikeway	\$0.00	\$0.00	\$0.00	0.00%	\$29,037.00	0.00%
221 - Proposition A Transit Fund	\$124,091.85	\$115,120.58	(\$8,971.27)	-7.23%	\$717,151.00	16.05%
222 - Proposition C Transit Fund	\$103,665.30	\$96,471.67	(\$7,193.63)	-6.94%	\$594,858.00	16.22%
224 - Measure R Transit Fund	\$77,169.69	\$71,548.23	(\$5,621.46)	-7.28%	\$446,144.00	16.04%
225 - Measure M Transit Fund	\$87,315.08	\$80,084.16	(\$7,230.92)	-8.28%	\$505,629.00	15.84%
216 - SB-1 Road Maintenance Rehabilitation Act Fund	\$0.00	\$0.00	\$0.00	0.00%	\$535,751.00	0.00%
243 - Community Development Block Grant (CDBG)	\$0.00	\$0.00	\$0.00	0.00%	\$356,826.00	0.00%
223 - Air Quality Management District (AQMD) Fund	\$0.00	\$0.00	\$0.00	0.00%	\$34,700.00	0.00%
232 - Supplemental Law Enforcement Services Fund (SLESF) Grant	\$0.00	\$0.00	\$0.00	0.00%	\$159,900.00	0.00%
251 - Street Lighting Fund	\$0.00	\$0.00	\$0.00	0.00%	\$174,520.00	0.00%
611 - Redevelopment "Successor" Agency Fund	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
412 - Sewer Enterprise Fund	\$0.00	\$0.00	\$0.00	0.00%	\$298,633.00	0.00%
261 - Federal / State / County Grants	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%
273 - Local Fiscal Recovery Fund	\$3,226,257.00	\$0.00	(\$3,226,257.00)	0.00%	\$0.00	0.00%
280 - Measure W Safe Clean Water Program Fund	\$177,031.59	\$0.00	(\$177,031.59)	-100.00%	\$177,031.00	0.00%
Special Revenue Totals	\$3,856,254.55	\$490,437.54	(\$3,365,817.01)	-87.28%	\$4,650,503.00	10.55%
Total Revenues	\$4,043,672.93	\$639,728.72	(\$3,410,202.95)	-84.18%	\$17,780,022.00	3.60%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL FOR AUGUST 2023

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for August 2023.

BACKGROUND:

In accordance with the City of Maywood's Adopted Investment Policy (Resolution No. 6132 dated 08/12/2020) and to provide information to the City Council, the City's Finance Department prepares a *Monthly Cash and Investment Report* for the City Council's review. The report will show the City's cash position at the month's end as well as investments.

DISCUSSION:

The cash and investment balances are across all funds of the City and include restricted, unrestricted, and budgeted amounts. These balances do not represent the available balance for spending as most are either restricted or have already been appropriated for in the City budget. The purpose of this report is to show the cash and investment balances as reported on a date only and does not represent the City's available fund balance. The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

The City maintains cash in a General Account, investments in the Local Agency Investment Fund (LAIF), investments in the California Employers' Retiree Benefit Trust (CERBT) a Section 115 trust fund dedicated to prefunding other Post-Employment Benefits (OPEB), and investments in the California Employers' Pension Prefunding Trust (CEPPT).

The attached report shows the cash and investments as of August 31, 2023.

The Cash and Investment Report is divided into three sections:

A - Non-Investment Cash Accounts representing the most "liquid" accounts available, which are assets that can more quickly be converted into cash resources. These are the City's short-term assets.

B - *Investment Accounts* representing assets that take longer to convert to cash. These investments have restrictions that require them to be held over long periods of time to accrue interest. These are the City's long-term assets.

C - Total Cash and Investments that provides the total of A - *Non-Investment Cash Accounts* and B - *Investment Accounts* for the month

LEGAL REVIEW:

The City attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this report.

ATTACHMENT(S)

1. August 2023 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of August 31, 2023

Description	Type	Ending Balance as of 8/31/2023
A - Non-Investment Cash Accounts		
A1 - US Bank - August 2023	Cash	\$2,257,725.27
A2 - Total Cash Accounts		<u>\$2,257,725.27</u>
B - Investment Accounts		
B1 - Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$17,168,041.59
B2 - California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT) Calculated Report Results as of July 31, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$971,467.01
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of June 30, 2023	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$932,147.18</u>
B4 - Total Investment Accounts		<u>\$19,071,655.78</u>
C - Total Cash and Investments		<u>\$21,329,381.05</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: RESOLUTION NO. 6320 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

It is staff's recommendation that the City Council receive, approve and file the warrant registers, wire transfers dated 08/16/2023 through 09/15/2023, and net payrolls dated 08/17/2023 through 09/14/2023 and adopt Resolution No. 6320 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 - as an Internal Control that supports the Management Control - 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:

F.Y. 22-23 Impact: FY23-24 Impact: <i>Warrant Demand (Warrant Payment) of \$1,183,558.15 plus Wire Transfers/ACH Transactions of \$363,408.78, equaling \$1,546,966.93 in total.</i>	Current F.Y. Budget: 2023/2024
Fund Impacted: <i>Warrant Demand (Warrant Payment) of \$1,183,588.16 from these various fund sources:</i> i. Fund-100 - General Fund = \$808,002.01	Budget adjustment requested: Not applicable

ii. Fund 212 - Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund = \$70,658.51 iii. Fund 221 - Proposition A Transit Fund = \$37,921.82 iv. Fund 222 - Proposition C Transit Fund = \$9,347.77 v. Fund 224 - Measure R Transit Fund = \$21,312.72 vi. Fund 225 - Measure M Transit Fund = \$40.77 vii. Fund 243 - Community Development Block Grant (CDBG) Fund = \$887.89 viii. Fund 251 - Street Lighting Fund = \$15,187.43 ix. Fund 261 - Federal / State / County Grants fund = \$129,347.91 x. Fund 273 - Local Fiscal Recovery Fund = \$71,457.00 xi. Fund 280 - Measure W Safe Clean Water Program Fund = \$11,958.34 xii. Fund 412- Sewer Enterprise Fund = \$7,421.08 xiii. Fund 611 - Redevelopment Successor Agency Fund = \$15.23	
Source of funds:	Updated Account Budget: Not applicable
Account Number: Various General Ledger Accounts	For fiscal year: 2023/2024

ATTACHMENT(S)

1. Resolution No. 6320 Approving the Warrants for Register
2. Exhibit A Summary Warrant Demand 9.27.23
3. Exhibit B Warrant Register Detail 9.27.23

RESOLUTION NO. 6320

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

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

WHEREAS , the Interim 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 \$1,546,966.93 are hereby ratified:

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

PASSED, APPROVED AND ADOPTED THIS 27th day of September, 2023.

Frank Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No. 6320, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 27th day of September, 2023, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, September 27, 2023

Accounts Payable

	Amount
Accounts Payable prepaid warrants for payment: Checks No. 091202 - 091256	\$ 363,161.64
Accounts Payable regular warrants for payment: Check No. 091257 - 091305	\$ 820,396.51
Sub-total	\$ 1,183,558.15

Wire Transfers/ACH Transactions

08/16/23	CalPERS Employer Contribution 7/2/2023 - 7/15/2023	\$ 9,046.35
08/16/23	CalPERS Employer Contribution 7/16/2023 - 7/29/2023	\$ 8,392.87
08/17/23	Payroll Pay Period 7/30/2023 - 8/12/2023	\$ 51,846.10
08/17/23	CalPERS Employer Contribution 7/30/2023 - 8/12/2023	\$ 8,421.82
08/18/23	ADP Payroll Fees	\$ 451.16
08/29/23	State Compensation Insurance Fund - Workers Comp Ins Surcharge Policy 9143213	\$ 5,329.83
08/30/23	US Bank - Pension Obligation Bonds Series 2021	\$ 143,822.24
08/31/23	Payroll Pay Period 8/13/2023 - 8/26/2023	\$ 51,686.84
09/01/23	US Bank - Merchant Fees	\$ 484.37
09/06/23	CalPERS Health Premium September 2023	\$ 28,882.13
09/06/23	8x8 Inc - Monthly Phone Maintenance	\$ 432.21
09/08/23	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - September 2023	\$ 22,355.58
09/14/23	Payroll Pay Period 8/27/2023 - 9/9/2023	\$ 49,616.50
09/15/23	U.S. Bank - Analysis Service Charge	\$ 80.00
Sub-total		\$ 363,408.78

Total Demands	\$ 1,546,966.93
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City of Maywood
Check/Voucher Register - Warrant Register *
From 9/1/2023 Through 9/30/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091202	P	9/6/2023	ACC Business	\$824.22	Internet Services From 07/11/23-8/10/23	General Fund	100
091203	P	9/6/2023	AFSCME District Council 36	\$244.07	AFSCME Member Dues for paycheck 08/17/2023	General Fund	100
		9/6/2023	AFSCME District Council 36	\$241.69	AFSCME Member Dues for paycheck 08/03/2023	General Fund	100
		9/6/2023	AFSCME District Council 36	\$255.88	AFSCME Member Dues for pyacheck 7/20/2023	General Fund	100
091204	P	9/6/2023	Alta Environmental	\$3,257.41	Professional Services- July 2023	Measure W Safe Clean Water Program Fund	280
091205	P	9/6/2023	Amazon Capital Services	\$292.67	City Administration Office Supplies	General Fund	100
		9/6/2023	Amazon Capital Services	\$83.01	Community Events- Office Supplies	General Fund	100
		9/6/2023	Amazon Capital Services	\$76.64	HR/Risk Management Office Supplies	General Fund	100
		9/6/2023	Amazon Capital Services	\$108.94	Plexiglass	General Fund	100
091206	P	9/6/2023	Active Universal Capital LLC	\$1,126.02	Crossing Guards Slauson/Helington City of Bell-Maywood - Jul	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091207	P	9/6/2023	Amigos De Los Rios	\$11,248.92	Amigos de los Rios - Urban Forest 3/16/23-7/15/23	Federal / State / County Grants	261
091208	P	9/6/2023	Angel Villegas	\$852.90	Retiree Medical Reimbursement Angel Villegas September 2023	General Fund	100
091209	P	9/6/2023	AT & T Long Distance	\$44.86	Emergency Long Distance Phone Service- July 2023	General Fund	100
091210	P	9/6/2023	Base Hill Inc.	\$6,172.97	Janitorial Services- August 2023	General Fund	100
091211	P	9/6/2023	Benefit Coordinators Corporation (BCC)	\$1,442.64	Dental and Vision Benefits for September 2023	General Fund	100
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$120.98	Dental and Vision Benefits for September 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

City of Maywood
Check/Voucher Register - Warrant Register *
From 9/1/2023 Through 9/30/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$10.70	Dental and Vision Benefits for September 2023	Proposition A Transit Fund	221
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$24.91	Dental and Vision Benefits for September 2023	Proposition C Transit Fund	222
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$12.97	Dental and Vision Benefits for September 2023	Measure R Transit Fund	224
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$40.77	Dental and Vision Benefits for September 2023	Measure M Transit Fund	225
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$17.89	Dental and Vision Benefits for September 2023	CDBG	243
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$3.91	Dental and Vision Benefits for September 2023	Street Lighting Fund	251
		9/6/2023	Benefit Coordinators Corporation (BCC)	\$15.23	Dental and Vision Benefits for September 2023	Redevelopment Successor Agency Fund	611
091212	P	9/6/2023	Brent Talmo	\$852.90	Retiree Medical Reimbursement Brent Talmo September 2023	General Fund	100
091213	P	9/6/2023	Bruce Leflar	\$1,051.79	Retiree Medical Reimbursement Bruce Leflar September 2023	General Fund	100
091214	P	9/6/2023	CSU Fullerton/C-REAL/CSUF Philanthropic Foundation	\$10,000.00	CBF - CSUF/CREAL in the amount of \$10,000	General Fund	100
091215	P	9/6/2023	Arturo Sanchez dba Calmex Graphics	\$2,003.85	Finance Office Supplies Parking Permit	General Fund	100
091216	P	9/6/2023	Christine M. Locher	\$269.02	Retiree Medical Reimbursement Christine Locher September 202	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register *
From 9/1/2023 Through 9/30/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091217	P	9/6/2023	County of L.A. Dept. of Animal	\$14,515.95	Animal Control for July 2023	General Fund	100
		9/6/2023	County of L.A. Dept. of Animal	\$5,962.13	Animal Control for June 2023	General Fund	100
091218	P	9/6/2023	Crosstown Electrical & Data Inc.	\$147.59	Slauson Avenue & Alamo 6/2/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091219	P	9/6/2023	Crystal Denisse Acosta	\$50.00	Planning Commissioner Stipend- Crystal Acosta 7- 18-23	General Fund	100
091220	P	9/6/2023	Daily Journal Corporation	\$290.00	Notice of Public Hearing of ZTA 23-01	General Fund	100
091221	P	9/6/2023	Dapeer, Rosenblit & Litvak, LLP	\$949.43	Municipal Code Enforcement Professional Services- 07/14/23-0	General Fund	100
091222	P	9/6/2023	Diego Jimenez	\$50.00	Planning Commissioner Stipend- Diego Jimenez 7- 18-23	General Fund	100
091223	P	9/6/2023	Edward Ahrens	\$1,358.28	Retiree Medical Reimbursement Edward Ahrens September 2023	General Fund	100
091224	P	9/6/2023	Environmental Science Associates	\$236.25	Professional Serv for Climate In Action/Resiliency Plan - 7/	Federal / State / County Grants	261
091225	P	9/6/2023	Los Amigos De Los Maywood Marching Nighthawks	\$7,000.00	Community Benefit Fund - Maywood Academy Marching Band	General Fund	100
091226	P	9/6/2023	HdL Software LLC	\$163.38	New Accounts Processed- July 2023	General Fund	100
091227	P	9/6/2023	Hub Cities Career Center Corporation	\$69,676.78	Youth Workforce Development Program 3/1/23-4/31/23	Federal / State / County Grants	261

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091228	P	9/6/2023	Interior Demolition, Inc.	\$97,803.45	City of Maywood, Building Demolition Located at 5102 Distric	General Fund	100
091229	P	9/6/2023	Interwest Consulting Group	\$541.00	Plan Review By Senior Structural Engineer Serv.- July 2023	General Fund	100
		9/6/2023	Interwest Consulting Group	\$1,327.16	Professional Services Building and Safety Plan- July 2023	General Fund	100
091230	P	9/6/2023	Lighten Up Skylight	\$1,620.00	Skylight replacement at Riverfront Park bathroom	General Fund	100
091231	P	9/6/2023	Just Printing	\$49.61	Decal work at City Hall	General Fund	100
091232	P	9/6/2023	Kathy Porter	\$158.00	Refund for a Citation Records Kathy Porter	General Fund	100
091233	P	9/6/2023	KOA Corporation	\$8,962.56	KOA Corporation Professional Serv 7/1/23-7/28/23	Federal / State / County Grants	261
091234	P	9/6/2023	L.B. Johnson Hardware #1	\$47.06	Tie wire and locks for 5110 District Blvd	General Fund	100
		9/6/2023	L.B. Johnson Hardware #1	\$19.69	Zip ties	General Fund	100
091235	P	9/6/2023	LACMTA FILE #54924-0	\$1,958.40	Metro TAP Cards July 2023	Proposition C Transit Fund	222
091236	P	9/6/2023	LOST WEST	\$29,602.40	City of Maywood Beautification Project Slauson & Atlantic	Federal / State / County Grants	261
091237	P	9/6/2023	Mary Mariscal	\$50.00	September 2023 Treasurer Stipend- Mary Mariscal	General Fund	100
091238	P	9/6/2023	Maywood Car Wash	\$440.46	Fuel and Car Wash for the City Vehicles- July 2023	General Fund	100
091239	P	9/6/2023	Tri-City Mutual Water Company	\$266.00	4618 Slauson Ave. 06/24/23-8/24/23	General Fund	100
		9/6/2023	Tri-City Mutual Water Company	\$182.00	4800 Slauson Ave.06/24/23-08/25/23	General Fund	100
		9/6/2023	Tri-City Mutual Water Company	\$45.50	5600 Heliotrope Ave 06/27/23-08/23/23	General Fund	100

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
		9/6/2023	Tri-City Mutual Water Company	\$2,327.50	E. 58th St. 06/27/23-08/23/23	General Fund	100
091240	P	9/6/2023	Municipal Management Association of Southern California	\$90.00	MMASC Membership Renewal Miguel Leon	General Fund	100
091241	P	9/6/2023	Nationwide Environmental Services	\$7,537.00	Street Sweeping Services for August 2023	Measure W Safe Clean Water Program Fund	280
091242	P	9/6/2023	Public Agency Risk Management Assoc	\$300.00	Membership Dues Term 7/1/23 to 6/30/24	General Fund	100
091243	P	9/6/2023	Phoenix Group Information	\$151.75	July 2023 Citation Processing Fee	General Fund	100
		9/6/2023	Phoenix Group Information	\$2,631.36	July 2023 Permit Processing Fee	General Fund	100
091244	P	9/6/2023	Raul Rodriguez	\$50.00	Planning Commissioner Stipend- Raul Rodriguez 7-18-23	General Fund	100
091245	P	9/6/2023	Robert Leach	\$1,005.00	Retiree Medical Reimbursement Robert Leach September 2023	General Fund	100
091246	P	9/6/2023	Ronald Lindsey	\$1,261.61	Retiree Medical Reimbursement Ronald Lindsey September 2023	General Fund	100
091247	P	9/6/2023	Richards Watson & Gershon	\$6,149.57	Professional Services-0001 for July 2023	General Fund	100
		9/6/2023	Richards Watson & Gershon	\$918.00	Professional Services-0012 July 2023	General Fund	100
		9/6/2023	Richards Watson & Gershon	\$2,604.80	Professional Services-0013 July 2023	General Fund	100
091248	P	9/6/2023	Scott C. Anderson	\$1,358.28	Retiree Medical Reimbursement Scott Anderson September 2023	General Fund	100
091249	P	9/6/2023	Southeast Rio Vista YMCA	\$10,000.00	Community Benefit Fund - Southeast Rio Vista YMCA in the amo	General Fund	100

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091250	P	9/6/2023	Southern California Edison	\$96.39	700631564216 5317 Atlantic Ave PED 7/17/23-8/14/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091251	P	9/6/2023	Sparkletts Drinking Water Corp	\$193.18	City Hall Drinking Water for Staff Bill of July 2023	General Fund	100
091252	P	9/6/2023	Sprint	\$460.24	Cell Phone Services from 7/24/23-8/23/23	General Fund	100
091253	P	9/6/2023	Stantec Planning & Landscape Architecture	\$5,673.00	Project No. 210801894/General Plan Update	Federal / State / County Grants	261
091254	P	9/6/2023	Staples Business Advantage	\$77.55	Office Supplies for Finance Dept.	General Fund	100
091255	P	9/6/2023	U.S. Bank Corporate Payment System	\$3,345.57	Acct.5074 and 6433 Cred Crd-7/17/23 stmt	General Fund	100
091256	P	9/6/2023	Willdan Engineering	\$5,720.00	City of Maywood- Code Enf April 2023	General Fund	100
		9/6/2023	Willdan Engineering	\$7,280.00	City of Maywood- Code Enf February 2023	General Fund	100
		9/6/2023	Willdan Engineering	\$4,160.00	City of Maywood- Code Enf January 2023	General Fund	100
		9/6/2023	Willdan Engineering	\$6,760.00	City of Maywood-Code Enf July 2023	General Fund	100
		9/6/2023	Willdan Engineering	\$8,840.00	City of Maywood-Code Enf May 2023	General Fund	100
091257		9/15/2023	A-CO Temporary Power Inc.	\$54.75	Rental Pwr Pole for baseball field 200amp - 9/6/23-10/3/23	General Fund	100
091258		9/15/2023	Alta Environmental	\$1,163.93	Professional Services- August 2023	Measure W Safe Clean Water Program Fund	280
091259		9/15/2023	Amazon Capital Services	\$538.12	City Administration Office Supplies	General Fund	100
		9/15/2023	Amazon Capital Services	\$259.28	Flags for Riverfront Park and City Hall	General Fund	100
		9/15/2023	Amazon Capital Services	\$106.21	HR/Risk Management Office Supplies	General Fund	100
		9/15/2023	Amazon Capital Services	\$208.04	Office Supplies	General Fund	100

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091260		9/15/2023	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	\$2,172.37	Monthly IT Lease Agreement- September 2023	General Fund	100
		9/15/2023	Modern IT, Inc. dba Advanced Microcomputing	\$3,630.00	Monthly IT/Assessment- September 2023	General Fund	100
091261		9/15/2023	AT&T	\$79.24	Emergency Elevator Phone Service- 8/1/23-8/31/23	General Fund	100
091262		9/15/2023	Brinks Inc.	\$28.59	Additional Cash handling Services- 8/1/23-8/31/23	General Fund	100
		9/15/2023	Brinks Inc.	\$274.53	Cash handling Services- 9/1/23-9/30/23	General Fund	100
091263		9/15/2023	Burke, Williams & Sorensen, LLP	\$3,400.00	Legal and Professional Services July 2023	General Fund	100
091264		9/15/2023	California Consulting Inc.	\$3,500.00	Grant Writing Consulting Services- September 2023	General Fund	100
091265		9/15/2023	Cat Specialties Inc.	\$71.40	Banner for Pixley Park	General Fund	100
091266		9/15/2023	Charter Communications Holdings, LLC	\$625.00	Internet and Phone Service- 9/1/23-9/30/23	General Fund	100
091267		9/15/2023	CoreLogic Solutions LLC.	\$150.00	Property Finder Service for August 2023	General Fund	100
091270		9/15/2023	Crosstown Electrical & Data	\$885.54	City Hall - 8/8/23	General Fund	100
		9/15/2023	Crosstown Electrical & Data	\$368.98	Riverfront Park 8/17/23	General Fund	100
		9/15/2023	Crosstown Electrical & Data Inc.	\$8,216.51	5320 Atlantic Blvd. 7/26/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Crosstown Electrical & Data Inc.	\$737.95	Atlantic Blvd. & 57th Street 8/21/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Crosstown Electrical & Data Inc.	\$1,070.10	Atlantic Blvd. & 61th Street 8/28/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title
		9/15/2023	Crosstown Electrical & Data Inc.	\$273.72	Atlantic Blvd. & Slauson Avenue 7/20/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$73.80	Atlantic Blvd. & Slauson Avenue 7/7/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$329.29	Maywood & 52nd 6/13/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$295.18	Maywood Ave. 6/7/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$147.59	Randolf St 6/7/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$4,182.20	Slauson Ave. & Carmelita Ave.- 8/13/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$153.96	Slauson Ave. & Carmelita Ave.- 8/3/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$134.44	Slauson Ave/ Maywood Ave. 8/2/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$442.77	Slauson Avenue & Heliotrope Avenue 6/21/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$331.93	Slauson Avenue & Loma Vista Avenue 7/10/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$1,014.00	Slauson Avenue & Mayflower Avenue 7/13/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$295.18	Slauson Avenue & Alamo 8/3/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$295.18	Slauson Avenue & Alamo to Randolph 8/22/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title
		9/15/2023	Crosstown Electrical & Data Inc.	\$737.95	Slauson Avenue & Atlantic Blvd 6/22/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$295.18	Slauson Avenue & Atlantic Blvd 8/2/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$4,668.91	Slauson Avenue & Corona Avenue 7/24/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$295.18	Slauson Avenue & Fishburn Avenue 6/9/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$147.59	Slauson Avenue & Fishburn Avenue 7/7/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$418.22	Slauson Avenue & Gifford Avenue 6/6/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$8,059.62	Slauson Avenue & Gifford Avenue 6/6/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$295.18	Slauson Avenue & Gifford Avenue 6/9/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$295.18	Slauson Avenue & Heliotrope Avenue 6/9/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$147.59	Slauson Avenue & Pine Avenue 6/9/2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$139.29	Slauson Avenue & Pine Avenue 7/7/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212
		9/15/2023	Crosstown Electrical & Data Inc.	\$147.59	Slauson Avenue & Pine Avenue 8/22/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund 212

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091271		9/15/2023	Crosstown Electrical & Data Inc.	\$5,157.25	Slauson Avenue & Woodlawn Avenue 6/26/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Crosstown Electrical & Data Inc.	\$368.98	Slauson Avenue & Woodlawn Avenue 7/28/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Crosstown Electrical & Data	\$3,392.01	City's Street Preventive Maintenance-August 2023	Street Lighting Fund	251
		9/15/2023	Crystal Denisse Acosta	\$50.00	Planning Commissioner Stipend- Crystal Acosta 8- 15-23	General Fund	100
091272		9/15/2023	Dapeer, Rosenblit & Litvak, LLP	\$1,319.83	Municipal Code Enforcement Professional Services- 08/03/23-0	General Fund	100
091273		9/15/2023	Dewey Pest Control	\$141.00	September 2023 Pest Control Service	General Fund	100
091274		9/15/2023	Diego Jimenez	\$50.00	Planning Commissioner Stipend- Diego Jimenez 8- 15-23	General Fund	100
091275		9/15/2023	George Hills Company	\$660.10	City Claims/ Adjuster - August 2023	General Fund	100
091276		9/15/2023	Graffiti Protective Coatings	\$5,232.93	Graffiti Bus Shelter Maintenance- August 2023	Proposition C Transit Fund	222
091277		9/15/2023	HdL Software LLC	\$1,158.18	Quarterly Hosting Fee- 09/01/23-11/30/23	General Fund	100
091278		9/15/2023	Myers & Sons Hi- Way Safety Inc.	\$98.30	City Seal signs for Sheriff	General Fund	100
		9/15/2023	Myers & Sons Hi- Way Safety Inc.	\$3,973.76	Park rules signs	General Fund	100
		9/15/2023	Myers & Sons Hi- Way Safety Inc.	\$647.12	Drive Rivets/ Street Sweeping signs	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091279		9/15/2023	Hinderliter de Llamas & Assoc.	\$10,000.00	Cannabis Management Program- August 2023	General Fund	100

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091280		9/15/2023	Home Depot Commercial Acct Pro	(\$40.18)	(Credit) Building Janitorial Supplie 8/30/23	General Fund	100
		9/15/2023	Home Depot Commercial Acct	\$57.51	Building Janitorial Supplie 8/25/23	General Fund	100
		9/15/2023	Home Depot Commercial Acct Pro	\$83.76	Building Janitorial Supplies CAL Recycle 8/25/23	General Fund	100
091281		9/15/2023	Innovative Fence Inc.	\$913.00	Add temporay fence at 5102 Cudahay	General Fund	100
091282		9/15/2023	Gregory Kiley dba Kiley & Associates LLC	\$3,900.00	Federal Legislative Advocacy Consultant- 6-15- 23 to 7-15-23	General Fund	100
		9/15/2023	Gregory Kiley dba Kiley & Associates LLC	\$3,900.00	Federal Legislative Advocacy Consultant- 7-15- 23 to 8-15-23	General Fund	100
		9/15/2023	Gregory Kiley dba Kiley & Associates LLC	\$3,900.00	Federal Legislative Advocacy Consultant- 8-15- 23 to 9-15-23	General Fund	100
091283		9/15/2023	L.B. Johnson Hardware #1	\$71.16	Building Maintenance	General Fund	100
		9/15/2023	L.B. Johnson Hardware #1	\$85.37	Building Maintenance Supplies	General Fund	100
		9/15/2023	L.B. Johnson Hardware #1	\$9.77	Cement bags for street signs and Waters	General Fund	100
		9/15/2023	L.B. Johnson Hardware #1	\$68.20	Public Works Cleaning products	General Fund	100
		9/15/2023	L.B. Johnson Hardware #1	\$446.47	Public Works Supplies	General Fund	100
		9/15/2023	L.B. Johnson Hardware #1	\$86.40	PW Supplies	General Fund	100
		9/15/2023	L.B. Johnson Hardware #1	\$32.82	Tape	General Fund	100
		9/15/2023	L.B. Johnson Hardware #1	\$19.98	Cement bags for street signs and Waters	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
		9/15/2023	L.B. Johnson Hardware #1	\$52.80	Public Works Supplies	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091284		9/15/2023	Los Angeles County Public Works	\$6,153.08	SR#270304 Maintenance of Sanitary Sewer	Sewer Enterprise Fund	412
091285		9/15/2023	LACMTA FILE #54924-0	\$2,131.20	Metro TAP Cards August 2023	Proposition C Transit Fund	222
091286		9/15/2023	Maywood Mutual Water No.1	\$80.65	3530 E. Slauson Ave. 06/19/23-08/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$127.14	3630 E. Slauson Ave 6/19/23-8/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$101.78	3728 E Slauson Ave 06/19/23-08/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$59.51	4400 E. Slauson Ave 06/19/23-08/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$148.27	4400 E. Slauson Ave 06/19/23-08/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$84.87	5921 Atlantic Ave. 06/19/23- 08/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$59.51	5961 Atlantic Ave 6/19/23- 8/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$59.51	6027 Atlantic Ave 06/19/23- 08/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water No.1	\$72.19	6135 Atlantic Ave. 06/19/23- 08/22/23	General Fund	100
091287		9/15/2023	Maywood Mutual Water Co. No.2	\$166.30	3626 E. 56th/Pixley Pk 6/22/23-8/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water Co. No.2	\$25.00	4301 E Slauson Ave 6/21/23-8/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water Co. No.2	\$48.10	4323 S Slauson Ave 6/21/23-8/22/23	General Fund	100
		9/15/2023	Maywood Mutual Water Co. No.2	\$86.11	5313 Pine Ave. 6/26/23- 8/25/23	General Fund	100
		9/15/2023	Maywood Mutual Water Co. No.2	\$6.60	5515 Maywood Ave 6/22/23- 8/24/23	General Fund	100

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
		9/15/2023	Maywood Mutual Water Co. No.2	\$314.80	City Hall 4319 E Slauson 6/21/23-8/22-23	General Fund	100
091288		9/15/2023	Tri-City Mutual Water Company	\$76.75	5000 Slauson Ave. 8/1/23-8/31/23	General Fund	100
		9/15/2023	Tri-City Mutual Water Company	\$2,110.55	5950 Walker Ave 8/1/23-8/31/23	General Fund	100
091289		9/15/2023	Metro Transit Services	\$37,911.12	Public Transportation & Dail- A-Ride Service August 2023	Proposition A Transit Fund	221
091290		9/15/2023	MV Cheng & Associates Inc.	\$7,837.50	Sr Acct/Acct Tech Consult Services- August 2023	General Fund	100
091291		9/15/2023	Nancy Rodriguez	\$790.64	N Rodriguez-Travel Expense Rep Reimbur 8-29-23	General Fund	100
091292		9/15/2023	North Star Landcare	\$5,755.75	Landscape Services for the City of Maywood August 2023	General Fund	100
		9/15/2023	North Star Landcare	\$6,932.50	August 2023 Tree Maint Serv	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	North Star Landcare	\$4,075.50	Landscape Services for the City of Maywood August 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
091293		9/15/2023	QDoxs	\$118.53	Contract Base Rate charge for 9/1/23 to 9/30/23	General Fund	100
		9/15/2023	QDoxs	\$41.61	Contract Base Rate charge for 9/5/23 to 10/4/23	General Fund	100
091294		9/15/2023	Raul Rodriguez	\$50.00	Planning Commissioner Stipend- Raul Rodriguez 8-15-23	General Fund	100
091295		9/15/2023	Roadline Products Inc.	\$330.31	paint machine repairs	General Fund	100
		9/15/2023	Roadline Products Inc.	\$2,350.45	Post and poles for street signs	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212

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Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
091296		9/15/2023	Richards Watson & Gershon	\$12,715.99	Professional Services-0010 July 2023	General Fund	100
091297		9/15/2023	Southeast Rio Vista YMCA	\$2,900.00	JUNE 2023 YMCA - Summer Programming for Residents - June Swi	Local Fiscal Recovery Fund	273
		9/15/2023	Southeast Rio Vista YMCA	\$21,365.00	YMCA - Family & Teen Camp & Buses	Local Fiscal Recovery Fund	273
		9/15/2023	Southeast Rio Vista YMCA	\$47,004.00	YMCA - Summer Programming for Residents - July Swim Lessons	Local Fiscal Recovery Fund	273
091298		9/15/2023	Southern California Edison	\$14.52	4801 E 58th St TPP-7/13/23-8/10/23	General Fund	100
		9/15/2023	Southern California Edison	\$22.03	4801 E 58th St TPP-8/11/23-8/25/23	General Fund	100
		9/15/2023	Southern California Edison	\$4,176.64	Acct.#700405141156 Various Locations from 8/1/23-8/31/23	General Fund	100
		9/15/2023	Southern California Edison	\$209.37	700608908147 5916 King Ave/5913 Mayflower ave-8/8/23-9/6/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Southern California Edison	\$7,845.98	Acct# 700405260081 Evertt Ave. 08/01/23-08/31/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Southern California Edison	\$4,140.32	Acct.#700405141156 Various Locations from 8/1/23-8/31/23	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Southern California Edison	\$11,635.51	Acct.#700405141156 Various Locations from 8/1/23-8/31/23	Street Lighting Fund	251
091299		9/15/2023	The Gas Company	\$38.64	4317 Slauson Ave. 08/07/23-09/06/23	General Fund	100
		9/15/2023	The Gas Company	\$44.45	4319 Slauson Ave. City Hall -08/07/23-09/06/23	General Fund	100
091301		9/15/2023	Transtech Engineers Inc	\$234.00	20846 Maywood City Engineering Services- July 2023	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register *
From 9/1/2023 Through 9/30/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
		9/15/2023	Transtech Engineers Inc	\$12,395.00	20919 May PW Encroachment Permit Insp. Serv. July 2023	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$1,555.00	210065 May Baseball Field Improvements- July 2023	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$580.00	210150 May Encroachment Permit July 2023	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$5,814.00	210792 May Building and Safety Staff Serv- July 2023	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$3,404.50	211287 May ATP CYC 5 Coordination and Bike Master- June 2023	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$3,898.00	230353 MAY Successor Agency District Building Demolition CMC	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$312.00	230669 MAY 4801 E. 58th YMCA PLAY EQUIPMENT	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$188.00	230687 MAY I-710 Task Force Investment Plan- July 2023	General Fund	100
		9/15/2023	Transtech Engineers Inc	\$234.00	201047 MAY TSSP JULY 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Transtech Engineers Inc	\$3,492.00	20901 May CIP Slauson Ave. Corridor IMP July 2023	Gas Tax - 2103, 2105, 2107, 2106, 2107.5 Fund	212
		9/15/2023	Transtech Engineers Inc	\$1,670.75	230434 May HSIP Cycle 11 Improvements PE Phase- July 2023	Measure R Transit Fund	224
		9/15/2023	Transtech Engineers Inc	\$19,629.00	230834 May FY22-23 Pavement Rehabilitation CMCI- July 2023	Measure R Transit Fund	224
		9/15/2023	Transtech Engineers Inc	\$870.00	230836 May Sidewalk-Curb Ramp ADA IMP CDBG FY22-23 CMCI- Jul	CDBG	243
		9/15/2023	Transtech Engineers Inc	\$156.00	210313 MAY Street Light Assessment District- July 2023	Street Lighting Fund	251

City of Maywood
Check/Voucher Register - Warrant Register *
From 9/1/2023 Through 9/30/2023

Check No.	Prepays - P	Date	Name	Check Amount	Transaction Description	Fund Title	
		9/15/2023	Transtech Engineers Inc	\$3,948.00	230628 May Clean California Grant Design Phase-July 2023	Federal / State / County Grants	261
		9/15/2023	Transtech Engineers Inc	\$188.00	230663 May Heliotrope Building Facility Concept Plan and Est	Local Fiscal Recovery Fund	273
		9/15/2023	Transtech Engineers Inc	\$234.00	210314 May Sewer Charge Assessment District- July 2023	Sewer Enterprise Fund	412
		9/15/2023	Transtech Engineers Inc	\$1,034.00	210795 MAY Sewer Improvements 52nd St and other locations- J	Sewer Enterprise Fund	412
091302		9/15/2023	ULINE INC.	\$270.97	Supplies Dog Waste Bags	General Fund	100
091303		9/15/2023	Vernon City of	\$29.83	Acct. #414 Slauson/Downey 6/15/23-	General Fund	100
091304		9/15/2023	Xerox Financial Services	\$589.12	Xerox Copier Lease Payments- 8/30/23-9/29/23	General Fund	100
091305		9/27/2023	SHERIFF'S DEPT COUNTY OF LOS ANGELES	\$472,458.28	Municipal Law Enforcement Services - County of Los Angeles S	General Fund	100
Report Total				<u>\$1,183,558.15</u>			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 23-08, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4100.140 TO SECTION 4100 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH ELECTRIC VEHICLE CHARGING STATION STREAMLINED PERMITTING CONSISTENT WITH ASSEMBLY BILL 1236 AND ASSEMBLY BILL 970

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No.23-08 regarding a streamlined permitting process for electric vehicle charging stations.

BACKGROUND:

On August 23, 2023, the City Council introduced Ordinance No. 23-08 for first reading. Ordinance No. 23-08 establishes an expedited and streamlined permitting process for the Electric Vehicle Charging Stations in the City of Maywood.

DISCUSSION:

Ordinance No. 23-08 establishes an expedited and streamlined permitting process for the Electric Vehicle Charging Stations (EVCS) based on the State's guidebook for EVCS in the City of Maywood.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

No fiscal impacts.

ATTACHMENT(S)

1. EV Process Ordinance No. 23-08
2. Complete EV Charger Checklist
3. AB 1236 and AB 970 Summary

ORDINANCE NO. 23-08

AN ORDINANCE OF THE CITY OF MAYWOOD ADDING SUBSECTION 4100.140 TO SECTION 4100 OF THE MAYWOOD ZONING ORDINANCE TO ESTABLISH ELECTRIC VEHICLE CHARGING STATION STREAMLINED PERMITTING CONSISTENT WITH ASSEMBLY BILL 1236 AND ASSEMBLY BILL 970

WHEREAS, the State of California and the City of Maywood have consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, on October 8, 2015, the State of California adopted Assembly Bill 1236 and on October 8, 2021, adopted Assembly Bill 970, which require local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations; and

WHEREAS, creation of an expedited streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce reliance on environmentally damaging fossil fuels; and

WHEREAS, the City of Maywood has initiated a Zone Text Amendment, in order to establish a streamlined permitting process for electric vehicle charging stations in compliance with AB 1236 and AB 970 as described in the title of this resolution and the attached Draft Ordinance (Exhibit A); and

WHEREAS, the proposed Zone Text Amendment has been fully evaluated and considered with respect to the City's General Plan; and

WHEREAS, the Maywood Planning Commission conducted a noticed public hearing on July 18, 2023, at which time it received public testimony concerning Zone Text Amendment and recommend City Council approval;

WHEREAS, the Maywood City Council conducted a noticed public hearing on August 23, 2023, at which time it received public testimony concerning ZTA 23-01;

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

SECTION 1. Section 4100, "Parking and Loading" is hereby amended to adopt a new Subsection which shall read as follows:

4100.140. – ELECTRIC VEHICLE CHARGING STATIONS- Purpose and intent.

Electric vehicle charging stations which qualify for expedited permit processing, pursuant to California Government Code Section [65850.7](#), shall be subject to the administrative permitting procedures set forth in this chapter.

A. Expedited review process.

Consistent with California Government Code Section [65850.7](#), the Director of Building and Planning or the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Governor’s Office of Planning and Research. The City’s adopted checklist shall be published on the City’s website.

B. Electronic Submittals.

Consistent with California Government Code Section [65850.7](#), the Director of Building and Planning or the Building Official shall allow for electronic submittal of permit applications covered by this chapter and associated supporting documentations when available. In accepting such permit applications, the Director of Building and Planning or the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by the applicant.

C. Association Approval.

Consistent with California Government Code Section [65850.7](#), the Director of Building and Planning or the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by California Civil Code Section [4080](#).

D. Permit application processing.

A permit application that satisfies the information requirements in the City’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Director of Building and Planning or the Building Official or their designee that the permit application and supporting documents meet the requirements of the City’s adopted checklist, and is consistent with all applicable laws, the Director of Building and Planning or the Building Official or their designee shall, consistent with California Government Code Section [65850.7](#), approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Director of Building and Planning or the Building Official or their designee determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

E. Accessibility.

All designs for electric vehicular charging for public use must comply with all Federal and State laws regarding accessibility, specifically the Americans with Disabilities Act and California Building Code Section 11B-228.3. EV stations permitted for private use, at private residences need not comply.

F. Technical Review.

It is the intent of this chapter to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Director of Building and Planning's or the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in California Government Code Section [65850.7](#), the City may require the applicant to apply for a Conditional Use Permit. The Conditional Use Permit review process shall comply with Government Code Section 65850.7(c).

Section 2. California Environmental Quality Act (CEQA) Determination.

Adoption of this Ordinance is not subject to California Environmental Quality Act (CEQA) pursuant to Sections 15060 (c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations because the adoption of this Ordinance would not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a project.

Section 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 4. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 5. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 27th day of September, 2023.

Frank Garcia, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance No. 23-08 was adopted at a regular meeting of the City Council of the City of Maywood held on the 27th day of September 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian E. Juarez, City Clerk



CITY OF MAYWOOD
BUILDING AND PLANNING DEPARTMENT

4319 E. Slauson Ave,
Maywood, CA 90270
323.562.5723
(cityofmaywood.com/158/Building-Planning)

EV Chargers Checklist

**RESIDENTIAL AND NON-RESIDENTIAL
CHECKLIST FOR PERMITTING ELECTRIC VEHICLES
AND ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE)**

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued.

This checklist substantially follows the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” contained in the Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook” and is purposed to augment the guidebook’s checklist.

JOB ADDRESS:	PERMIT NUMBER:
☐ Single-Family ☐ Multi-Family (Apartment) ☐ Multi-Family (Condominium) ☐ Commercial (Single Business) ☐ Commercial (Multi-Businesses) ☐ Mixed-Use ☐ Public Right-of-Way	
☐ SITE PLAN WITH LOCATIONS OF EVSE ATTACHED	
DESCRIPTION OF WORK: 	
APPLICANT NAME: 	

APPLICANT PHONE & EMAIL:

CONTRACTOR NAME:

LICENSE NUMBER & TYPE:

CONTRACTOR PHONE & EMAIL:

OWNER NAME:

OWNER PHONE & EMAIL:

EVSE CHARGING LEVEL: ☐ Level 1 (120V) ☐ Level 2 (240V) ☐ Level 3 (480V)

Maximum Rating (Nameplate) of EV Service Equipment = _____ KW

Voltage EVSE =

_____ V

Manufacturer of EVSE:

Mounting of EVSE: ☐ Wall Mount ☐ Pole Pedestal Mount ☐ Other

System Voltage:

☐ 120/240V, 1 ϕ , 3W

☐ 120/208V, 3 ϕ , 4W

☐ 120/240V, 3 ϕ , 4W

☐ 277/480V, 3 ϕ , 4W

☐ Other _____

Rating of Existing Main Electrical Service Equipment = _____ Amperes

Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps

Rating of Circuit for EVSE: _____ Amps / _____ Poles

AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C.

(or verify with Inspector in field)

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

Connected Load of Existing Panel Supplying EVSE = _____ Amps

Calculated Load of Existing Panel Supplying EVSE = _____ Amps

Demand Load of Existing Panel or Service Supplying EVSE = _____ Amps

(Provide Demand Load Reading from Electric Utility)

Total Load (Existing plus EVSE Load) = _____ Amps

For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the “Single-Family Residential Permitting Application Example” in the Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook” <https://www.opr.ca.gov>

**EVSE Rating _____ Amps x 1.25 = _____ Amps = Minimum
Ampacity of EVSE Conductor = # _____ AWG**

**For Single-Family: Size of Existing Service Conductors = # _____ AWG or
kcmil**

- or - : Size of Existing Feeder Conductor

**Supplying EVSE Panel = # _____ AWG or kcmil
(or Verify with Inspector in field)**

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: _____ Date: _____

AB 1236 AND AB 970 SUMMARY – ELECTRIC VEHICLE CHARGING STATION PERMIT STREAMLINING

State Bill	Author	Effective Date	Purpose	Mandates	Applicability	Compliance Deadline
AB 1236	Chiu	January 1, 2016	Reduce Greenhouse Gases (GHG)	Jurisdictions must: • Develop a streamlined permitting process for electric vehicle charging stations (EVCS) • Adopt a streamlining ordinance and checklist	• All charging station installations (Level 1 & 2, and DC Fast Charging) • Public and private charging stations • Light-, medium-, and heavy-duty electric vehicle charging stations • Stations that are installed as the accessory or primary use of a site	September 30, 2017, for jurisdictions with less than 200,000 residents
AB 970	McCarty	January 1, 2022	Reduce GHG	Adds specific binding timelines to project review period based on the size of the project: <u>1-25 station project at a single site</u> • An application will be deemed complete if after 5 business days the city has not: 1. found the application to be complete or 2. issued a written deficiency notice: a. detailing all changes needed to make the application consistent with the city or county EVCS permitting checklist or b. identifying specific information necessary for the Building Official to conduct a limited review of whether the project meets all health and safety requirements. • If the city has not yet created its checklist, the deficiency notice will be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law per AB 1236. • An application will be deemed approved 20 business days after it was deemed complete if: 1. the city has not made a finding, based on substantial evidence, that the EVCS could have a specific adverse impact upon the public health or safety; 2. the city has not required the applicant to apply for a use permit; and 3. An appeal has not been made to the planning commission. <u>26 or more stations at a single site</u> Same process as above except: • An EVCS application will be deemed complete after 10 business days and will be deemed approved 40 business days after deemed complete.	Same as AB 1236	January 1, 2023, for jurisdictions with less than 200,000 residents

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 23-09, AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 11 TO TITLE 2 OF THE MAYWOOD MUNICIPAL CODE ESTABLISHING A YOUTH COMMISSION

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 23-09, to add a new Chapter 11 to Title 2 of the Maywood Municipal Code to establish a Youth Commission.

BACKGROUND:

On August 23, 2023, the City Council introduced Ordinance No. 23-09 for a first reading. Ordinance No. 23-09 establishes a Youth Commission in the City of Maywood.

DISCUSSION:

Ordinance No.23-09 establishes a Youth Commission in the City of Maywood which will tap into the unique perspectives, ideas, and talents of young individuals within our community. It will serve as a valuable resource for collecting input on youth-related issues and formulating policies that address their needs and aspirations.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact at this time.

ATTACHMENT(S)

1. Youth Commission Ordinance No. 23-09

ORDINANCE NO. 23-09

AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 11 TO TITLE 2 OF THE MAYWOOD MUNICIPAL CODE ESTABLISHING A YOUTH COMMISSION

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

Section 1. Title 2 (Administration) is hereby amended by adding a new Chapter 11 entitled "City Youth Commission" to read as follows:

Chapter 11. City Youth Commission

2-11.01 Purpose.

The purpose of the Youth Commission shall be to advise the City Council on matters concerning youth in the City of Maywood. The Youth Commission shall serve as a platform for youth input, promote the involvement of youth in local decision-making, and advocate for the needs and interests of youth within the community.

2-11.02 Youth Commission Created.

There is hereby created and established a City Youth Commission. The Youth Commission shall act as an advisory board to the City Council.

2-11.03 Composition; Appointment; Terms of Office and Qualifications.

- (a) Composition. The Youth Commission shall consist of 5 members.
- (b) Appointment; Term of Office.

(1) The Youth Commission shall consist of five members appointed by a majority of the City Council. The term of office for each member of the Youth Commission shall be two years. If a vacancy occurs, other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term by the City Council in the same manner as an original appointment.

(2) For the initial appointments after adoption of this ordinance, three of the commissioners will serve a three-year term. This will result in future commissioners having staggered terms of two years to ensure continuity of commission input.

(3) No person appointed to the Youth Commission shall serve more than two terms.

(4) The term of each member will conclude on December 31 of the calendar year in which their term is scheduled to expire.

(c) Qualifications. To be eligible for membership on the Youth Commission, a person must either be a resident of or attend a school within the City of Maywood and be between the ages of 15 and 18 years. A commissioner who exceeds the age limit of 18 during their term, will be permitted to complete their then current term.

2-11.04 Vacancies.

Each commissioner serves at the pleasure of the City Council. The City Council by majority vote may remove for any reason any member of the Youth Commission at any time. When a vacancy occurs due to removal, resignation or other cause, such vacancy shall be filled for the unexpired terms by an appointment made pursuant to Section 2-11.03 of this Chapter.

2-11.05 Absence from Meetings.

The membership of any commissioner on the Youth Commission shall be automatically terminated and forfeited if that commissioner is absent without cause from three regular meetings of the Commission during any calendar year during his or her term of office. Such vacancy shall be filled for the unexpired term by an appointment pursuant to Section 2-11-03 of this chapter.

2-11.06 Selection of Officers.

Within thirty days after the Youth Commission is appointed and annually thereafter at the first meeting in September, one member each shall be selected annually at the first meeting in September as the chairperson, vice-chairperson, and secretary of the Youth Commission for a term of one year. No commissioner shall serve in each of these positions for more than two consecutive years.

2-11.07 Meetings and Compensation.

Meetings of the Youth Commission shall be held at least once a month. Members of the Commission shall receive a monthly stipend of \$50 for their service on the Youth Commission. In addition to the monthly stipend, members may be reimbursed for reasonable expenses related to their official duties, subject to City Council approval. The City may provide additional resources, facilities, and staff support to assist the Commission as needed.

2-11.08 Duties of the Youth Commission.

The duties of the Youth Commission are as follows:

- a. Gather information on issues affecting youth in the community and make recommendations to the City Council.

- b. Promote and coordinate youth programs, activities, and initiatives.
- c. Foster collaboration between youth, local government, schools, and community organizations.
- d. Conduct research and provide reports on youth-related topics.
- e. Organize and participate in community events and projects.
- f. Advocate for the needs, concerns, and rights of youth.
- g. Undertake any other activities deemed necessary to fulfill the purpose of the Youth Commission.

2-11.09 Annual Report to the City Council.

The Youth Commission shall render annually a full report of its work to the City Council.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Maywood at the regular meeting of this 27th day of September 2023.

Frank Garcia, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Ordinance 23-09 was adopted at a regular meeting of the City Council of the City of Maywood held on the 27th day of September, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian E. Juarez, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES WITH WORLD PRIVATE SECURITY, INC., IN AN AMOUNT NOT TO EXCEED \$151,604 FOR FY 2023-24 THROUGH 2025-26 AND APPROVAL OF A BUDGET AMENDMENT IN THE AMOUNT OF \$48,165 FROM THE GAS TAX FUND TO COVER THE AGREEMENT COST

RECOMMENDATION:

It is recommended that the City Council award the Crossing Guard Service Agreement to World Private Security, Inc., in the not-exceeding amount of \$151,604 per year for Fiscal Years 2023-24 through 2025-26 in a form approved by the City Manager and City Attorney, subject to extensions for two additional one-year periods and approve a budget amendment of \$48,165 from the Gas Tax Fund to cover the additional cost of the agreement.

BACKGROUND:

The City of Maywood requires qualified contractors to provide school crossing guard services equipped and trained to conduct pedestrian crossing procedures in designated marked crosswalk areas throughout the city. In the City, there are currently six (6) crossing guard locations within the Los Angeles Unified School District (LAUSD). School sites are selected on request from the school district, in coordination with individual schools, and in consultation with City staff.

The City's former crossing guard contract with American Guard Services, Inc (AGS) expired on July 28, 2023. As a result, Belcher Enterprise, LLC has been providing crossing guard services as a temporary measure from the beginning of the current (LAUSD) school year until October 6, 2023.

Staff issued a Request for Proposals (RFP) in July 2023 and conducted a competitive RFP process in order to identify the most qualified contractor to provide crossing guard services.

DISCUSSION:

On July 27, 2023, Staff issued a formal Request for Proposals (RFP) for School Crossing Guard Services. The RFP invited qualified and experienced contractors to submit bids for school crossing guard services within the City of Maywood for a three-year agreement commencing on October 9, 2023. Each crossing guard location is

covered by a single guard for two hours in the morning and two hours in the afternoon, for a maximum of four hours per day. Considering that there are six crossing guard locations and 180 days in a school year, the RFP requested that contractors submit fixed-cost proposals.

The RFP was responded to by one bidder: (1) World Private Security, Inc. The one bidder is recognized as a qualified provider of school crossing guard services in the local area. World Private Security, Inc.'s proposal is based on a firm fixed price at an hourly rate of \$29.95, providing up to 4,320 hours of crossing guard services totaling \$129,384 per year. Additionally, the proposal includes an onsite crossing guard supervisor at an hourly rate of \$31.00 to provide 720 hours of planning, assigning, supervising, and evaluating the work of Crossing Guards working at multiple school sites at a total of \$22,320 per year. The agreement totals \$151,604 per fiscal year.

Since 1996, World Private Security, Inc. ("WPS") has provided specially trained security and crossing guard services to various commercial partners and government entities. In addition to screening, recruiting, staffing, equipment, payroll, and supervision, WPS manages the surrounding cities' crossing guard programs. WPS assigns area supervisors to oversee the program's day-to-day operations; WPS maintains alternate crossing guards to ensure adequate response and immediate replacement for crossing guards absent from service for any reason; and to ensure proper scheduling, WPS coordinates communication with each school.

Following the review of the proposal, World Private Security, Inc. ("WPS") was found to be the most responsive and qualified firm, offering the most comprehensive overall proposal, which considered qualifications, staffing, a proposed work plan, and budget. Among Southern California's cities, WPS provides crossing guard services in Bell, Santa Clarita, Pomona, and Carson.

The total proposed agreement for Crossing Guard Services is \$151,704, of which \$103,539.00 in Gas Tax funds is included in the FY 23-24 Budget. The proposed budget amendment would provide funding for the budget gap. Staff requests a budget amendment of \$48,165 from the Gas Tax Fund.

LEGAL REVIEW:

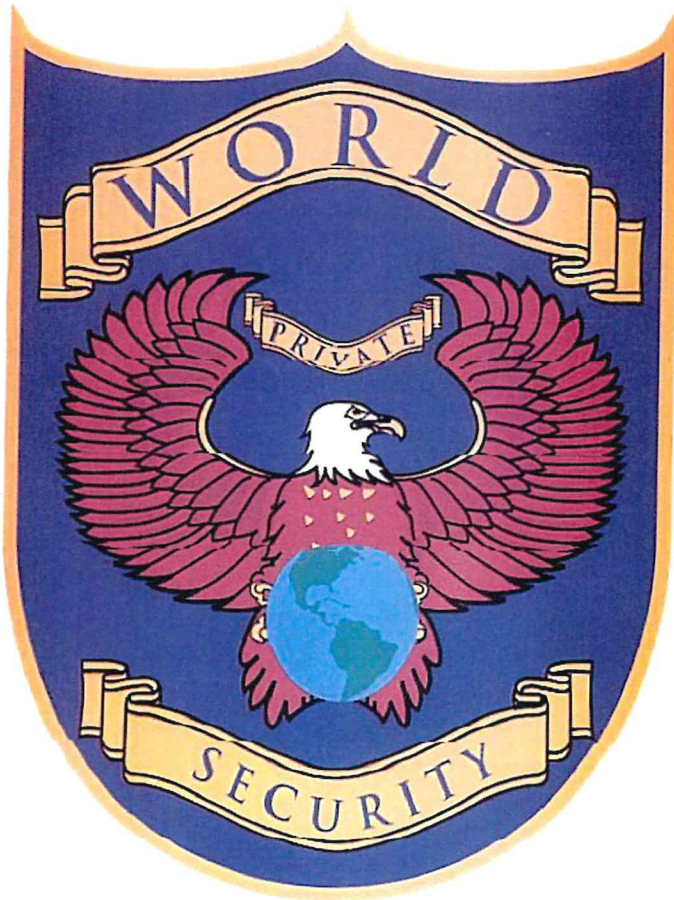
The City Attorney has reviewed this report.

FISCAL IMPACT:

F.Y. 23-24 Impact: \$151,704.00	Current F.Y. Budget: \$103,539.00
Fund Impacted: Gas Tax Fund	Budget adjustment requested: \$48,165.00
Source of funds: 212	Updated Account Budget: \$151,704.00
Account Number: 6108	For fiscal year: 2023-2024

ATTACHMENT(S)

1. World Private Security, Inc. Proposal Crossing Guards City of Maywood
2. Professional Services Agreement - World Private Security, Inc.



Proposal Submitted By:

World Private Security, Inc.
Jeannette Youssif, C.F.O.

Address:

16921 Parthenia Street Suite 201
Northridge, California 91343

Contact:

(818) 894-1800 Office

(818) 894-1877 Fax

JY@WORLDSECURITYINC.COM

Presented to

***CITY OF MAYWOOD
CITY CLERK OFFICE***

**Attn: Daisy Guerrero
4319 Slauson Avenue
City of Maywood, CA 90270**

CROSSING GUARD SERVICES

RFP

Due:

August 16, 2023 @ 3:00 pm

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Cover Letter

Official Name: World Private Security, Inc.

Organizational Structure: Corporation

Jurisdiction: California
Date: April 2003

Headquarter Address: 16921 Parthenia Street Suite 201
Northridge, California 91343

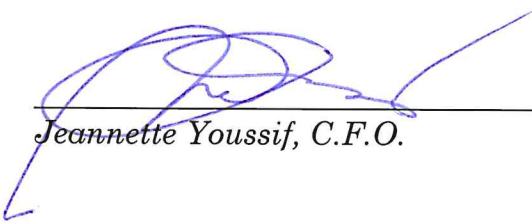
Service Areas: California

Federal Tax Identification No.: 03-0489734

Authorized Representatives: **Jeannette Youssif**
Address: 16921 Parthenia Street Suite 201
Northridge, California 91343
Phone: (818) 894-1800
Fax: (818) 894-1877
Email: Jy@worldsecurityinc.com

RFP Contact: **Jeannette Youssif, C.F.O.**
Address: 16921 Parthenia Street Suite 201
Northridge, California 91343
Phone: (818) 894-1800
Fax: (818) 894-1877
Email: Jy@worldsecurityinc.com

World Private Security, Inc. understands all service terms and conditions
World Private Security, Inc. accepts all Terms and Conditions stated in this
RFP. Security Proposal shall be valid for 120 days following submission.



Jeannette Youssif, C.F.O.

08/14/2023
Date



WORLD

PRIVATE SECURITY SERVICE, INC.

STATE LICENSE PPO# 121868
INSURED AND BONDED
24 HOUR SERVICE

August 14, 2023

CITY OF MAYWOOD
City Clerk's Office
Daisy Guerrero
4319 Slauson Ave
Maywood, CA 90270

Dear Ms. Guerrero

World Private Security, Inc is honored to have the opportunity to respond to the CITY OF MAYWOOD RFP Request for Crossing Guard Services.

World Private Security, Inc understands the responsibility of providing Crossing Guard Services for the CITY OF MAYWOOD. We accept the terms of the Agreement.

Our professional staff is available to assist you in addressing all aspects of your needs. We are confident that we can provide the quality service that you require at a very competitive rate.

We believe that recruiting the right personnel, maintaining ongoing training by our field supervisors, and providing adequate supervision of personnel to ensure that our crossing guard personnel are always attentive while on duty, inspect for report writing, uniform, equipment, and performance and to ensure their understanding of procedures.

WPS Inc holds a prominent position as a national provider of security services, with a pronounced presence in Southern California. Our clientele is diverse and includes a multitude of commercial partners and esteemed governmental entities, such as The County of Los Angeles, the City of Los Angeles, the City of Torrance, the County of Riverside, and the City of Pomona, among others.

Our commitment is to provide quality Crossing Guard Services for the CITY OF MAYWOOD ensuring and assisting the Client in providing quality Crossing Guard Services on an ongoing and uninterrupted basis throughout the term of the contract as mentioned in the scope of work. World Private Security Inc. has no limitations and no restrictions in providing the detailed scope of works outlined in the RFP.

Should WPS Inc be awarded this contract, we are pleased to designate Jeannette Youssif as the designated liaison between our organization and the City. Mrs. Youssif's extensive experience and knowledge will ensure seamless communication and collaboration throughout the project's duration.

Account Manager

Jeannette Youssif

16921 Parthenia Street Suite 201

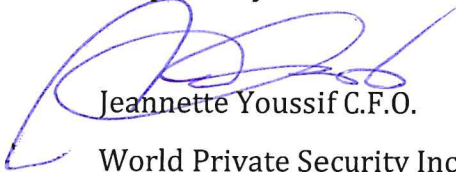
Northridge, California 91343

(818) 894-1800 Office

(818) 894-1877 Fax

We appreciate your consideration and the opportunity to potentially contribute our expertise to the vital Professional Crossing Guard Services. Thank you for your time and attention.

Respectfully.



Jeannette Youssif C.F.O.

World Private Security Inc

16921 Parthenia St, Ste 201

Northridge, CA 91343

Company Background/Qualifications

Since 1998 and with over twenty years (20) of security service experience World Private Security, Inc has provided quality, disciplined security guard service backed by experienced supervision and training to major corporations, governmental facilities, and commercial and industrial clients. World Private Security, Inc. is a corporation owned and operated in Northridge California. We currently employ over 160 individuals. Our business hours are from 8 am to 5 pm, Monday to Friday, Saturdays and Sundays we are closed. Our business hours phone number is (818) 894-1800, Fax is (818) 894-1877, and our 24-hour dispatch number is (818) 894-1800.

World Private Security, Inc has been continuously providing a complete range of security services in the Greater Los Angeles area since 1998. As a service organization with years of experience, we have an established well-trained management team that will provide a prompt, decisive response to your needs. We are licensed by the State of California and have met all requirements for said licensing. We are insured with Liability insurance, Workers' Compensation, and property damage and will exceed your requirements.

World Private Security Inc. is a national provider of security services with a large base of clients in Southern California. We have a large, diversified client base consisting of many commercial customers and numerous government entities like **the Los Angeles County of Office of Education, the County of Riverside District Attorney's Office, the City of Los Angeles Department of Water and Power, City of Santa Clarita, City of Torrance Transit System and the City of Pomona Parks and Recreation, and many more.**

Our steady growth can be attributed to a business model that continues to provide uncompromising and communicative management support, timely and active problem resolution, and an overall superior level of service focused on exceeding every client's expectations. World Private Security, Inc is fully capable of handling any security-related assignment, with all the necessary accouterments, to provide the highest standard of service in the industry.

We are a financially solid firm with an extremely strong infrastructure. Our dedication to 100 percent client satisfaction is driven by a "client first" mindset and methodology and supported by our vast local resources and experience. World Private Security, Inc. has built its corporation on solid values of integrity, hard work, attention to duty and mission, and a strong commitment to focus on the needs of its clients. We welcome the opportunity to demonstrate our competence, professional ability, and innovative problem-solving. One of our keys to success is our ability to find good people, provide the best possible training, uniforms, and equipment, and to monitor these factors continuously.

A. Qualifications of the Firm

Coachella Valley Water District: we are currently servicing the Water District Chlorination System providing around the clock Armed Security Personnel, they oversee the monitoring of the level of Chlorine in the Monitors and advice the CVWD if any levels of Water Chlorine are not at the proper level. The Armed security officers maintain a log al all visitors to the site. Discover and report/detain persons attempting to gain access to the property, Prepare and submit reports on accidents, fires, unusual occurrences, and unlawful acts on or near the property, and observe and report safety hazards as required by CVWD procedures.

City of Santa Clarita, we provided security services for several locations including City Hall Buildings, security provides helpful information and direction to City Hall visitors, observing and reporting activities around the premises. We always maintain an up-to-date building emergency

contact list, requesting that all persons requiring after-hours building access sign in and out at the security station in the main lobby. Unlock and relock conference room doors for meetings listed on the meeting schedule which is provided to the officer by the Facility Supervisor each day. We secured five (5) Metrolink Stations so the officer is always visible to the public. While buses and trains are in the station, the security officer will be out on the platform area and patrolling bus loading areas. Special attention is directed to the tracks to advise passengers to stay away from the train tracks and out of the path of travel for the buses. Because the first responsibility of security guards on post is to ensure the safety and orderly use of the mass transit services (buses, trains), by the commuter, extra guards are sometimes required to watch other portions of the facility site. During routine patrol of the facility, and while buses are on site and while commuters are waiting for the arrival of trains or buses, the guard observes and reports any unusual activities or incidents on a Field Incident Report. After the buses and or trains have left the station, the security guards must also conduct a walk-through of the facility and parking lot, making written notes of potentially hazardous conditions, landscape and maintenance needs, etc. Security guards is responsible for all written daily activity reports (daily) and incident reports related to criminal activity, hazardous conditions, citizen reports, specific incidents, etc.

Los Angeles County Office of Education, this government location since 2009. We serviced 10 Gain locations, and we have about 48 unarmed security officers from captains, lieutenants, sergeants, and security officers. The security systems utilized at LACOE at various facilities and locations including the Education Center, security officers at the main lobby to monitor closed-circuit video monitoring CCRV systems alarmed doors with card access features and a fire alarm system. Security officers are capable of operating these systems and responding to emergency situations, including coordination with alarm suppliers, police, and fire departments. Security officers are also assigned to parking lot patrol. Computerized daily activity normal, and/or minor activities, as well as information to be passed along that occur during the previous security officer's shift. Prepares and files incident reports of any situations as they occur with both the security personnel and LACOE's Security Services Manager, monitored by the captain to be forwarded daily to the LACOE administrator.

World Private Security, Inc has an extensive list of satisfied clients to whom we've provided security services, armed, unarmed and sometimes only strictly patrol services (gated communities, celebrities homes). During 1999 – 2001 World Private Security, Inc provided security services for several **Los Angeles Department of Water and Power** facilities as a subcontractor under International Services Inc. During that period, we encountered emergency services due to the 9/11 incident, doubling the amount of qualified manpower in a short time and provided patrol vehicles for the security officers. During a period of high security, alert World Private Security, Inc could demonstrate the experience necessary to deal with unexpected emergencies that occurred. The following are current and previous satisfied clients.

World Private Security, Inc. has serviced twelve (12) locations for the **Los Angeles Department of Water and Power**, from 2008- 2009 as a prime contractor. Servicing facilities from Distribution Center, Water Reservoirs, Truck Line, providing protection of plant, property, equipment, material and personnel during any strike, threatened. Maintenance of peace and order, prevention of unauthorized access to LADWP facilities, property, patrol service, work effectively with law enforcement, fire safety and other emergency service agencies, Security officers monitor CCRV and access control procedures as they applied to the field locations, officers and buildings. Provide 24hours field supervision. During the shift, the field Supervisor covered all assigned post and used a vehicle provided by World Private Security Inc, to travel from post to post. The work schedule required one field supervisor per shift.

World Private Security, Inc. provided security service for the protection of plant, property, equipment, material, and personnel during any strike, threatened strike, work stoppage or other

interference with normal business operations. World Private Security, Inc. furnished all labor, equipment, uniforms and transportation; established and maintained an accurate timekeeping and payroll system to ensure that personnel are paid correctly. World Private Security, Inc. security personnel met high standards of appearance and demeanor, and at all times treated employees, visitors and vendors of the Department with the utmost courtesy and respect.

World Private Security, Inc. ensured that all logs, incidents, and daily reports were submitted to the Department in accordance with the schedule set by the Contract Administrator. World Private Security, Inc. notified the Department of hazards, safety violations, or other conditions that warrant an unsafe condition. Establish and maintain for the duration of the Agreement acceptable basic and supervisory training programs. Maintained logs of all those, that enter and egress from sites.

World Private Security Inc. is an equal opportunity employer and does not discriminate against employees because of race, sex, creed, religion, color, national origin, age, sexual preference, disability, or individuals with handicaps, and veterans. World Private Security, Inc. complies with Equal Opportunity Employment and Fair Employment laws with all state, local, and federal agencies. World Private Security Inc. obtains copies of all Applicant's licenses, permits guard card, firearms permit, California-issued Driver's license or Identification, CPR/ First-Aid, baton, pepper spray, social security card, and annual training certificates of completion. All applicants go through a verification process before they are hired. World Private Security Inc. verifies that the applicant has a valid California identification and or driver's license, a valid guard card, and/or firearms permit issued by the Bureau of Security and Investigative Services (BSIS). We also verify the information online at www.bsis.ca.gov to make sure that it is current. All those who have applied for a California guard and firearms permit had to have passed a criminal background check. The process starts with submitting fingerprints to the California Department of Justice and the Federal Bureau of Investigation, Fingerprints are submitted through the Live Scan process. Once we have completed the interview, we verify information with previous employers and with the references, for work performance, then the candidate commences with a more detailed background check I-9 employment eligibility verification, Live scan, Medical, physical, Drug/alcohol test, and DMV records. Our criminal background investigation checks for felonies, misdemeanors, and traffic violations for the past ten years. Any candidate who fails to acknowledge a felony or misdemeanor conviction is not eligible for hire.

World Private Security Inc. offers a multidisciplinary protective services portfolio. World Private Security Inc. provides uniformed guard services, armed and unarmed, loss prevention analysis; security officer training, special weapons, and tactics training; design and provision of technologies; staff training, corporate acquisition surveys; airport fire crash-rescue, and firefight prevention, and rescue services; weapons of mass destruction training and logistics support services. World Private Security Inc. has uniformed, unarmed, and armed officers that are trained in EMT I and prepared for any emergency that can occur. In the event of an attack, natural disaster, or accident, World Private Security Inc. can conduct emergency response operations when directed. Also, can conduct homeland defense operations in our traditional role as an armed security services World Private Security, Inc. has a team of security professionals to attend to the client's needs, at every level from our senior management to our field supervisors to ensure that World Private Security Inc. are qualified and prepared for our client's emergencies.

B. Debarred, Suspended, and/or Ineligibility

World Private Security, Inc. is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public.

Statement of Qualifications

(C1) World Private Security, Inc. has a Management Team that is directed by Jeannette Youssif, they have well over 10 years of experience in providing Crossing Guard Services. They have been the Account Manager for the Los Angeles County Office of Education, Pace Head Start Schools City of Anaheim, City of Carson Crossing Guards, and City of Davis crossing guard needs. World Private Security, Inc. has, providing security guard services throughout the State of California. We currently employ 180 to 200 security guards out in the field, with 10 field supervisors, a 24-hour in-house dispatch service center, and a combination of office Administration, Operations, and Account manager personnel.

World Private Security, Inc has been in the security industry for over Twenty Years; our corporate Management allows us to staff any facility with highly trained Security Officers, who are qualified by the BSIS with the required licenses. In addition, we provide specific job training, customer service/ communication, and training. We are a certified company for minority and women own businesses by the County of Los Angeles. World Private Security, Inc is a strong financially operated security guard firm, having a good profitable income to be able to cover and furnish any size of accounts.

Since 1996 and with over Twenty years of security service experience, World Private Security, Inc has provided quality, disciplined security guard service backed by experienced supervision and training to major corporations, governmental facilities, and commercial and industrial clients. Our experience in providing security services to thousands of clients across California has led us to several conclusions about what clients desire from their security supplier, and how they can best obtain it. We pass these along for your consideration.

A contract security agency is in the business of providing a service. This service is not unlike other services. We suggest that anyone who has purchased any type of service will agree with one central concept; that the quality of service depends in large measure on the energy, dedication, involvement, and capability of the people who perform the service.

We know that attention must be given to each client's individual needs. Time must be spent to create instructions and training for the security officers, which tell them exactly what to do about the myriad of situations in which they may find themselves. As your companies need to change, the instructions/post orders for the security staff must also be changed.

All the factors must go into providing quality service; the most important is the supervision that is provided both in the field and administratively.

Experienced security guard management has resulted in continuous, steady growth. Now with a staff of well over 180 professional officers we have the resources and specialists to meet any security demand and we offer proven security guard services and management. We know from experience the intricacies of your industry.

World Private Security, Inc is well connected with local and federal departments, and various, business and is capable of providing any level of security at any needed time, such as a natural disaster, fire or a bomb threat, riots, or employee strike. In an emergency World Private Security, Inc will be able to provide additional security personnel to cover any sum of locations at the Client's request to provide, adequate emergency personnel. World Private Security, Inc works in conjunction with the Veterans of America, Security Training Academy throughout California, and other agencies.

The role that security personnel will have in an emergency is important with respect to the success of emergency response operations. The role they are assigned by the employer is important in determining the training, information, and personnel protective equipment they must be provided to safely perform their duties.

Security personnel, however, work at a variety of locations with the potential for emergency incidents. World Private Security, Inc ensures that security officers go through training, for such emergencies.

Anticipation and Preparation: We have a plan in place which means constantly reviewing the post-orders or emergency plan books. It means knowing where the fire pull stations are located or how to begin an evacuation. Preparation means practice drills.

All supervisors are required to take a course designed to provide the skills and information necessary to satisfy the State requirements covering firearms, care, and use.

World Private Security, Inc trained security personnel are on call for any emergency that may arise due to natural disasters or civil disturbances.

Management is essential to every form of success. Communication, planning, prioritization, and all other factors proper to produce the very best result in every/any capacity may be pertinently summed under management.

We are committed to continuous improvement by utilizing and / or developing the best technology available, along with the tools that will enable us to serve our customers with the best that is available.

Account Managers – The Critical Difference

- 1- Dedicated to your account.
- 2- Expert on your site and your need.

Whether handling a single site or several, World Private Security, Inc Account Managers are critical to our business partnerships. These managers are empowered to run their accounts and are typically rewarded through incentive compensation for performance in key functional areas.

Our philosophy in security is “No compromise in Security: every Life Matter” This philosophy recognized the worth or value of everybody, no matter where they are, and with all due etiquette and worthy merit.

World Private Security, Inc. complies with Equal Opportunity Employment and Fair Employment laws with all state, local, and federal agencies. World Private Security, Inc. obtains copies from all Applicant’s licenses, permits guard card, firearms permit, California-issued Driver’s license or Identification, CPR/ First-Aid, baton, pepper spray, social security card, and annual training certificates of completion. All applicants go through a verification process before they are hired.

World Private Security, Inc. provides uniformed guard services, armed and unarmed, loss prevention analysis; security officer training, special weapons, and tactics training; design and provision of technologies; staff training, corporate acquisition surveys; airport fire crash-rescue, and firefight prevention, and rescue services; weapons of mass destruction training and logistics support services.

World Private Security, Inc. has uniformed, unarmed, and armed officers that trained and prepared for any emergency that can occur. In the event of an attack, natural disaster, or accident, World Private Security, Inc. can conduct emergency response operations when directed. Also can conduct homeland defense operations in our traditional role as an armed security services World Private Security, Inc. has a team of security professional to attend to the client’s needs, at every level from our senior management to our field supervisors to ensure that World Private Security, Inc. are qualified and prepared for our clients emergencies.

References

County of Riverside DPSS OFFICE	March 2014 to June 2019
---------------------------------	-------------------------

Contact:	Guillermo Hernandez
Address:	1400 West Minthorn Street Lake Elsinore, CA 92530
Phone:	(951) 358-3006

World Private Security, Inc. obtained a Contract with the County of Riverside Department of Public Social Services that has been in effect from March 2014 to June 2019. World Private Security, Inc serviced approximately 30 locations providing unarmed security guard services for multiple departments of Social Services.

City of Bell	Sep 2022 -Current of 5-year contract
Contact:	Javier Ochiqui, Contracts and Facilities
Address:	6330 Pine Avenue, Bell, CA 90201
Phone:	(323) 588-6211

Provide crossing guard services for 6 different schools in the City of Bell. Our staff of crossing guards shall monitor, supervise and ensure the safety of children who utilize intersections and crosswalks while moving to and from school zones. offices. Services are provided on all regularly scheduled school days.

The City of Carson Crossing guards	September 2017 to 2020
Contact	Ky Truong
Address:	701 E. Carson Street Carson, CA 90754
Phone	310-952-1700 xt 1603

Assist students and parents during the beginning of school hours morning and afternoon to safely cross the street. Control traffic for the safety of the students and parents.
Provide supervision for the sites and schools on a daily basis.

City of Santa Clarita	July 2010 to June 2015
Contact:	Dale Sargent
Address:	25663 Avenue Stanford Santa Clarita, California 91355-2196
Phone	661) 294-2559 Office (661) 294-2517 Fax
Email:	Dsargent@santa.clarita.com

Provide security guard and patrol services for more than 20 different locations in Southern California. We provide unarmed security service for Metrolink Stations, Bus Transfer Station, City Hall, and Park lock-up patrol services for multiple parks in the City of Santa Clarita. Provide extra security for concerts, fairs, Fireworks shows and other special events. Provide client with activity reports, report any violations, emergencies, or unusual situations.

City of Pomona Parks and Recreation	September 2009 to 2019
Contact:	Robert Curiel
Address:	505 South Garey Avenue Pomona, Ca 91769
Phone:	(909) 620-3734 Office (909) 865-6509 Fax
Email:	Roberto_Curiel@ci.pomona.ca.us

Provide security officers for public library, Senior Events, City Hall, soccer field, special events, and nightly vehicle lock patrol up patrol service for multiple parks located throughout the City of Pomona.

Scope of Services

World Private Security, Inc. shall provide all labor, materials, equipment and supplies required to administer and conduct the crossing guard service as specified by CITY OF MAYWOOD. World Private Security, Inc. shall assure that a qualified school crossing guard is at the required location for the number of hours per day a guard is required each day schools are in session.

1. **Crossing Guards** - World Private Security, Inc. shall recruit, select and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post on each day when guards are required in accordance with the adopted school calendars provided by the CITY OF MAYWOOD.

World Private Security, Inc. shall remove and/or replace any assigned personnel deemed unacceptable by the CITY OF MAYWOOD. Replacement personnel shall be available immediately after the removal of any personnel. World Private Security Inc. will notify the CITY OF MAYWOOD of any changes in program management, all proposed alternatives will be in accordance with training and qualifications requirements.

2. **Program Management** – World Private Security, Inc. shall provide a program manager as required to ensure competent and efficient, management of the crossing guard service. World Private Security, Inc. understands and agrees that an Account Manager will be assigned by World Private Security, Inc., to carry out all requirements in this RFP, acting as a liaison with the staff of the CITY OF MAYWOOD responsible for the program.
3. **Field Supervision**- World Private Security, Inc. shall assign a full-time principal crossing guard who shall be responsible for the field supervision of crossing guards. Field Supervisors shall be determined by World Private Security, Inc. World Private Security, Inc. will provide 1 Field Supervisors to no more than 25 crossing guards to ensure the success of the program. World Private Security, Inc. will notify the CITY OF MAYWOOD, in writing, of the number of field supervisors to be assigned. All contact information will be provided to the CITY OF MAYWOOD.

World Private Security, Inc. shall maintain field supervisors who shall observe and evaluate crossing guard personnel as necessary to ensure the efficient operation of the program. Supervisors shall prepare a written report after each onsite visit. A Copy of this report may be inspected by the CITY OF MAYWOOD at any time upon request.

4. **Minimum Standards for School Crossing Guards** - Recruitment and selection procedures shall be in conformance with the RFP. World Private Security, Inc. will screen all potential candidates to meet or exceed the qualifications specified in this RFP Scope of Works.

- Crossing guards assigned to work under this contract must have had at least one year of experience in similar work, be a person of mature judgment, and possess a high degree of discretion.
- Education - Each crossing guard employed to provide shall have a high school education or equivalent.
- Skills - The crossing guards must be able to read, write, and speak the English language and must be able to write comprehensible reports.
- Qualifications - Crossing guards provided by World Private Security, Inc. to provide services under the contract:
 - Crossing guards must be fully capable of performing duties requiring moderate to arduous physical exertion under either normal or emergency conditions. They must possess a good distance vision.
 - Crossing guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability is essential
 - Shall have the ability to give and follow oral instructions.
 - Shall have the ability to establish and maintain effective working relationships with children, parents, school and law enforcement officials.
 - Shall have the ability to remain calm and use judgment and initiative in an emergency situation.
 - Shall have a working knowledge of basic First-Aid and CPR procedures.
 - Shall be of good moral character.

5. Duties of Crossing Guards

- Halts vehicles, when necessary, by mechanical and hand signal to permit children to cross the road safely.
- Maintains order among children assembled at street crossing points and permits them to cross only when they can do so safely.
- Reports license numbers of motor vehicles whose drivers violate traffic laws or crossing guard instructions to local law enforcement agencies.
- Makes children aware of the elements of traffic safety and operation of pedestrian controls.
- Follow safety regulations.
- Instructs children assigned to school safety patrol.

6. Selection Procedures for Crossing Guards -World Private Security, Inc has a very high standard for the hiring of its personnel. Beginning with the application process, we verify all previous and current employers. They are later called in to participate in an oral interview.

Our interview, consists of the following qualified personnel:

1. One Executive
2. One Manager
3. HR Manager

During our interview, we screen for the following:

1. Professionalism
2. Personal hygiene
3. Honesty
4. Temperament
5. Ability to communicate, both verbally and written
6. Ability to handle crises.

After the interview, the applicant is given several written tests to check their abilities in the following areas:

1. Crime scene observation

2. Ability to describe a suspect with and without a weapon.
3. Ability to accurately put in writing an incident including witnesses and government agency participation.

Security officers, and crossing guards assigned to Government contracts must meet the minimum requirement:

1. High School diploma or GED
2. 18 years of age.
3. Fluency in English or Bilingual.
4. Valid California driver's license and a three year safe driving record.
5. Two to three years of experience
6. No convictions of a misdemeanor crime or higher
7. First Aid and CPR certifications.

Background Check:

Our criminal background investigation checks for felonies, misdemeanor, and traffic violations for the past ten years. Any candidate who fails to acknowledge a felony or misdemeanor conviction shall not be considered for hiring. During a year length of employment of any security officer assigned to any facilities, World Private Security, Inc conducts annual background checks or more if needed.

Our background screening process is selective and vigilant. We are dedicated to recruiting and retaining individuals with characteristics of trustworthiness, motivation and reliability. Once we have completed the interview we verify information with previous employers and with the references, then the candidate commence with a more detailed background check:]

- a) I-9 employment eligibility verification
- b) Live scan Department of Justice (DOJ)
- c) Medical physical
- d) Drug/alcohol test
- e) DMV records

World Private Security, Inc. will make all records available to the client upon request.



Background Screening

PURPOSE

The purpose of this policy is to ensure that individuals who join World Private Security, Inc. workforce or are promoted to positions with certain responsibilities within World Private Security, Inc. are qualified for the positions for which they have applied and have accurately presented their qualifications during the hiring process. This policy also ensures that World Private Security, Inc. is exercising reasonable care in selecting its employees to promote a safe and productive working environment and work place.

SCOPE

World Private Security, Inc. conducts various background checks on initial hires, rehired employees, and internal transfers/promotions, whether part-time, full-time, regular, contractual, or temporary. Current employees are subject to random annual background checks. Current employees who are registered as the drivers for World Private Security, Inc. owned vehicles will have a driving record check conducted every three years by World Private Security, Inc. vehicle insurer to verify insurability.

POLICY

For all positions, the hiring manager or his/her designee is responsible for checking professional references prior to an offer being extended. Any questions regarding whether references are satisfactory should be discussed with Human Resources.

All offers of employment (including internal transfers and promotions) are contingent upon complete and satisfactory findings of all applicable background checks as defined in the Systematic process section of this Policy. Background checks may include social security number search, previous employers, sex offender registry, credit report, criminal records search, verification of academic credentials, driver's license and driving record check, verification of occupational and professional licenses, drug/alcohol check, physical, and healthcare sanctions check. The Office of Human Resources coordinates the collection of all background check information with a third-party vendor.

Results of all applicable background checks received and evaluated before the individual begins to work. In urgent situations requiring a rapid employment action and with the approval of the Human Resources Office, an individual may begin to work pending successful

completion of the background checks, provided that professional references have been checked.

Human Resources, in consultation with the hiring manager, determine whether the individual is suited for employment in the position for which he/she applied. If unsatisfactory results are reported, Human Resources is responsible for interacting with the applicant in these cases, and ensuring that World Private Security, Inc. is in compliance with the Fair Credit Reporting Act.

IV. BACKGROUND SCREENING PROCEDURE

The Assistant Vice President for Human Resources or designee shall determine in a manner consistent with what types of background checks are required for each position. Factors in making this determination include but are not limited to whether the position involves:

- Direct responsibility for the care, safety, and security of people, including children and minors, or property.
- Direct access to, or control over, cash, checks, credit cards, and/or credit card account information.
- Authority to commit financial resources of the College through contracts greater than \$300.
- Responsibility for operating a company-owned vehicle.
- CDL drivers operating company-owned vehicles for the purpose of transporting employees and others.

STEP-BY-STEP PROCESS

Prior to advertising an open position, the hiring manager or his/her designee, in consultation with Human Resources, will identify the position as one that requires a background investigation. The hiring manager will then send an email authorizing Human Resources to charge the cost of the background investigation to the appropriate office of the vice president.

1. Position advertisements (postings) will contain notification to applicants that, prior to hiring, the final candidate must successfully pass a pre-employment background investigation.
2. After checking references, the hiring manager will identify the preferred candidate(s), make an offer to the candidate, and indicate "Pending Background Check" in the Application tracking system.
3. A Human Resources Representative will confirm that a Disclosure and Consent to background check was signed by the selected candidate.
4. When Disclosure and Consent to background check forms are received, Human Resources will input the candidate's required information in the vendor website. Data will be sent electronically to the vendor to perform the background investigation.
5. Background verifications will be completed by the vendor and the results sent electronically to Human Resources.
6. If the background investigation is satisfactory, Human Resources will indicate "Background Check Approved" in Application tracking system. This status change

will trigger an e-mail to be sent to the hiring manager confirming that the candidate has passed the pre-employment background investigation.

7. Hiring manager will change applicant status to "Offered Job, Accepted Offer" and proceed with hiring process in Application tracking system.
8. If the background check reveals an unsatisfactory finding relevant to the position, the individual may be disqualified from holding the position. In making such a decision, Human Resources along with the hiring manager/chair and the divisional vice president will consider the nature of the finding, the job for which the applicant is being considered, when the event occurred and the applicant's conduct, performance and/or rehabilitation efforts since. When appropriate, outside counsel and other relevant experts will be consulted. If the possibility of adverse action exists, Human Resources will provide a Pre-Adverse Action Notice along with a copy of the report and a notice of rights to the candidate.

The candidate has a period of 7 calendar days to refute disputed information with the vendor. If the candidate fails to contact World Private Security, Inc. in a timely manner to indicate that the matter has been resolved, the hiring manager may proceed with the hiring process and select another candidate.

If the decision is made not to hire the candidate, a Final Adverse Action Notice is mailed via certified mail to the candidate by Human Resources explaining the reason for not hiring, along with an additional copy of the background report, the contact information of the vendor, and a statement that this agency did not take the adverse action and cannot explain why it was made.

All information received in the background investigation process will be maintained by Human Resources in confidential, secure files, separate from employee personnel files, with access allowed only to those who have a need to know.

Drug and Alcohol Policy

Statement of Policy

World Private Security, Inc. has a responsibility to provide a safe and productive work environment for all of our employees. World Private Security, Inc. has a particular concern about drug and alcohol abuse, since these can have a serious effect on an employee's productivity and job performance and may jeopardize the safety of the client, employee, and his/her co-workers.

NOTE: In this Policy, the term "Substance Abuse" will be used to mean the use or abuse of or dependence on illegal drugs, alcohol or drugs that can be prescribed legally, but are used in a manner inconsistent with the prescription.

Therefore World Private Security, Inc. does not accept the following behavior by our employees:

- Current use of illicit drugs
- Abuse of legal prescription or over-the-counter drugs or alcohol
- Sale, purchase, transfer, use or possession of illegal drugs or prescription drugs obtained illegally.
- Arrival for work under the influence of illegal drugs or alcohol.

Employees will be subject to urine testing or drug and alcohol testing where reasonable suspicion exists that an employee or employees are under the influence of drugs and alcohol. In addition, safety-sensitive positions are subject to random urine testing.

All employees, including Supervisors and Managers, performing safety-sensitive functions are required to participate in the Company Training Program, and will receive on the effects and consequences of prohibited drug use; on personal health, safety, and the work environment, and the signs and symptoms which may indicate prohibited drug use. The Medical Requirements Officer will conduct all required training quarterly.

PARTICIPATION AS A REQUIREMENT OF EMPLOYMENT

World Private Security, Inc. expects its employees to report for work fit for duty with NO illegal drugs in their bodies. Violation of this Policy can result in sanctions against the employee up to and including termination of employment.

All individuals must pass a drug test for the employer prior to employment or assignment in a safety-sensitive function, including employees who are promoted or transferred from a non-covered to a safety-sensitive position.

Any employee with an illegal drug in his/her body who becomes involved in any incident affecting person or property while on duty, or on World Private Security, Inc.'s property is subject to immediate Termination.

If existing employees are having work performance problems, display abnormal behavior that may be drug-related, or otherwise demonstrate conduct that may be in violation of this Policy where immediate supervisory action is necessary, a supervisor will follow these steps:

1. Confront the employee privately, stating his/her suspicions and asking for an explanation.
2. If suspected contraband is involved and the Supervisor is not satisfied with the explanation, the contraband will be confiscated and a receipt will be issued. (If the employee claims that pills suspected of being contraband are prescription drugs, only a single pill will be confiscated for testing.)
3. If the employee seems to be "Under the Influence", the Supervisor will escort the employee to the medical facility for a urine test. Non-cooperation will result in termination of employment. If appropriate, the authorities are to be notified that a terminated ex-employee is leaving the premises.
4. The Supervisor will then identify witnesses and prepare a detailed written statement describing his/her observations, what was said, materials seized and any other facts. All conclusions (e.g., employee appeared to be under the influence of something; employee was insubordinate, etc.) should be supported by facts (e.g., speech was slurred, eyes did not focus, concentration wandered, employee said or did certain things, etc.). Witnesses are to be listed for future reference.
5. The Supervisor must advise the most senior manager on the premises of the incident.

Employees refusing to comply with the provisions listed above will be assumed to have voluntarily quit and will be treated accordingly. There will be no exceptions to this Policy.

Drug Screening Policy

Purpose

World Private Security, Inc. has adopted a drug screening policy to prevent the hiring of individuals into safety-sensitive positions who are under the influence of prohibited drugs.

PROCEDURE

1. Human Resources determine all positions will be covered by this policy based on the job duties of the position. All positions are deemed to be safety-sensitive, the following language will be added to the minimum qualifications of the position description: Final candidates must submit and successfully pass a post-offer drug screen. This language will also appear in the position requisition (posting) so external applicants are notified that they must submit to a post-offer drug screen.
2. When recruiting a position, hiring managers should ensure that all steps within the requisition process are followed. The hiring manager will have all external applicants interviewed sign the Drug Screening Form.
3. Once all applicable background checks are completed and approved on the final candidate, the hiring manager will change the applicant's status to Finalist Recommendation and should proceed with the offer approval process in the online system.
4. When the offer has been approved (the status of the requisition will be at Ready for Offer), the hiring manager will extend a job offer to the final candidate – conditional on the successful completion of the drug screen, if applicable, and the hiring manager will change the applicant's status to Offered Job.
5. If the final candidate accepts the conditional offer, the hiring manager (or designee) will:
 - Change the applicant status to Pending Drug Screen.
 - Email the appropriate contact with the candidate's name, World Private Security, Inc. contact information, and the candidate's deadline date for the drug screen. The assigned HR Partner/Specialist should be copied on the email.
 - Inform the final candidate he/she must take the drug screen at an approved lab facility within 3 business days of the offer. They must take a picture ID with them.
6. If the final candidate declines the conditional offer, the hiring manager will change the applicant status to the appropriate Not Hired reason.
7. If the final candidate accepts the conditional offer but fails to submit to the drug screen within 3 business days, the hiring manager will revoke the conditional job offer and change the applicant status to Not Hired - Did Not Complete Drug Screen.
8. Upon receipt of the drug screen results, the HR Partner/Specialist will:
 - a. If results are negative, change the applicant status to Drug Screen Approved and contact hiring manager.
 - b. If results are positive:
 1. Contact the hiring manager to communicate the results.

2. Contact the applicant to communicate the results and rescind the job offer.
 3. If necessary, refer the final candidate to the approved lab facility for questions.
 4. Change the applicant status to Not Hired – Drug Screen Not Approved.
9. The Hiring Manager, upon receipt of the results, will:
5. If results are negative, contact final candidate and move forward with the hiring process.
 6. If results are positive, since the job offer is being rescinded, move forward by identifying another suitable candidate in the applicant pool or by reposting the position.
10. All information received in the drug screening process will be maintained in confidential, secure files, separate from employee personnel files, with access allowed only to those who have a need to know.

7. Training Program –

World Private Security, Inc. shall provide each crossing guard with appropriate training for the position of crossing guard before assigning a guard to any post. The training program shall include:

- A general indoctrination concerning the rules and regulations of employment.
- Instructions on the proper handling of required reports, including time reporting and reporting of children and traffic violators to the appropriate authorities.
- Crossing guard techniques appropriate to the guard post.
- Basic rules of first aid as established by the American Red Cross.
- Public relations instructions, including the importance of image, dress and appearance, attitude, and general demeanor of a crossing guard.
- Telephone numbers and addresses of the schools served by the crossing guards and local law enforcement and emergency assistance agencies.

The training program may be conducted by World Private Security, Inc. Program Manager at the crossing guard post if required. Refreshment training will be provided once each year. Refresher courses will be provided by World Private Security, Inc. as required to assure the success of the program. World Private Security, Inc. will maintain training program records during the period of the Contract and three (3) years thereafter. Such records shall be available for review by the CITY OF MAYWOOD Bar upon request.

8. Materials And Supplies To Be Provided By Contractor-

World Private Security, Inc. shall provide each crossing guard with the following:

- Crossing guard armband with World Private Security, Inc. insignia Regulation size, hand-held stop sign
- Brass or plastic whistle
- Traffic safety vest
- Yellow raincoat
- Traffic control flashlight
- Pocket size notebook and pencil

It is the responsibility of World Private Security, Inc. to purchase and provide all crossing guards with the above-referenced items.

TRAINING PROGRAM CROSSING GUARDS

INTERSECTION PROCEDURES

A crossing guard must only supervise a marked crosswalk that has been approved by the traffic authority.

A crossing guard is not to stop or delay traffic unnecessarily.

A strong work ethic with a work history of stability, reliability, dependability, and flexibility.

Willingness to work a physically demanding job with school-aged children.

Excellent judgment, decision-making and patience in dealing with pedestrian and vehicular traffic.

1. The guard should stand at least one step back from the curb and hold the students to form a group.
2. Wait for a safe gap in traffic, activate the pedestrian amber warning light device, if available, and carefully step one foot into the crosswalk. Extend the stop sign at shoulder level toward the center of the street or roadway and wait for the traffic to stop.
3. Use eye contact to ensure all drivers see you. Look behind the vehicles that have stopped. Be sure there are no passing vehicles.
4. Ensure all traffic has stopped and it is safe to proceed before moving to the center of the crosswalk.
5. When you are in a position in the center of the street and it is safe, direct the students into the crosswalk.
6. Keep the stop sign raised until all the students have cleared the crosswalk and you have returned to your position on the curb area.

Note:

A. Bicyclists using a crosswalk must walk the bicycle.

B. When large groups of students leave the school at one time, do not hold up vehicle traffic unnecessarily. Cross them in groups.

INSTRUCTIONAL NOTE: Demonstrate the technique which we want. Use members of the group to walk through the procedure.

ADDITIONAL POINTS

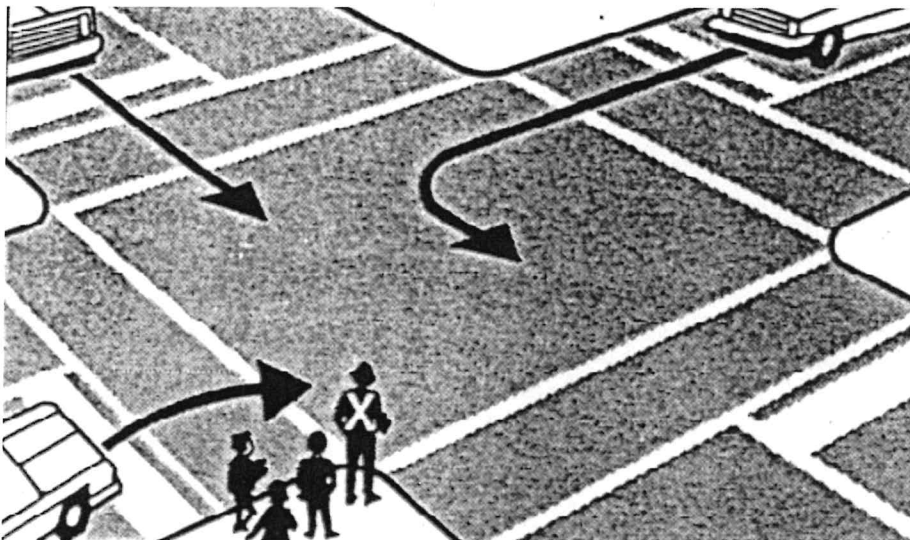
1. Wait for groups of children/adults to cross. Example: two children waiting at the crosswalk and a group is approaching. Hold the two until the other arrives and cross as a group. This will ensure that motorists will come to respect your consideration for their needs as well as those of the children.
2. DO NOT think the Stop sign will automatically stop all vehicles. Make sure all traffic is stopped before proceeding into the intersection.
3. DO NOT step in front of vehicles. Give the motorists the opportunity to stop. NOTE: We will be discussing the stopping distances of vehicles in a few minutes so for now remember that small, light sign will not instantly stop a 3000 lb car. Keep yourself safe, and you will keep the children safe.
4. Work with the traffic lights where available. NOTE: The flashing hand means to continue to cross in the crosswalk if you have already set out but do not start to cross the crosswalk. Guards should watch approaching students to ensure they halt. **DO NOT** cross against the lights - **EVER!**
5. Report unruly students to the school principal as well as students who are crossing outside the crosswalk area.
6. Talk to the children; educate them as to what you want them to do. Example: Wait, Walk. No running... Walk bicycles through. Do Not stop traffic to allow bicycles across. Bicycles are vehicles and are subject to the Motor Vehicle Act just as cars are.
7. Enter the crosswalk first and then direct the children across when all traffic is stopped. Ensure the children remain on the sidewalk until you have all traffic stopped.
8. DO NOT leave the crosswalk until the children are clear of it.
9. Keep your sign held high until you are clear of the crosswalk. NOTE: Most drivers will respect your presence more if you keep the sign elevated. Dropping it to your side indicates to them it is safe for them to proceed and could result in confusion and danger to yourself.

10. It is important to remember that any vehicle which comes to a stop too close to your crosswalk presents a potential hazard. A stopped vehicle could be struck from behind by an inattentive driver and pushed into yourself or the children who are in the crosswalk. Be continually aware of approaching or following vehicles.

11. On multi-lane streets, i.e. two or more lanes in one direction, it is important that you remember that a vehicle stopped in one lane can obscure your vision of a vehicle that is not stopping in another lane. It can also prevent you from oncoming traffic. Be aware of what is happening in every lane before you direct the children to enter the crossing. Remain in the center of the roadway and keep a good eye on traffic in all lanes for oncoming traffic.

SITUATION "A" - ONE GUARD

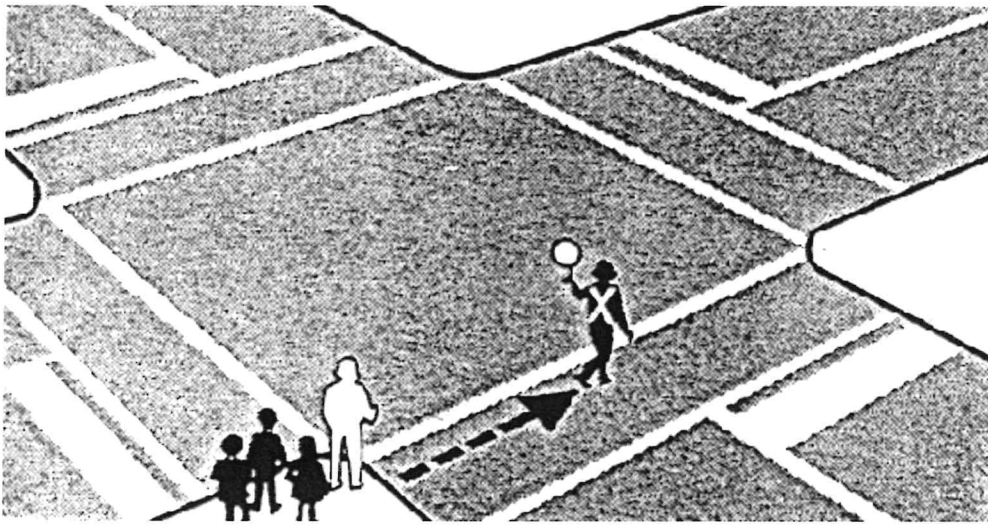
Crosswalk at standard intersections or mid block; 2-lane or multi-lane without median



Step 1

Hold students - use eye contact to check traffic

1. Wait for a break in traffic
2. See Intersection Procedures, steps 2 - 4

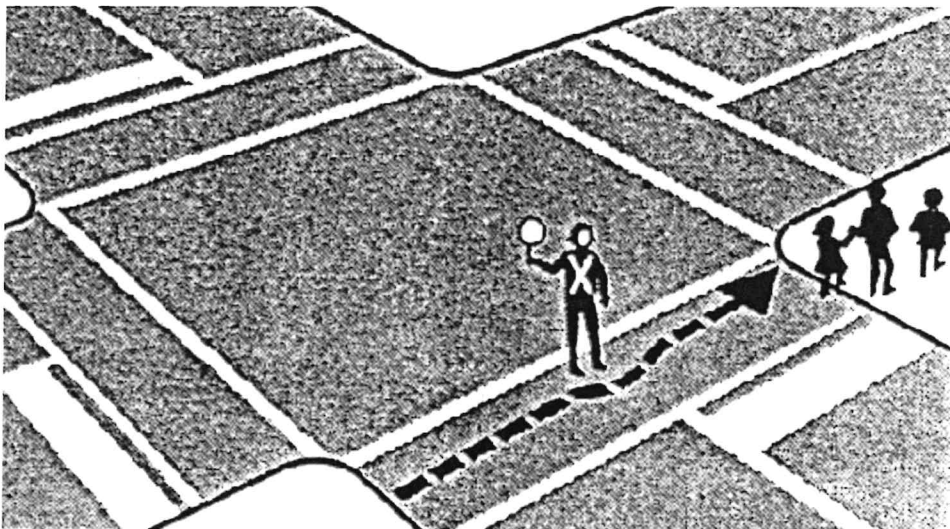


Step 2

When traffic has stopped and it is SAFE - direct the students to cross

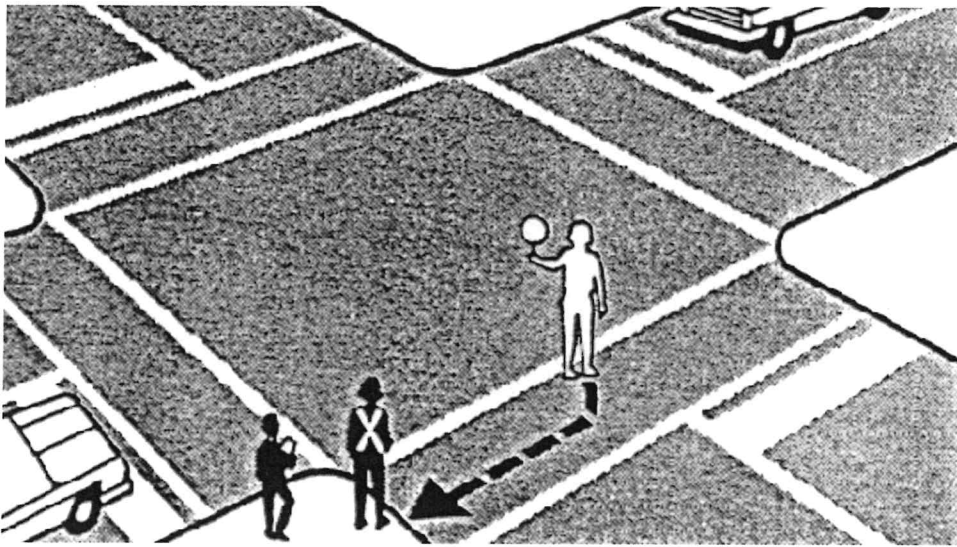
SITUATION "A" - ONE GUARD (Continued)

Crosswalk at standard intersections or mid block; 2-lane or multi-lane without median



Step 3

After the students have crossed, keep your sign up and return to the curb



Step 4

Wait for the next group of students and repeat the procedure

Incident Procedures

MINOR INCIDENT

(Student falls or is nearly struck but continues to school or home)

1. Record the name and address of the student
2. When duties are completed, report the incident to the school principal and to your supervisor.
3. Make a written record of what happened complete with any witnesses and vehicle description.

MAJOR INCIDENT

(Student is struck and injuries are obvious)

1. Immediately request a witness or passerby to call the police and ambulance. Call 911
2. Check for injuries (DO NOT attempt to move the injured student)
3. Ask any bystanders for assistance if necessary.
4. Protect the victim until police arrive.
5. A full written report must be made to the police within 24 hours. Your supervisor will assist you in preparing this report. Vehicle identification should include make, color, license plate number and description of the driver.

REQUIRED EQUIPMENT

Materials And Supplies to Be Provided By Contractor-World Private Security, Inc. shall provide each crossing guard with the following:

1. Vest:

Must meet or exceed minimum specifications standards: such as covering the guard's chest and back and have retro-reflective strips on both front and back. Vest must be worn over all other clothing and is **NOT** to be worn as the only item of apparel Vest must be clean at all times.

2. Hand-Held Stop Sign:

Must meet or exceed minimum specifications of provincial standards: such as dimensions of 30cm by 30cm not including the handle and made with retro-reflective material.

Note: A. Sign faces must be always clean and protected from damage.

RECOMMENDED EQUIPMENT

1. Whistle

Must meet or exceed minimum specifications standards:

OPTIONAL EQUIPMENT

1. Hat or Cap:

Should be a highly visible color such as hunter orange and made with retro-reflective strips attached. Hats also provide screening against the damaging effects of UV exposure.

2. Raincoat:

Should be a highly visible color such as hunter orange and made with retro reflective strips attached.

3. Pencil & Notebook:

For recording details of dangerous incidents for subsequent reporting to the supervisor.

Insurance- World Private Security, Inc. will throughout the duration of this contract, maintain the insurance coverage level stated in the RFP and Contract requirements. Please see attached insurance certificate that has been enclosed with this RFP.

ADDITONAL REFERENCES

World Private Security, Inc. has provided crossing guard service for **Pace HeadStart** from 2003- 2020. Providing crossing guards for multiple locations throughout Los Angeles County. Services included ensuring that kids do not enter the intersection until they are signaled to do so, enforcing the rules of crossing the street, and documenting those who are violating the rules he instructs them, whether it be pedestrians or of vehicles that do not respect the laws and reporting it to the school, reporting accidents or incidents to the proper officials, emergency, local law enforcement agency and/or school administration.

Pace Head start
1055 Wilshire Boulevard Suite 1050
Los Angeles, Ca 90017
Ester Padron
(213) 989-3103
September 2003 to 2020
\$172,296.09

City of Santa Clarita 25663 Avenue Stanford Santa Clarita, California 91355-2196	July 2010 to 2015
Dale Sargent \$300,000.00 Annual (661) 294-2559 Office (661) 294-2517 Fax Dsargent@santa.clarita.com Provide security guard and patrol services for more than 20 different locations in Southern California. We provide unarmed security service for Metrolink Stations, Bus Transfer Stations, City Hall, and Park lock-up patrol services for multiple parks in the City of Santa Clarita. Provide extra security for concerts, fairs, Fireworks shows, and other special events. Provide clients with activity reports, and report any violations, emergencies, or unusual situations.	

Los Angeles County Office of Education (LACOE)

July 2016 to 2018

9300 Imperial Hwy
Downey, California

Craig Wilde \$1,191,000.00 Annual

(562) 922-6220 Office

(562) (562) 922-6194 Fax

Provide security guard services for 13 different locations in Southern California. We provide unarmed security service, a vehicle for site inspections, Video Surveillance, Parking Entry and degree from building, verify proper identification, sign in and out, daily activity reports, report any violations, emergencies, or unusual situations.

City Of Pomona Parks and Recreation

September 2009 to 2020

505 South Garey Avenue
Pomona, Ca 91769

Bruce Jacobson

\$101,952.00 Annual

(909) 620-3734 Office

(909) 865-6509 Fax

bruce_jacobson@ci.pomona.ca.gov

Provide security officers for public library, Senior Events, City Hall, soccer field special events, and vehicle lock patrol up for multiple park locations throughout the City of Pomona.

Housing Authority of the City of Los Angeles

August 2010 to 2019

2600 Wilshire Boulevard
Los Angeles, California 90057

Scott Butler

(213) 252-2757

World Private Security, Inc. obtained a Contract with Los Angeles County Housing Authority that's has been in effect since August 2010 to the present. World Private Security, Inc. has 10 locations providing armed services for multiple housing projects in the Los Angeles County.

Proposal Terms of agreement.

Terms of Agreement

- 1) World Private Security, Inc. has no exceptions or deviations to this RFP.
- 2) World Private Security, Inc. does not and has not in the past, ongoing, or potential conflicts of interest, to perform the requirements of this contract.
- 3) World Private Security, Inc. currently meets all insurance requirements stated in this RFP and will endorse the CITY OF MAYWOOD as additional insured.
- 4) All services are to be provided and fees therein will be in accordance with the City's RFP.
- 5) World Private Security Inc will comply with all federal laws and regulations.

QUALIFICATIONS

Operations manager Sam Atalla with many years of protective services experience he joined World Private Security, Inc. in 2017.. He strategically manages our accounts and coordinates field activities to ensure smooth business operations. Sam is directly involved with the management, training, and hiring of all security personnel. Sam Atalla is responsible for all security measures taken by their staff. If they employ armed guards they must provide proper training to meet state or federal requirements. Security operations managers are responsible for hiring and training employees. They establish work schedules, prepare payroll and budgets, and oversee procurements for their staff and employees. They investigate security incidents and recommend improvements to their employers. They function as guards if necessary and write reports of their daily activities, as well as stay prepared to give testimony in court if called.

Security Director/ Operations Coordinator – Melissa, a dedicated operations manager with more than 9 years of experience in security and customer service settings, consistently achieve-high customer satisfaction rankings improvement to the bottom line, and reduction of nonbillable overtime hours. Over the years Melissa has been able to provide the Security service industry with the skills listed in management, customer satisfaction enhancement teambuilding and training, complaint handling and resolution, business Operations management, and Sales and Margin Improvement. She is responsible for ensuring the highest possible level of safety and security across the company. Develop policy and procedures for security services operations, contract services, and capital expenditure planning and approval. Directs standardization of security personnel, executive protection, facility risk assessments, and service contracts Interfaces with business line management on security relation implementations Acts as a liaison with client authorities. Manage special projects, research, and assignments related to Loss Prevention and Security.

ATTACHMENT 2

Cost Proposal

Proposers must submit a Price Proposal that includes all costs associated with the technical proposal. Enter below the proposed fee for the services described in Attachment 1 – Scope of Services. A firm-fixed-price contract will be awarded by the City. Therefore, all pricing below must include direct and indirect costs, tax, and profit.

Name of Contractor: WORLD PRIVATE SECURITY INC

In accordance with the Request for Proposal (RFP) for Crossing Guard Services Contract, the undersigned declares that CONTRACTOR has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following rates:

Sample Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crossing guard services per hour*	4,320**	1 hour	\$ 29.95	\$129,384.00
TOTAL ANNUAL COST One hundred fifty one thousand seven hundred four and 00 cents This rate includes the supervision cost below.					

*Hourly Rate must include Split Shift Costs

**Approximately 120 hours per week X 36 weeks = 4,320 hours per school year (LAUSD)

On site crossing guard supervisor	720 hrs	Hourly	\$ 31.00	\$ 22,320.00
20hrs wk x 36 wks = 720 annual hours				

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20hrs wk x 36 wks = 720 annual hours				

MELISSA

Operations Manager/ Security Director

Summary:

Over Nine years of comprehensive loss prevention experience, with regional responsibility. Skilled in high-performance positions of increased complexity and responsibility. Maintain low personnel turnover by initiating and implementing selection procedures, including drug screening, psychological testing, DMV background checks, and corrective measures.

Professional Experience

WORLD PRIVATE SECURITY, INC. 2010-Present

Security Director

- Report directly to the vice president to ensure that all company operations run smoothly in all areas of security and provide the best possible service to all our clients.
- Responsible for communication with all clients and establishing client relationships.
- Responsible for ensuring that upper Management is constantly kept informed of all situations in the field that might be derogatory in nature to the company or anything that might impact any of our accounts.
- Coordinate; ensure that sufficient manpower is available to accounts with qualified security officers.
- Ensure that company policies are followed to the letter and accomplish World Private Security, Inc. security missions.
- Ensures that continuous direction, training, guidance, and supervision are given to supervisors and schedulers to ensure that he/she has qualified officers for all accounts.
- Ensure that an ongoing on-the-job training program is in place for all World Private Security, Inc. security personnel.
- Ensure that a morale and welfare program is in place for all World Private Security, Inc. security personnel.

Job Skills

- **Training' officers on site while the company's policies and procedures**
- **Patrolling parking lots**
- **Training 'on observation and report as well as safety in my workplace. How to communicate with suspects**
- **How to deal with employees on your worksite**
- **Set meetings with post commanders.**
- **Set meetings with all area supervisors for the company.**
- **Responsible for orientation of all new hires.**
- **Responsible for training all new hires**
- **Responsible for safety training of all employees.**
- **Onsite inspections of all client locations regarding client issues as well as safety regulations.**
- **Oversee scheduling of all security officers.**
- **Responsible for orientation of all new hires.**
- **Responsible for training all new hires**
- **Responsible for safety training of all employees.**
- **Onsite inspections of all client locations regarding client issues as well as safety regulations**

SAM ATALLA

Operations Manager

Summary:

Experience in leading a group of security professionals, directing and prioritizing their work in a manner that rallies support within the group. Ability to integrate work across relevant areas, develop the business and services to enhance customer satisfaction and productivity, manage information, and provide exceptional service to internal and external customers.

Professional Experience

WORLD PRIVATE SECURITY, INC. 2018-Present

Operations Manager

- Prepared the overall security plan and managed the security operations of the organization, including assignments and staffing.
- Directed the investigations of property loss, thefts, and unlawful activities.
- Provide timely reports to the firm Management.
- Manages all the security costs through financial analysis and contractor/vendors negotiation.
- Maintained and conducted a routine checkup of several sites in the firm and analyzed shortcomings present in it
- Conducted annual research on crime risk analysis for the firm on the basis of current crime rate prevailing in the location

Job Skills:

- Motivating and directing people
- Agile and attention to detail
- In-depth knowledge and understanding of security legislation
- Ability to handle confidential information
- Able to work independently and as a team member

- Knowledge of Security Environment and related hazards
- Strong problem-solving skills
- Goal orientated with a willingness to make commitments and see work through to completion.
- Ability to identify security controls for applications, systems, processes and organizations.
- Ability to integrate security controls on new projects.
- Ability to achieve results through others by providing leadership and resource planning including prioritizing activities, delegating and monitoring the progress of assignments, and holding employees accountable for results.
- Ability to manage talent and create effective teams by selecting and developing employees to fill talent gaps.
- Ability to motivate self and others to overcome obstacles and achieve goals.
- Ability to accurately analyze information and make sound decisions that have considerable business impact on day-to-day operations.
- Experienced developing and implementing strategic plans
- Effective resource and project planning, decision making, results delivery, and staying current with relevant technology and innovation.
- Strong personal mastery, including ethics, influence and negotiation, leadership, interpersonal skills, communication, the ability to effectively manage stress and engage in continuous learning

Work plan approach.

World Private Security Inc will have the following approach to starting an account for crossing guards for schools which involves setting up a structured approach to manage personnel, schedules, communication, and safety procedures. Here's a detailed work plan put in place:

1. Assessment: Identify the number of crossing guards required based on the schools' locations, student population, and traffic patterns. Assess peak traffic times, potential hazards, and any special requirements for each crossing point.

2. Staff Recruitment and Training: a. Develop job descriptions for crossing guards, outlining responsibilities, qualifications, and expectations. B). Advertise job openings through local job boards, community centers, and social media. C). Conduct interviews and select candidates who demonstrate responsibility, good communication skills, and an understanding of traffic safety. D). Provide comprehensive training to new crossing guards, covering traffic management, safety protocols, communication skills, and the use of equipment (vests, stop signs, etc.).

3. Scheduling and Shift Management: a. Implement a scheduling system to allocate crossing guards to specific locations and shifts. B). Ensure that there's proper coverage for all crossing points during school hours and peak traffic times.

4. Safety Protocols and Procedures: a. Develop standardized safety protocols and procedures for crossing guards to follow, including signal communication, pedestrian guidance, and emergency response. B). Provide guards with written guidelines and visual aids to ensure consistent and effective practices.

5. Equipment and Supplies: a). Crossing Guards personnel will be provided with the necessary equipment such as reflective vests, stop signs, whistles, and any other tools required for the crossing guards' roles. b. Regularly inspect and maintain the equipment to ensure its functionality and visibility.

6. Communication and Coordination: a. The contract coordinator and scheduling department will establish a clear communication channel among crossing guards, school staff, local authorities, and parents. B) Implement a communication system that allows crossing guards to report incidents, changes in traffic patterns, or emergencies promptly. C). Hold regular meetings or briefings to share updates, address concerns, and maintain a sense of teamwork.

7. Emergency Preparedness: a) We have developed an emergency response plan that outlines procedures for various situations, such as accidents, severe weather, or other unexpected events. b. Train crossing guards on how to handle emergencies, including how to contact authorities and provide immediate assistance.

8. Documentation and Reporting: a. We will implement a system for documenting incidents, near misses, and other noteworthy occurrences. B). Implement incident reporting forms or logs for crossing guards to document their daily activities and any incidents they witness.

9. Continuous Improvement: a. Regularly review and assess the effectiveness of the crossing guard program. B). Gather feedback from crossing guards, school staff, and parents to identify areas for improvement. C). Use data from incident reports and traffic observations to make informed decisions about adjusting procedures or making enhancements.

10. Community Engagement: a. Foster positive relationships with the local community, including schools, parents, and local authorities. B). Participate in community events and safety initiatives to raise awareness about the importance of crossing guards.

We at World Private Security Inc, by following this comprehensive work plan, can establish a well-organized and effective account for crossing guards that prioritizes the safety of students and pedestrians in school zones.

Affirmative Action Plan

World Private Security, Inc. certifies that affirmative actions have been taken to seek out and employ minority individuals and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, World Private Security, Inc. certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

AFFIRMATIVE ACTION PROGRAM EQUAL OPPORTUNITY EMPLOYMENT POLICY

It is the policy of World Private Security Inc. to promote equal employment opportunity through a positive, continuing program of specific practices designed to ensure that equal employment opportunity is afforded to all individuals without regard to race, color, religion, national origin, sex, age, or sexual orientation.

Whenever possible, World Private Security Inc. further intends to offer equal opportunity to veterans, and the disabled, as well as to reasonably accommodate religious observances and practices when this can be done without undue hardship on the conduct of our business.

To implement these policies, World Private Security Services Inc. and its officials will continue to carry out our commitments to:

- Recruit, hire, train, and promote persons in all job classifications without regard to race, sex, color, religion, national origin, age, sexual orientation, veterans' status, and disability.
- Base decisions on employment so as to further the principle of equal employment opportunity.
- Ensure that all personnel actions (including, but not limited to compensation, benefits, transfers, layoffs, and return from disability), are administered equally; and
- Ensure that promotion decisions are in accord with principles of equal employment opportunity by prescribing valid requirements for promotion.

World Private Security Inc. has made the Equal employment opportunity principle of operation. World Private Security, Inc. expects each employee to cooperate to achieve this goal and we stand by this principle.

If you feel that you have been discriminated against, please contact the Corporate Office at (818)894-1800 or by mail at 16921 Parthenia St. # 201, North Hills, CA 91343.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated September 27, 2023 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and World Private Security, Inc ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform Crossing Guard Services set forth in the Agreement.

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

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

The Parties therefore agree as follows:

1. Contractor's Services.

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

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

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through September 27, 2026, unless sooner terminated as provided in Section 12 of this Agreement or extended. Additionally, there shall be two (2) one-year options to extend the Agreement for FY 2026- 2027, and FY 2027-2028 with the mutual written consent of both parties on the same terms and conditions as set forth herein.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement a firm-fixed-price in the amount of \$151,704, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, Contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$151,704, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

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

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

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

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

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

A. Indemnities.

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

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

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

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

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

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

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

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

If to Contractor:
Attn: Jeannette Youssif, C.F.O.
World Private Security, Inc.
16921 Parthenia Street Suite 201
Northridge, California 91343

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Maywood,
a California municipal corporation

Contractor:

World Private Security, Inc.

By: _____
Frank Garcia
Mayor of the City of Maywood

By: _____
Name: Jeannette Youssif
Title: Chief Financial Officer, C.F.O.

ATTEST:

By: _____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

World Private Security, Inc. shall provide all labor, materials, equipment and supplies required to administer and conduct the crossing guard service as specified by CITY OF MAYWOOD. World Private Security, Inc. shall assure that a qualified school crossing guard is at the required location for the number of hours per day a guard is required each day schools are in session.

1. **Crossing Guards** - World Private Security, Inc. shall recruit, select and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post on each day when guards are required in accordance with the adopted school calendars provided by the CITY OF MAYWOOD.

World Private Security, Inc. shall remove and/or replace any assigned personnel deemed unacceptable by the CITY OF MAYWOOD. Replacement personnel shall be available immediately after the removal of any personnel. World Private Security Inc. will notify the CITY OF MAYWOOD of any changes in program management, all proposed alternatives will be in accordance with training and qualifications requirements.

2. **Program Management** - World Private Security, Inc. shall provide a program manager as required to ensure competent and efficient, management of the crossing guard service. World Private Security, Inc. understands and agrees that an Account Manager will be assigned by World Private Security, Inc., to carry out all requirements in this RFP, acting as a liaison with the staff of the CITY OF MAYWOOD responsible for the program.
3. **Field Supervision** - World Private Security, Inc. shall assign a full-time principal crossing guard who shall be responsible for the field supervision of crossing guards. Field Supervisors shall be determined by World Private Security, Inc. World Private Security, Inc. will provide 1 Field Supervisors to no more than 25 crossing guards to ensure the success of the program. World Private Security, Inc. will notify the CITY OF MAYWOOD, in writing, of the number of field supervisors to be assigned. All contact information will be provided to the CITY OF MAYWOOD.

World Private Security, Inc. shall maintain field supervisors who shall observe and evaluate crossing guard personnel as necessary to ensure the efficient operation of the program. Supervisors shall prepare a written report after each onsite visit. A Copy of this report may be inspected by the CITY OF MAYWOOD at any time upon request.

4. **Minimum Standards for School Crossing Guards** - Recruitment and selection procedures shall be in conformance with the RFP. World Private Security, Inc. will screen all potential candidates to meet or exceed the qualifications specified in this RFP Scope of Works.

- Crossing guards assigned to work under this contract must have had at least one year of experience in similar work, be a person of mature judgment, and possess a high degree of discretion.
- Education - Each crossing guard employed to provide shall have a high school education or equivalent.
- Skills - The crossing guards must be able to read, write, and speak the English language and must be able to write comprehensible reports.
- Qualifications - Crossing guards provided by World Private Security, Inc. to provide services under the contract:
 - Crossing guards must be fully capable of performing duties requiring moderate to arduous physical exertion under either normal or emergency conditions. They must possess a good distance vision.
 - Crossing guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability is essential
 - Shall have the ability to give and follow oral instructions.
 - Shall have the ability to establish and maintain effective working relationships with children, parents, school and law enforcement officials.
 - Shall have the ability to remain calm and use judgment and initiative in an emergency situation.
 - Shall have a working knowledge of basic First-Aid and CPR procedures.
 - Shall be of good moral character.

5. Duties of Crossing Guards

- Halts vehicles, when necessary, by mechanical and hand signal to permit children to cross the road safely.
- Maintains order among children assembled at street crossing points and permits them to cross only when they can do so safely.
- Reports license numbers of motor vehicles whose drivers violate traffic laws or crossing guard instructions to local law enforcement agencies.
- Makes children aware of the elements of traffic safety and operation of pedestrian controls.
- Follow safety regulations.
- Instructs children assigned to school safety patrol.

6. Selection Procedures for Crossing Guards -World Private Security, Inc has a very high standard for the hiring of its personnel. Beginning with the application process, we verify all previous and current employers. They are later called in to participate in an oral interview.

Our interview, consists of the following qualified personnel:

1. One Executive
2. One Manager
3. HR Manager

During our interview, we screen for the following:

1. Professionalism
2. Personal hygiene
3. Honesty
4. Temperament
5. Ability to communicate, both verbally and written
6. Ability to handle crises.

After the interview, the applicant is given several written tests to check their abilities in the following areas:

1. Crime scene observation

2. Ability to describe a suspect with and without a weapon.
3. Ability to accurately put in writing an incident including witnesses and government agency participation.

Security officers, and crossing guards assigned to Government contracts must meet the minimum requirement:

1. High School diploma or GED
2. 18 years of age.
3. Fluency in English or Bilingual.
4. Valid California driver's license and a three year safe driving record.
5. Two to three years of experience
6. No convictions of a misdemeanor crime or higher
7. First Aid and CPR certifications.

EXHIBIT B

COMPENSATION

ATTACHMENT 2

Cost Proposal

Proposers must submit a Price Proposal that includes all costs associated with the technical proposal. Enter below the proposed fee for the services described in Attachment 1 – Scope of Services. A firm-fixed-price contract will be awarded by the City. Therefore, all pricing below must include direct and indirect costs, tax, and profit.

Name of Contractor: WORLD PRIVATE SECURITY INC

In accordance with the Request for Proposal (RFP) for Crossing Guard Services Contract, the undersigned declares that CONTRACTOR has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following rates:

Sample Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crossing guard services per hour*	4,320**	1 hour	\$ 29.95	\$129,384.00
TOTAL ANNUAL COST One hundred fifty one thousand seven hundred four and 00 cents This rate includes the supervision cost below.					

*Hourly Rate must include Split Shift Costs

**Approximately 120 hours per week X 36 weeks = 4,320 hours per school year (LAUSD)

On site crossing guard supervisor	720 hrs	Hourly	\$ 31.00	\$ 22,320.00
20hrs wk x 36 wks = 720 annual hours				

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR A COMPREHENSIVE FEE STUDY FOR THE RENT STABILIZATION PROGRAM AND DODGERS DREAMFIELD RENTAL

RECOMMENDATION:

Staff recommends that the City Council authorize the issuance of a Request for proposals to provide a comprehensive fee study for the Rent Stabilization Program and Dodgers Dreamfield Rental.

BACKGROUND:

On August 23rd, 2023, the City Council adopted Ordinance No. 23-07 Establishing Rent Stabilization Regulations to the Maywood Municipal Code. The next step in establishing a program to implement the Rent Stabilization Regulations is for the City Council to direct staff to conduct a fee study to determine the full cost of administering and enforcing the new program.

In addition, the City has nearly completed the renovations to the Dodgers Dreamfield at Maywood Park. Consequently, staff is recommending a comprehensive fee study to determine the fees associated with the maintenance, associated administrative costs for the upkeep and rental of the field, adjacent bleachers, restrooms and batting cages.

DISCUSSION:

Staff recommends that the proposed RFP be authorized to advertise as it would be cost effective to have a comprehensive fee study conducted for both the Rent Stabilization Program and rental of the Dodgers Dreamfield at Maywood Park.

RFP Timeline

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

- September 28: RFP is Issued
- October 06: Deadline for Questions (3:00 p.m. PST)
- October 10: Response to Questions (5:00 p.m. PST)
- October 13: Proposal Due Date (3:00 p.m. PST)
- October 16: City Completes Proposal Review/Evaluation (Week of October 16)
- October 25: City Council Awards Contract

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There are no fiscal impacts in authorizing the issuance of a Request For Proposals (RFP) to provide a comprehensive fee study for the associated Rent Stabilization Program and Dodgers Dreamfield Rental.

ATTACHMENT(S)

1. Rent Stabilization Program and Dodgers Dreamfield Rental Comprehensive Fee Study RFP



City of Maywood Request for Proposals
for
Rent Stabilization Program and Dodgers
Dreamfield Rental Comprehensive Fee Study

Date of Issuance: September 28, 2023

RESPONSES MUST BE RECEIVED NO LATER THAN

October 13, 2023, at 3:00 p.m.

DELIVER OR MAIL TO:

City of Maywood
City Clerk's Office
Attn: Daisy Guerrero
4319 E. Slauson Avenue
Maywood, CA 90270

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I. PURPOSE

The City of Maywood is soliciting Requests for Proposals (RFP), from the most-qualified Consultant, with a minimum of five years of professional experience to perform a comprehensive fee study for the associated Rent Stabilization Program and Dodgers Dreamfield Rental Services for the City of Maywood. In response to this Request for Proposals (RFP), the City of Maywood is inviting your company to submit a proposal. The proposal must comply with this RFP's format and content. All parts of a proposal must be submitted as a complete package for evaluation.

II. BACKGROUND

The City of Maywood at 1.18 square miles is the third-smallest incorporated city in Los Angeles County, which lies by the major (I-710) freeway and is located next to the east of Los Angeles. Incorporated in 1924, Maywood is a small Gateway City in Los Angeles County with a residential community population of approximately 27,000. The City is governed by a five-member City Council and is administered by the City Manager.

The City of Maywood is seeking formal proposals from qualified consultants to conduct a comprehensive fee study to determine appropriate program fees for the associated Rent Stabilization Program and Dodgers Dreamfield Rental Services to accomplish and/or supply all services outlined in this Request for Proposals. This RFP describes the required scope of services and the minimum information that must be included in the proposal.

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of consecutive experience in creating fee studies.
- B. The proposed term of the contract under this RFP shall be for 6 months.
- C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.
- D. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Consultant.
- E. Two (2) hard copy proposals and one (1) electronic copy via USB (searchable PDF format) should be submitted in the same envelope, clearly marked with the Contractor's name, address and phone number. Only one (1) proposal per Contractor will be considered.

IV. SCOPE OF SERVICES

A. Overview

The City of Maywood is seeking the services of a qualified consultant with at least five years' experience in conducting fee studies. The selected consultant will be responsible for providing the following services to the City:

B. Development of new program fee(s), rental registry rates and charges including

1. Meet with City staff and conduct interviews, as needed, to gain an understanding of the City's Rent Stabilization Program.
2. Meet with City staff and conduct interviews, as needed, to gain an understanding of the field rental process and associated maintenance of the Dodgers Dreamfield and adjacent amenities.
3. Review the following the City Documents
 - a. Ordinance No. 23-07 Rent Stabilization (Attachment 2)
 - b. Review any Park Permit applications, Rules and Regulations of the fields, and any other pertinent documents that the City has filed for the Dodgers Dreamfield at Maywood Park.
4. Document the justification for the implementation of each fee and its rate.
5. Review similar fees and applicability in comparable municipalities.

C. Costs should include:

1. Appropriate general and administrative overhead allocations to the City's Rent Stabilization Program and Dreamfield Rental Services, including but not limited to:
 - a. Registry data base creation and maintenance,
 - b. City staff allocations,
 - c. City attorney costs,
 - d. Applicable overhead rate for use in calculating City's billable hourly rates,
 - e. Potential future efforts associated with verifying voluntary or required capital improvement project costs for field.

D. Report on other matters revealed during the Consultant's evaluation that the City should consider addressing.

E. Present all draft findings to the City Manager and/or the Community Development Director as well as designated City team for review.

F. Provide a completed draft report to be reviewed by the Community Development Director, City Manager, and City Attorney, and present a final draft to the City Council. The draft and final fee study report should include the following:

1. Separate the Dodgers Dreamfield Rental and Rent Stabilization Program.
 2. Background Information
 3. Description of overall methodology
 4. Supporting justifications for the implementation of each new program fee and its applicable rate.
 5. Recommendations regarding the use of fees based on the research and cost analysis performed by the Consultant and the Consultant's knowledge and expertise of municipal fees. Specifically, with a comparison of fees charged in other jurisdictions with similar programs and services.
 6. Best practices for establishing new fees and a model or methodology to allow the City the ability to calculate the estimated costs of providing any new services.
 7. Any additional matters that City staff should be made aware of, findings, and recommendations.
- G. Attend staff and public meetings, as needed upon the request of the City Manager and/or the Community Development Director.

V. SCHEDULE

Deadlines

Release of Requests for Proposals	September 28, 2023
Submittal of Questions	October 6, 2023, by 3:00 p.m.
Response to Questions	October 10, 2023, by 5:00 p.m.
Proposal Due Date	October 13, 2023, by 3:00 p.m.
Proposal Review/Evaluation	Week of October 16, 2023
City Council Awards Contract	October 25, 2023
Tentative Start date	November 2023

* These dates are anticipated and may change.

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at www.cityofmaywood.org. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All respondents interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes or responses to written inquiries and will be distributed to all interested contractors. To get on the list please email daisy.guerrero@cityofmaywood.org or call, (323) 562-5714.

VII. QUESTIONS

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

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide two (2) copies of the of the proposal (one bound and one unbound), single sided, and an electronic copy.

All proposal submittals shall be mailed or delivered and received by the City no later than October 13, 2023, by 3:00 p.m. addressed as follows:

City of Maywood
City Clerk's Office
Attention: Daisy Guerrero
4319 Slauson Avenue
Maywood, CA 90270

IX. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The proposal shall not exceed 50 pages. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter

- a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
- c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.

2. Table of Contents

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

3. Experience and Qualifications

- a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
- b. Provide a summary of Respondents qualification and experience in creating fee studies. At a minimum, Respondent should have at least five (5) years of consecutive experience.
- c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
- d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.

- e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
- 4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

- 1. Detailed Cost Proposal
 - a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services.
 - b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
 - c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.

X. AGREEMENT FOR PROFESSIONAL SERVICES

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

XI. GENERAL ADMINISTRATIVE INFORMATION

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

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

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

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

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

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

XII. SUBMITTAL DUE DATE

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

XIII. SELECTION PROCESS

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

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

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

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal;
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff;
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies;
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent;
 - e. References;
 - f. Financial stability of proposer;
 - g. Cost to the City;
 - h. Oral interviews, if applicable;
 - i. Any other factors determined by the City to be relevant to the performance of these services.

XIV. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVI. ATTACHMENTS

- Attachment 1. Form Professional Services Agreement
- Attachment 2. City Documents (Ordinances)

ATTACHMENT 1

Form Professional Services Agreement

ATTACHMENT 2

City Documents (Ordinance)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH 3DI, INC., IN A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$262,076 THROUGH FY 2023-2028 AND A BUDGET AMENDMENT IN THE AMOUNT OF \$72,000 FROM THE LOCAL FISCAL RECOVERY FUND

RECOMMENDATION:

Staff recommends that the City Council:

1. Find that the agreement is exempt from formal bidding pursuant to Municipal Code Section 3-4.13(c) in that a competitive bid procedure was already conducted by another local agency and the price through that bid is the same as that local agency; and
2. Approve a professional services agreement through the cooperative use of an existing City of Santa Ana contract to permit 3DI, Inc., to assist with the City's rental unit registration housing program and authorize the city manager and city attorney to finalize the agreement; and
3. Amend the budget and allocate \$72,000 from the Local Fiscal Recovery fund.

BACKGROUND:

On January 30, 2023, the City Council voted to adopt a Urgency Ordinance establishing an interim prohibition of rent increases on certain residential properties. Subsequently, the prohibition of rent increases was extended at the February 6, 2023 City Council meeting and at the May 24, 2023 City Council meeting to allow staff time to review the components of a rent stabilization program, and begin the process for Rent Stabilization in the City.

On August 23, 2023, the City Council adopted Ordinance 23-07, adding Chapter 21 to Title 8 of the Maywood Municipal Code to Establish Rent Stabilization Regulations.

DISCUSSION:

At this time, the City is currently working towards establishing a rental unit registry in accordance with Ordinance No. 23-07 Rent Stabilization Regulations. One of the guidelines under Ordinance No.23-07,Chapter 8-21.12 is a Rental Unit Registration Program. This program will assist the city in setting up a required rental unit registration system for landlords that meets all the criteria in the ordinance to implement the housing program and be effective. Some of the criteria in the ordinance require the scope of the rental properties, which would include limits on rent increases, the implementation of the rent stabilization program, and the registration of rental units.

3Di, Inc. is a California-based business that delivers public-sector solutions to local governments for over 20 years. 3Di, Inc. has created a CRM-based customer engagement platform for delivering government engagement products and solutions called 3Di Engage that specializes in rental housing programs and currently has a contract with the City of Santa Ana and County of Los Angeles for this type of work. The City of Maywood has the opportunity to “piggyback” off of 3Di, Inc.'s existing contract with the City of Santa Ana, which was awarded through a public bidding process. This cooperative purchase agreement is permissible under Section 4-4.13(c)(1) of our Municipal Code.

By allowing the Housing Division to enter into a “piggyback contract” with 3Di, Inc., the City will be able to expediently acquire the additional specialized assistance necessary to be in compliance and implement the regulations included in Ordinance No. 23-07, Chapter 8-21.12 as it relates to rental registry.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Funding is available from Fund 273 - Local Fiscal Recovery Fund as the rental registry is a critical component of the Rent Stabilization Program and will support tenants as they recover from the impact of the COVID-19 pandemic.

F.Y. 23-24 Impact: \$72,000	Current F.Y. Budget: \$0
Fund Impacted: Fund 273 - Local Fiscal Recovery Fund	Budget adjustment requested: \$72,000
Source of funds: Fund 273 - Local Fiscal Recovery Fund, 501 Building and Planning	Updated Account Budget: Not applicable
Account Number: 6115 Contractual Services	For fiscal year: Current Fiscal Year

ATTACHMENT(S)

1. Professional Services Agreement with 3Di, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated September 27, 2023 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and 3DI, Inc. ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent Consultant to perform a Rental Housing Registry.

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 Don Christoff (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

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

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

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

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

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through September 27, 2028 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, \$262,076.00, 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 \$ \$262,076.00, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

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

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

4. Method of Payment.

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

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

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

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

6. Information and Documents.

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

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials,

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

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

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

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

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

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

9. Insurance.

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

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

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

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or

such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

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

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

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

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

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

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

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

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

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

14. Default.

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

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

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

If to City:

If to Consultant:

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

Attn: Mihir Desai
3Di, Inc.
3 Pointe Drive, Suite 307
Brea, CA, 92821

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:

By: _____
Frank Garcia
Mayor of the City of Maywood

By: _____
Name: Mihir Desai
Title: C.O.O & C.F.O.

ATTEST:

By: _____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

3Di Engage Platform Rental Housing Proposal for Maywood, California



3Di, Inc.

3 Pointe Drive, Suite 307

Brea, CA 92821

www.3disystems.com



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About 3Di

3Di is a California-based business that delivers award-winning public-sector solutions to local governments for over 20 years. 3Di's proposal reflects nearly two decades of experience in implementing comprehensive technology solutions for more than 200 clients worldwide in both the public and private sectors. Our goal is to deliver an innovative, complete, and integrated solution to achieve the customers' goals while minimizing risk, reducing the total cost of ownership, and capitalizing on existing technology investments.

Leveraging nearly two decades of subject matter expertise in delivering customer engagement solutions, 3Di has developed a powerful CRM-based customer engagement platform for delivering government engagement products and solutions called **3Di Engage**. **3Di Engage** is a platform for the digital transformation of business processes with the highest levels of transparency, efficiency, and accountability. **3Di Engage** can scale from a small agency's needs with limited users and constituents to large and complex agencies with millions of users and constituents.

3Di Engage platform provides government solutions for **customer engagement, public safety, and housing**.

3Di Engage for Housing delivers comprehensive, fully integrated solutions to issues found in affordable housing, accessible housing, and tenant protections. Focusing on the latter, we can provide you with the tools to create to accurate rental unit inventory, enforce livability standards, ensure evictions are conducted for just/good reasons, and stabilize rent burdens.

3Di has successfully delivered housing solutions for numerous local governments, including the City of Los Angeles, the City of San Francisco, the County of Los Angeles, the City of Oakland, the City of Berkeley, the City of Inglewood, the City of Beverly Hills, and the City of Alameda.

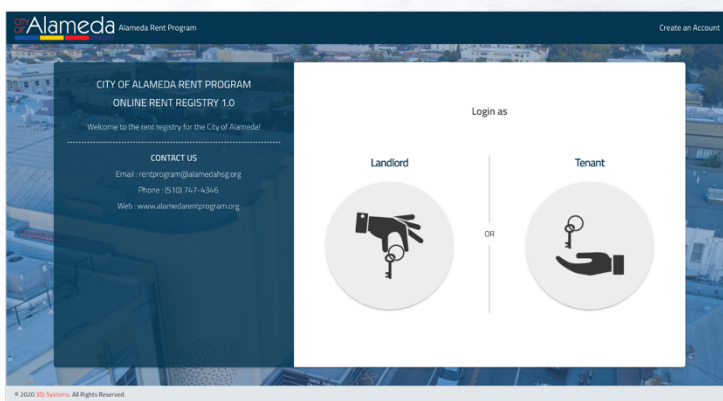
Our objective is to cultivate a long-term partnership with our customers by helping them improve business processes for constituent services and customer engagement. We believe that our housing solutions will meet all your requirements and provide a foundation for the future expansion of capabilities for the City of Maywood.

3Di Engage Platform: Housing Solutions

Background

3Di has been implementing comprehensive government solutions, including mobile applications for public sector customers for over 20 years, starting with the implementation of field inspection and code enforcement mobile application for the Los Angeles Housing Department that won the Harvard Kennedy School of Government award and the Fannie Mae Foundation “Innovations in American Government Award” in Affordable Housing. Every day, millions of Angelenos have more livable housing and 3Di is honored to have an ongoing active role assisting their communities.

Using the knowledge gained from our experiences, 3Di has developed a comprehensive approach to the rental housing market and specifically, the issues encompassing tenant protections. Whether it is gaining insights from an accurate rental unit inventory, enforcing livability standards, ensuring evictions happen for just/good causes, or stabilizing the rent burdens within a community, a dynamic, cloud-based solution is necessary to empower all stakeholders and foster working partnerships.



3Di Engage for Housing takes housing departments beyond the traditional concept of a request-based system for managing services. 3Di Engage for Housing is a proven product for meeting the requirements and empowering all the stakeholders, including the landlords, tenants, agency partners, department staff, and government management. As important as our [“well architected”](#) 3Di Engage products, 3Di’s highly experienced delivery team brings a wealth of best practices and vast experience gained from many implementations to enhance your processes and improve efficiency.



3Di Engage Platform Features

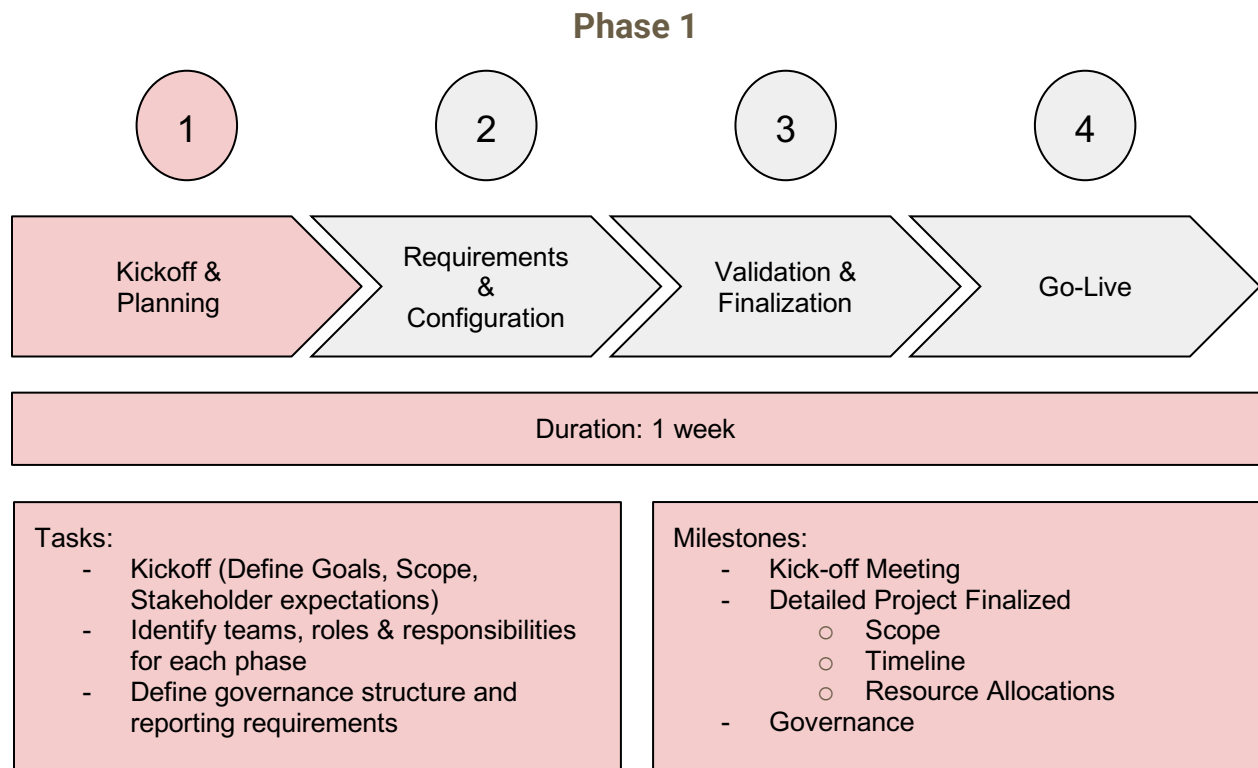
3Di Engage Platform housing solutions have been developed based on a vision for comprehensive tenant/landlord/government engagement. The following are key features of our highly scalable and flexible housing solution:

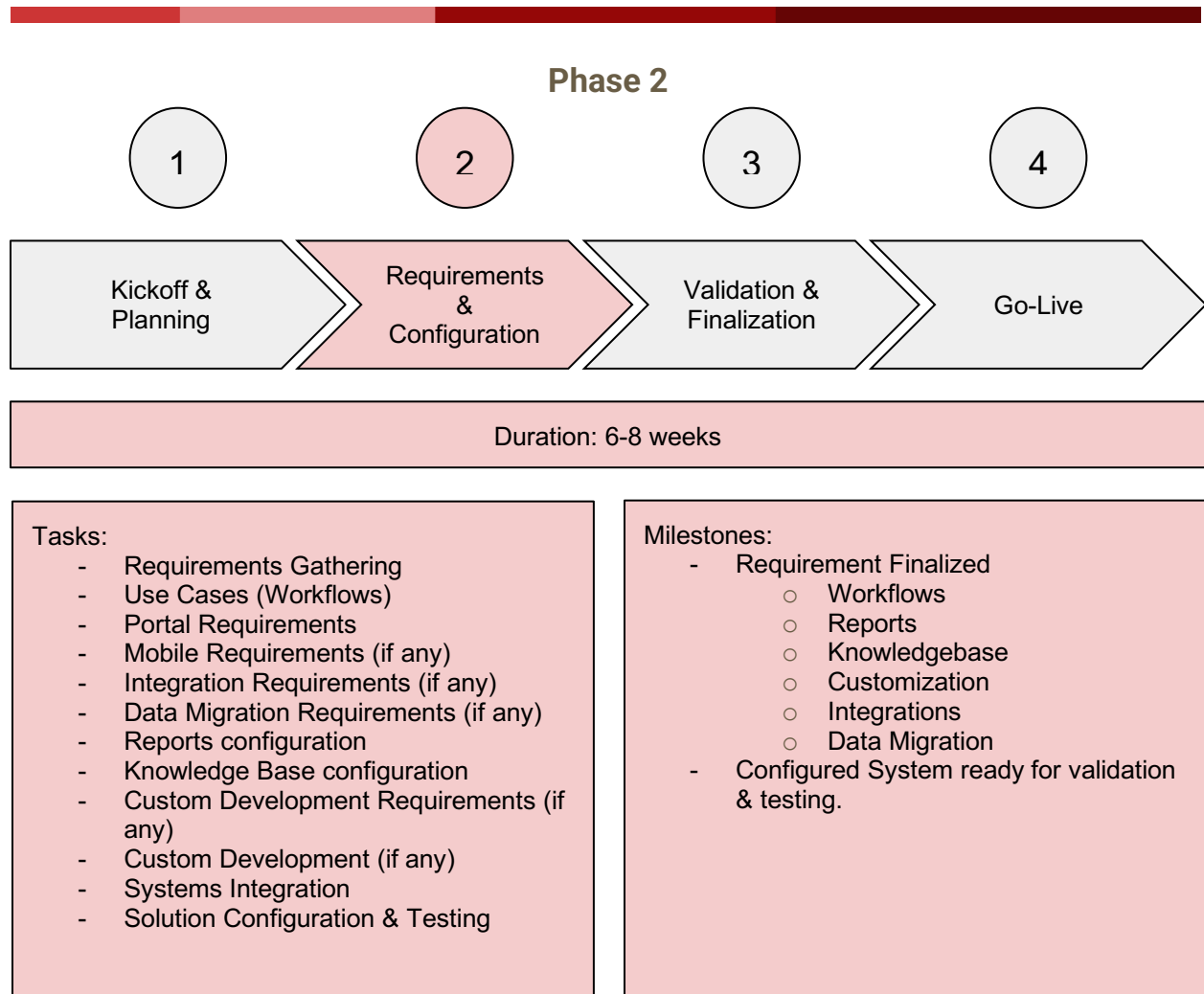
- Property Inventory Management (Properties, Parcels, Buildings, Units, Rooms)
- GIS Integration
- Customer Relationship Management (CRM) for managing all stakeholder interactions
- Service Request Management (SRM) for managing the full lifecycle of service requests
- Case Management with flexible workflows that can be easily modified
- Web Portal & Mobile Apps for Self Service
- Dashboards, Ad hoc reports, fixed reports, and analytics tools
- Knowledge Base of FAQs, Articles, and Housing Agency programs
- Management Notifications, Alerts
- Cost Recovery with Online payment
- ADA Compliance (WCAG, 508)
- Multi-lingual support
- Capable of Integration with third-party products and custom-developed systems
- Maintenance, Operations, and Support included in the price
- Simple & Fair Pricing (no seat-based licensing cost, no feature-by-features costing, an innovative cost-effective support model)

3Di Engage Platform Deployment Approach

Implementation Methodology

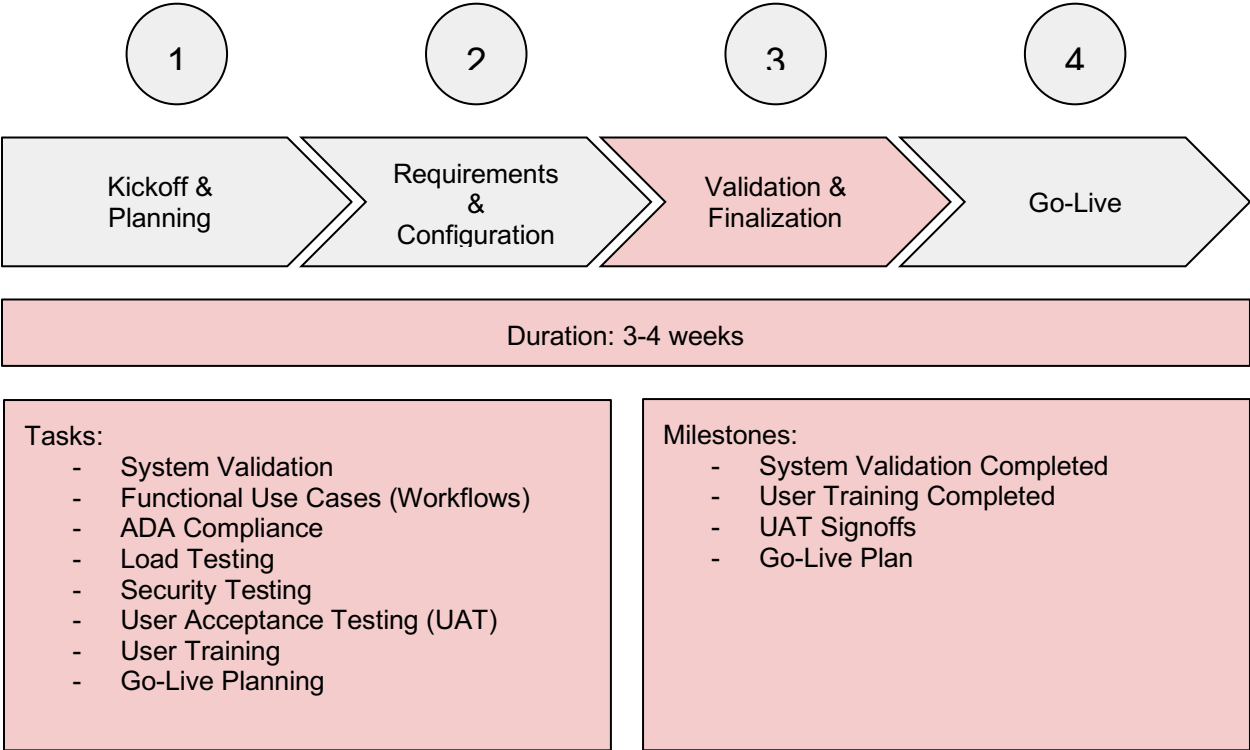
3Di employs a four-phase approach for the implementation of products using 3Di Engage. The following diagrams outline the activities and milestones for each phase in a typical implementation.

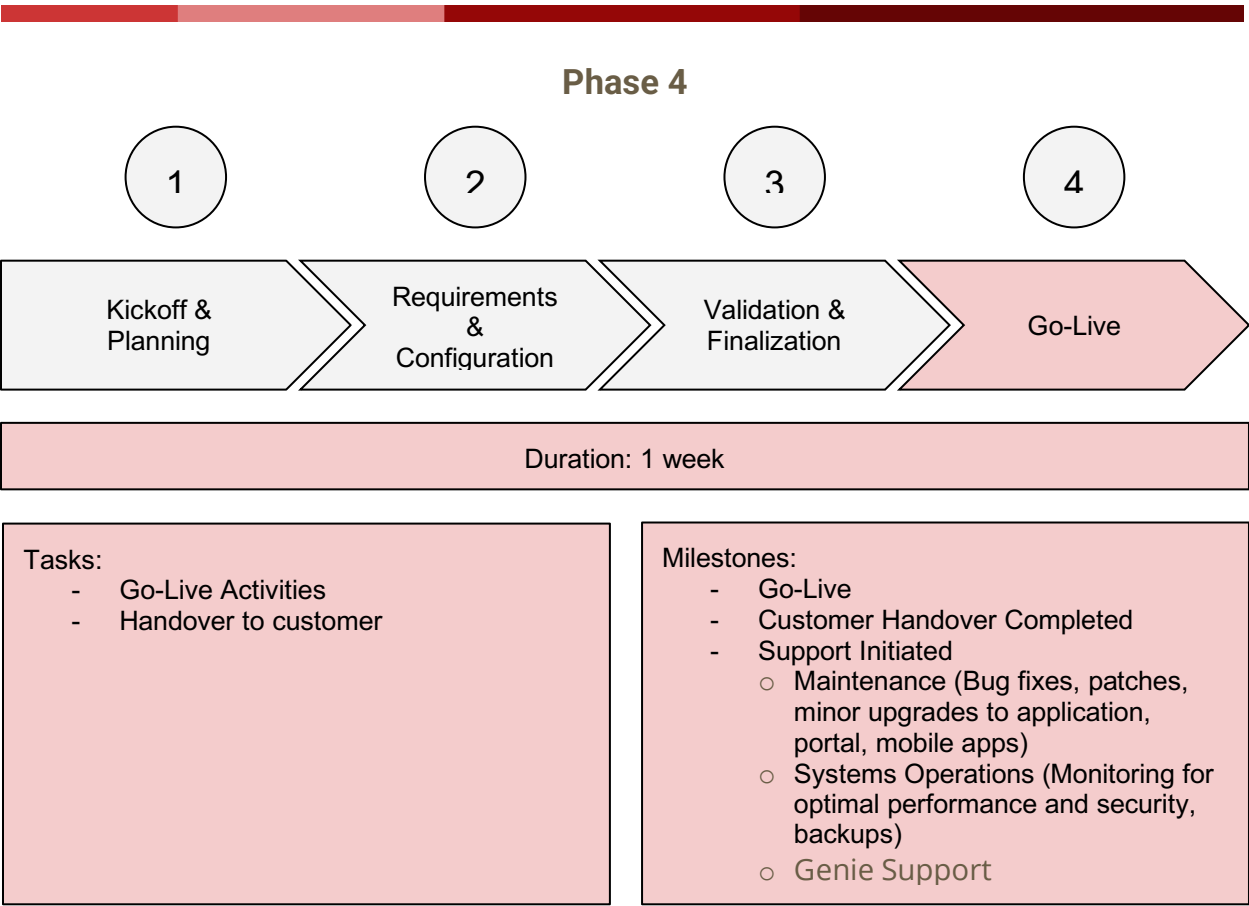






Phase 3





Pricing Assumptions

- Annual payments for subscriptions are preferred, but monthly payments can be accommodated upon request. Subscriptions are billed at the time of contract execution. Implementation costs are billed upon completion of the implementation.
- Subscription service is for up to 10,000 registered rental units.
- Renewals for years 2 through 5 will be at the same rates stated and automatic unless the department terminates its subscription in writing 90 days prior to the renewal date.
- 10 Genie hours per month are included. These do not accumulate from month to month.
- Data migration is not included.
- Integrations with 3rd party software, other than previously stated, are possible but not included. If integrations are required, we will need to schedule a meeting with our delivery team to understand the scope.
- The customer will make available necessary resources for requirements gathering, testing, deployment, and training as required by the implementation plan.
- AWS Connect fees are not included in this proposal.
- 3Di Engage Platform will provide cloud-based data archival, depending on which option the customer decides to purchase. If the subscription is active, 3Di will continue the storage. The customer will be able to access the data in the system at any time. The customer will have the ability and right to download the data for other storage/usage options.
- Any cost related to sending text message notifications is not included.

Several cooperative purchasing vehicles can be utilized to procure 3Di Engage products. If you are interested in exploring any of these options, please let us know.

- General Services Administration (GSA) contract # GS-35F-291AA
- California Piggyback/Cooperative Agreement (Cities of Santa Ana, Alameda, and Berkeley)
- State of New York Office of General Services IT Umbrella Contract # PM69687
- Amazon Web Services Marketplace

3Di Engage Platform Support

3Di Engage Platform support consists of Maintenance, Operations & Genie Support (MOS).

The MOS comprehensive support program gives customers maximum flexibility, stability, and dependability while Genie Support delivers the highest level of 3Di Engage Platform support.

Maintenance

- System Software Updates, Bug Fixes, and Patches
- Coordinate Release Management and Version Control with the customer
- Routine system and application log maintenance to ensure system performance and problem resolution

Operations

- Systems, application monitoring, and customer notification of errors, downtime, security breach, or issues that affect the System
- System and application tuning for optimal performance
- System Security Monitoring & Notification (Unauthorized use, intrusion, or data compromise)
- System Recovery from errors and/or downtime

Support

- Flexible Support (Genie Support hours) including:
 - User Interface (UI) Changes
 - Technical support
 - Workflow Changes
 - Systems Integration
 - Reports and Analytics support
 - System configuration changes (e.g., role management, identity management)
- Support does not include the support of your customers.
- Support is limited to 10 Genie Support hours/month.
- Genie Support hours may not be rolled over from month to month.
- Support Request Management
 - Phone Support: M-F (Except Holidays) 0800-1700 hours
 - Email Support: 24 hours
 - Web/Mobile Accessible Service Ticket Status
 - Monthly Status Report for Maintenance, Operations, and Support
 - SLA Based

SUPPORT SLA			
Severity	Impact	Examples	Max Response Time
1 – High	Unable to perform core functionality in production system and no workarounds exist	System unavailable; users unable to login	4 business hours
2- Medium	Unable to perform core functionality in production system but workarounds available.	Intakes working but integration with the other system down due to network issues.	12 business hours
3 - Low	Unable to perform non-essential functionality in production system; maintenance tasks; enhancement requests	Typographical errors, label changes, Screen Display issues, etc.	24 business hours
4 – Planned	Modify and existing feature or add a new feature	Make Changes to UI, Change Configuration for workflow, New report	Depending on scope of work. With approval of the customer.

Genie Support

We developed the concept of Genie Support based on our experience that each customer has unique needs with respect to support and it difficult to predict the type of help or support a customer will require. Genie Support is a pool of non-accumulating hours available to the customer at the beginning of each month. The Genie Support hours may be used to request any reasonable support including new reports, adding, or changing workflows, adding, or changing service requests, training, and minor system enhancement that can be achieved within the allocated pool of genie hours.

EXHIBIT B

COMPENSATION

3Di Engage Platform Solution Pricing

The following table shows the pricing for the proposed product(s).

	Year 1	Year 2	Year 3	Year 4	Year 5
Section 1: Services					
Implementation Management	\$30,000				
Requirements Analysis					
Design (includes UX/UI Design)					
Build, Configure & Integration					
System Testing					
Implementation/Deployment					
Training					
Post-Implementation stabilization					
GIS, ADFS Integration					
Total Software and Services Costs	\$30,000				
Section 2: Data Migration (Optional)					
Data Migration	\$0				
Total Data Migration Costs	\$0				
Section 3: Software Integrations (Optional)					
Software Integration	\$0				
Total Integrations Costs	\$0				
Section 4: Annual Subscriptions including Ongoing Maintenance, Operation & Support (SaaS)					
Subscription for Rent Registry & Rent Stabilization	\$36,000	\$37,800	\$39,690	\$41,675	\$43,758
Additional Subscription for Evictions Management	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293
Total SaaS Subscription Costs	\$42,000	\$44,100	\$46,305	\$48,620	\$51,051
TOTAL COSTS	\$72,000	\$44,100	\$46,305	\$48,620	\$51,051

Optional Services

Data Migration

No data migrations are in scope currently.

Integrations

No integrations have been identified currently. However, integrations can be added as subsequent work after the 3Di Engage Platform has gone live.

Optional SaaS Services		
	Enhanced backup or archive	TBD (based on service and consumption level)
	Use of PaaS services such as Image Processing, ESRI GIS, Speech Processing, Machine Learning, AWS Connect, etc.	TBD (based on service and consumption level)
Number of Genie Support Hours		
	10 hours/month	Included in base pricing
	20 hours/month	Base+\$1,000/month
	30 hours/month	Base+\$2,000/month
	40 hours/month	Base+\$3,000/month
	More than 40 hours/month	TBD
Application Development & Systems Integration (if applicable)		

	Standard implementation and integration with ESRI GIS, ADFS, Amazon Connect	Included in base pricing
	Additional Custom Application Development (based on effort level estimated for each custom application) – following are indicative rates by function.	
	Project Manager	\$150/hour
	Business Analyst	\$125/hour
	Technical Lead/Architect	\$105/hour
	Sr. Developer	\$85/hour
	Developer	\$75/hour
	QA Lead	\$75/hour
	QA Engineer	\$70/hour
	Pricing for other material costs	
	Other (e.g., Travel, Per Diem, Materials)	At cost or standard reimbursement rates

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF APPROVAL OF AMENDMENT NO. 2 TO STANTEC CONSULTING SERVICES FOR SLAUSON AVENUE CORRIDOR IMPROVEMENT PROJECT AND APPROVE A BUDGET AMENDMENT OF \$90,123 FROM MEASURE M TO COVER THE PROJECT ENVIRONMENTAL, DESIGN AND RIGHT OF WAY PHASE FUNDING SHORTFALL

RECOMMENDATION:

It is recommended that the City Council approve Amendment No. 2 to Stantec Consulting Services for \$ 16,681 and authorize the City Manager to sign the Amendment and allocate \$90,123 from Measure M to cover the project environmental, design, and right of way phase funding shortfall.

BACKGROUND:

The Slauson Corridor from Atlantic Boulevard to Maywood Avenue is congested and is in need of congestion relief. The Atlantic Boulevard and Slauson Avenue intersection needs to be widened, and traffic signals along Slauson Avenue need to be upgraded to enhance traffic safety.

To secure grant funding, staff presented a funding request to Metro I-710 Technical Advisory Committee (TAC) for the design and environmental phase of this project in 2020. Subsequently, on September 1, 2020, the funding agreement between the City of Maywood and Metro was executed and on July 19, 2021, the funding agreement was amended to extend the lapsing date of project funds to June 30, 2024.

On April 13, 2023, City Council approved a professional services agreement with Stantec Consulting Services Inc. for an amount of \$399,997 to complete the project approval and Environmental (PA/ED) and design phase.

DISCUSSION:

In May 2022, project Approval and Environmental (PA/ED) and design phase commenced and through a traffic study it was determined that the intersection of Atlantic Boulevard and Slauson Avenue requires widening. As a result, additional professional services were deemed necessary and pursuant to the City Manager's Administrative Authority, Amendment No. 1 for \$90,138 to the Stantec contract was executed on June 22, 2023. Additionally, during the design phase, it was determined that widening of the intersection would result in an impact on the existing old colored concrete pavement which cannot be color matched through restoration and therefore, additional professional services are needed to cover pavement evaluation and design of new asphalt pavement over the existing poor concrete intersection. As a result, Amendment No. 2 for \$16,681 to the Stantec Agreement would be necessary (copy attached).

This will bring the total Stantec contract to \$506,816 or \$535,123 considering 15% contingencies and 10% for project management services for additional services under the two amendments. Therefore, based on the original \$445,000 Metro grant funding, there is a need in the amount of \$90,123 to cover the funding shortfall.

It is also important to note that staff made a presentation to Metro I-710 TAC for future right of way acquisition and construction funds in the amount of \$6,973,150 on June 21, 2023, and the Metro Board is expected to approve it at their next Board meeting early next year.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The original contract amount for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements was for a total of \$399,997. The budget was amended for a first time for an additional \$90,138.00. The contract is being amended for an additional \$16,681.00. \$445,000 is covered through Metro I-710 Measure R Funds through reimbursement. Additional Measure M funding in the amount of \$90,123 is required to cover the funding shortfall. The City will be making a budget amendment due to the current amendment exceeding the City Managers' 25% signature authorization. This project is a carryover from Fiscal Year 2022-2023.

F.Y. 23-24 Impact: \$443,123	Current F.Y. Budget: \$353,000
Fund Impacted: 261 - Grant Funds, Measure M	Budget adjustment requested: \$90,123
Source of funds: 261- Grant Funds, 502 - Public Works	Updated Account Budget: Not applicable
Account Number: 6201 - Slauson Avenue Corridor Improvements	For fiscal year: Current Fiscal Year

ATTACHMENT(S)

1. Slauson Avenue Corridor Improvement Project - Amendment No. 2
2. Slauson Avenue Corridor Improvement Project Proposal by Stantec

CONTRACT AMENDMENT

Date: 9-13-23

Project: SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS

Contract: SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS

Address: 38 Technology, Suite 200, Irvine, CA 92618

Consultant: STANTEC CONSULTING SERVICES INC. (STANTEC)

Description of Work:

Amendment No. 2—Geotechnical and Pavement evaluation per Stantec Proposal dated August 17, 2023 attached herein as Exhibit A.

Contract Impact:

Original Contract Amount:	\$ 399,997.00
Net change by previously authorized Amendment:	\$0.00
Total Amended Contract Amount Prior to this Amendment:	\$490,135.00
This Amendment will increase the Contract Amount by	\$16,681 (3.3%)
Total Amended Contract Amount	\$506,816.00

Effect on Schedule:

Increases/Decreases "time of completion" by	5 weeks
Completion date after this Amendment	N/A

The Contractor is hereby authorized to proceed with this above-described work in accordance with the terms stated above and as set forth in the attached proposal. City and Contractor agree that the execution of this amendment by both parties constitutes a binding agreement and except as provided in this amendment, no adjustment in compensation or time of performance shall be made as a result of the changes(s) described in this amendment. Further, City and Contractor agree and acknowledge that the execution of this amendment constitutes a full and complete resolution of labor, materials, etc. related to the amendment detailed herein. Except as provided in this amendment, all terms and conditions of the contract and all prior amendment remain in full force and effect.

CONTRACTOR APPROVAL:

Heiat, Mohammad

Digitally signed by Heiat, Mohammad
DN: CN=Heiat, Mohammad, OU=Internal,
OU=Users, OU=stantec, DC=corp, DC=ads
Date: 2023.09.14 09:44:16-07'00'

By: Mohammad, Heiat
Title: Project and Contract Manager
Date: September 14, 2023

CITY APPROVAL:

By: Jennifer E. Vasquez
Title: City Manager
Date:

EXHIBIT A



Stantec Consulting Services Inc.
38 Technology Drive, Suite 200, Irvine CA 92618-5312

August 17, 2023
File: 2042639600

Attention: Ms. Jennifer Vasquez, City Manager
City of Maywood
City Clerk's Office
4319 E. Slauson Avenue
Maywood, CA 90270

Dear Ms. Vasquez,

**Reference: SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF
IMPROVEMENTS - ADDITIONAL PAVEMENT INVESTIGATION SERVICES**

Thank you for the opportunity to submit this proposal for additional services to provide Pavement Engineering Services for the Slauson Avenue and Atlantic Boulevard intersection improvement project.

This proposal has been prepared based on City comments received on the 60% plans prepared by Stantec, and according to our current contract for Preparation of PAED & PS&E for Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements project.

For this Project, we have included **Geo-Advantec, Inc. (GAI)** as part of the Stantec Team to provide geotechnical/pavement engineering services.

We look forward to continuing our professional services relationship with you. If you have any questions or require additional information, please do not hesitate to contact myself or Jeff at the numbers listed below.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads 'Mohammad Heiat'.

Mohammad Heiat PE
Project and Contract Manager
Cell: 949 322 8083
Mohammad.Heiat@stantec.com

A handwritten signature in blue ink that reads 'Jeff Wilkerson'.

Jeff Wilkerson PE
Roadway Task Manager
Cell: 949 929 1449
Jeff.Wilkerson@stantec.com

Scope Of Work

The following tasks are included in the scope of work for this project:

Task 1 – Additional Project Management and Coordination

Stantec team will continue communicating with the City, as necessary, and attend virtual e-meetings or conference calls with City staff. For this project, we assumed a total time of 16 hours of Stantec senior staff to manage the additional work and subconsultant.

Task 2 – Pavement Engineering Services

GAI previously performed a pavement engineering study and submitted a report (GAI, 2022) for the Slauson widening at the intersection of Slauson and Atlantic. GAI will provide additional geotechnical recommendations for grinding the existing PCC and overlay it with ACP, and for providing concrete paver crosswalks. As part of this task, GAI will conduct additional cores at the locations identified by Stantec to confirm the pavement section thicknesses. The work will be performed during the night shift.

See attached proposal by GAI for further details (Attachment A)

Fee

Our proposed fixed fee to complete Tasks 1 through 2 is \$16,681 including a 9,000 credit from the potholing task from original contract based on the breakdown of the fees shown in the attached Exhibit 1.

Project Schedule

will be completed within 5 weeks of Notice to Proceed (NTP)

Assumptions

This proposal was based on the following assumptions related to the proposed project:

- Per our call with City on August 17, 2023, no potholing will be required for this project during the design phase and the \$9,000 allocated remaining budget from original contract will be re-allocated to this amendment.

**Slauson Ave and Atlantic Blvd
Additional Pavement Engineering Services
City of Maywood**

Description Consultant Services		PIC, QA \ QC 17	Sr. Project Manager 16	Profe Survey Manager 14	Survey Coordinator 13	Surveyor 11	Survey Crew - 2 man	Total Hours	Subconsultant	Direct Cost/Reimb.	Total Cost
Hourly Rate		\$265	\$256	\$219	\$209	\$189	\$310				
1.0	Project Management and Coordination	10	6					16			\$ 4,186
2.0	Pavement Engineering Services (GAI)								\$ 21,495		\$ 21,495
	Potholing										\$ (9,000)
											\$ -
Hour Subtotal		10	6					16			
Fee Subtotal		\$ 2,650	\$ 1,536	\$ -	\$ -	\$ -	\$ -		\$ 21,495	\$ -	\$ 16,681
PROJECT TOTAL =		\$ 2,650	\$ 1,536	\$ -	\$ -	\$ -	\$ -		\$ 21,495		\$ 16,681

Geo-Advantec, Inc.

G *Geotechnical Engineering*

A *Earthquake Engineering*

I *Inspection and Testing*

I *Engineering Geology*

PROPOSAL FOR PAVEMENT ENGINEERING SERVICES

PROJECT:

**Median and Pavement Resurfacing
Intersection of Slauson Avenue and Atlantic Boulevard**

FOR:



PREPARED BY:

GEO-ADVANTEC, INC.

457 W. ALLEN AVENUE, SUITE 113

SAN DIMAS, CALIFORNIA 91773

PROPOSAL NO. 23-1193_R.01

AUGUST 4, 2023

Mr. Jeff Wilkerson
Senior Associate
Stantec
38 Technology Drive
Irvine CA 92618-5312

August 4, 2023
Proposal No. 23-1193_R.01

Subject: Proposal for Pavement Engineering Services for
Pavement Resurfacing of the Intersection of Slauson
Avenue and Atlantic Boulevard, City of Maywood, California

Dear Mr. Wilkerson:

Geo-Advantec, Inc. (GAI) appreciates the opportunity to submit this proposal to provide Stantec and the City of Maywood (City) with all the required geotechnical/pavement engineering services for the subject project. This submittal includes our proposed scope, approach, and an estimated budget breakdown.

1. PROPOSED SCOPE

GAI previously performed a pavement engineering study and submitted a report (GAI, 2022) for the Slauson widening at the intersection of Slauson and Atlantic. The City intends to grind 4" of existing PCC and replace it with ACP. Also, the crosswalks will be replaced with concrete pavers with concrete bands.

Also, per Stantec's request, we will conduct two additional cores at the locations identified by Stantec and, at these two locations, measure the pavement section thicknesses. The work will be performed during the night shift.

2. PAVEMENT EVALUATION, TESTING, AND DESIGN APPROACH

A. Pre-Drilling Phase

The following tasks will be performed before the commencement of field coring/drilling works:

1. Perform site reconnaissance and mark the proposed coring locations.
2. Obtain a no-fee permit from City.
3. Clarification of underground utilities by contacting Dig-Alert.

B. Field Exploratory Works

The tasks to be performed for this part of the work consist of the following:

1. Perform a second site visit prior to coring and review the marked utility lines by Dig-Alert.
2. Finalize the work schedule for field operations and coordinate the fieldwork with City.
3. Provide traffic control.
4. Perform a total of two cores within the intersection limits.
5. Perform two cores in the asphalt paved area (1 on each street, as identified by Stantec) to confirm the thickness of the existing AC and apparent PCC.

6. Collect selected representative bulk samples of aggregate base and subgrade from the cored locations and transfer them to the laboratory.
7. Backfill the holes and patch boreholes using cold patch asphalt or ready-mix rapid set concrete.

C. Laboratory Testing and Office Engineering

Samples will be tested in GAI's accredited laboratory facility to determine the engineering properties of the subsurface soils and base layers. The quantity of the tests will be determined based on the type of the encountered subgrade soils. A total of two R-value tests will be performed. The laboratory testing program, in general, may include some or all of the following tests:

1. Sieve Analysis
2. Percentage Passing #200 Sieve
3. Atterberg Limits (for cohesive soils only)
4. Expansivity Test (for cohesive soils only)
5. R-value

D. Final Report

The final report, at a minimum, will include:

1. A site plan showing the locations of the cores.
2. A discussion of the subgrade materials encountered in the corings and their engineering properties.
3. Results of pavement sections measurements.
4. Results of laboratory tests.
5. Recommendations for grinding the existing PCC pavement within the limits of the intersection and overlaying with proper asphalt concrete layers.
6. Recommendation for concrete pavers crosswalk.

3. ESTIMATED BUDGET AND BREAKDOWN

The following Table 1 provides the cost breakdown and estimate for the pavement testing and design phase. Our total proposed fee for the services outlined in Section 2 of this proposal is **\$21,495**. If additional services are requested, they will be billed based on our hourly rates.

Table 1. Estimated Budget and Breakdown-Design Phase

Task	Estimated Amount	Cost/ Unit (\$)	Total Cost (\$)	Remarks
Coring, Sampling, and Patching	1	Lump-Sum	3,600	Two cores at the intersection + two cores as designated
Traffic Control	1	3,000/shift	3,000	Field traffic control

Task	Estimated Amount	Cost/ Unit (\$)	Total Cost (\$)	Remarks
Field Senior Engineer/Supervisor	16	200/hr.	3,200	Boring Locations marking, logging (OT/Night Shift)
Field technician	8	160/hr.	1,280	OT/Night Shift
Laboratory Testing	1	Lump-Sum	1,000	Tests may include R-value, EI, Gradation, etc.
Staff Engineer	24	135/hr.	3,240	Logs, drafting, draft report
Senior Engineer	34	175/hr.	5,950	Draft and final report
Principal Engineer	1	225/hr.	225	Final review
TOTAL PROPOSED FEE			\$21,495	

We look forward to the opportunity to work with Stantec on this project. If there are any questions, please do not hesitate to contact the undersigned at (909) 305-0400 or Landerson@GeoAdvantec.com.

Respectfully Submitted,
Geo-Advantec, Inc.



Lisa Anderson, MBA
Vice President/Marketing and Business Development

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF BUILDING DEMOLITION LOCATED AT 5102 DISTRICT BOULEVARD

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Accept project completion for the Building Demolition Located at 5102 District Blvd. as performed by Interior Demolition, Inc., for a total amount of \$102,951.00;
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 \$5,147.55 to Interior Demolition, Inc. within 35 days following recordation of the Notice of Completion.

BACKGROUND:

On February 2, 2023, the City Council awarded a public works contract totaling \$102,951.00 to Interior Demolition, Inc. for the Building Demolition Located at 5102 District Blvd. The project construction budget also includes contingency budget of \$25,737.75 (25% of Contract) for any unforeseen conditions as necessary. The total established construction budget was \$128,688.75.

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 the demolition of a building, and the pre-demolition haz-mat abatement and other relevant work at 5102 District Blvd, Maywood, CA and other incidental work related to the project.

All required improvements were constructed in conformance with the approved specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$102,951.00, 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 previously approved budget.

ATTACHMENT(S)

1. Attachment 1 - Notice of Completion

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

	NAMES	ADDRESSES
NONE		

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

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on July 28th, 2023.
The work was: Building Demolition at 5102 District Blvd.

8. The name of the contract, if any, for such work of improvement was
Interior Demolition, Inc. February 22, 2023
(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.

10. The street address of the property is 5102 District Blvd., Maywood, CA, 90270
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

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

VERIFICATION

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

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

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

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

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

RECOMMENDATION:

Staff recommends that the City Council approve the Community Benefit Fund Application from Heliotrope Avenue Elementary School in the amount of \$10,000.

BACKGROUND:

The Application is dated August 21, 2023, and was received by email from the applicant. The City of Maywood has established a "Community Based Fund" to support community-based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community-based programs, community activities and educational activities.

Most recently, on June 22, 2022, the City Council awarded Heliotrope Avenue Elementary School \$10,000 to be used to pay a local Art Teacher and to provide comprehensive art classes for the entire student body.

The art classes were conducted on a weekly basis, catering to students across the Pre-K to 5th-grade spectrum. The classes were scheduled from Monday through Friday. The curriculum adopted a diverse approach, encompassing various painting styles, including cubism, oil abstract, and realism.

DISCUSSION:

The applicant states that Heliotrope Avenue Elementary School is requesting funds to be used to purchase art materials and pay for art services for all students. Through the allocation of these funds, students will have the opportunity to immerse themselves in a realm of abundant cultural experiences and virtual learning. As a result, they can acquire insights that they might subsequently share and contribute to the broader community.

Qualification Review

Per the grant guidelines, the applicant, Heliotrope Avenue Elementary School, is eligible as it is a school that provides programs and services to residents of the city. In addition, per the Grant guidelines, the maximum amount will be no more than \$5,000. However, in limited circumstances, the City Council has the discretion to award grants in the amount not to exceed \$10,000.00.

Heliotrope Avenue Elementary School has been in existence since 1923 and is a school located within the City

that provides education for students in grades Pre-K – 5th. They meet all the grant requirements.

Accordingly, based on the documentation provided by the applicant in support of their application, staff recommends that the City Council approve their request.

LEGAL REVIEW:

The City Attorney has not yet reviewed this report.

FISCAL IMPACT:

The City currently has budgeted \$75,000 in the Community Benefit Fund for fiscal year 2023/2024. To date, \$37,000 has been spent from this account. Therefore, there is an adequate budget and no additional budget appropriation is needed.

F.Y. 23-24 Impact: \$10,000	Current F.Y. Budget: \$75,000
Fund Impacted: 100-General Fund	Budget adjustment requested: \$0
Source of funds: 302-Community Services	Updated Account Budget: \$37,000
Account Number: 6301-Community Benefit Fund	For fiscal year: 2023/2024

ATTACHMENT(S)

1. CBF_HeliotropeElem_App_2023
2. CBF_Heliotrope_Budget for Art Teacher_2023
3. Community Benefit Fund Guidelines and Procedures12.2021
4. Art Pictures Heliotrope CBF2022

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Application Funding Cycle

Date of Application: 8/21/2023

- ☒ Q1: July 1 – September 30
☐ Q2: October 1- December 31
☐ Q3: January 1 - March 30
☐ Q4: April 1 - June 30

Amount Requested: \$10,000

Organization Name: Heliotrope Ave. ES	Phone Number: 323-560-1230
Street Address: 5911 Woodlawn Ave	Fax Number:
City, State, Zip: Maywood, Ca 90270	Federal EIN: 95-6001-908-w
Contact Person: Gabriela Rodriguez	
Contact Email Address: gabriela.rodriguez85@lausd.net	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc.

We are an ETK-5th Grade elementary school with over 500 students. Located on Slauson, between Heliotrope Ave. and Woodlawn Ave. Socioeconomically Disadvantaged 94%, English Learners 34%, and foster youth 0.8%.

Does your organization have non-profit status with the Internal Revenue Service?

Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)?

1926

Is the organization located/based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please explain.

Describe how the requested funds will be used? Attach a proposed budget.

To purchase art materials and pay for Art Services for our Art Classroom under the direct supervision of the classroom teacher. Our Art Classes were very successful last year. We are a STEAM school and will have an Art Room to use for this purpose. See attached proposal.

What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?

We want the classes to begin in September or earlier.

Describe the organization's efforts in obtaining funding from other sources?

We will provide the classroom and contribute towards materials.

How will the requested funds have a benefit to Maywood residents?

Our students are children of residence of the City of Maywood. These art lessons our students will take will enhance and bring real world experiences to their educational learning.

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

The experiences our students will gain they will use in higher learning that will prepare them to be college and career ready. Many studies now show that children regularly engaged in creativity, such as painting and drawing classes, develop a greater capacity for problem solving, risk taking, visual understanding, out-of-the-box thinking, and communication skills.

How will the requested funds provide educational opportunities for Maywood residents or students?

If we get this donation this will be the second year of Art Classes for our students. We will be bringing a world of rich culture, virtual stimulation and learning to our students that they can in turn bring to the community.

Has your organization previously received funding from the City of Maywood?

Yes ☒ No ☐ If yes, identify the use of the funds, total amount, and fiscal year in which the funds were received. Donation \$10K for the same request in 2022.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: 8/21/2023	Signature: Gabriela Rodriguez			
Print Name and Title: Gabriela Rodriguez, Principal				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

	CLASSES	DAY	TIME	
KINDER & FIRST	6 Classes	Monday	8:00am-1:00pm	Half Hour Class
SECOND	4 Classes	Tuesday	8:00-1:00pm	One Hour Class
THIRD	4 Classes	Wednesday	8:00-1:00pm	One Hour Class
FOURTH	4 Classes	Thursday	8:00-1:00pm	One Hour Class
FIFTH	4 Classes	Friday	8:00-1:00pm	One Hour Class
	Supplies & Class			
August	\$500			
September	\$2,000			
October	\$2,000			
November	\$1,000			
December	\$500			
January	\$500			
February	\$2,000			
March	\$1,000			
April	\$500			
TOTAL	\$10,000			

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a "Community Benefit Fund" to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conduct by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called "Eligible Organizations"); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. Grants will be awarded in maximum amounts of no more than \$5,000. In limited circumstances, the City Council has the discretion to award grants in an amount not to exceed \$10,000.

C. Restrictions and Ineligible Organizations

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at claudia.zavala@cityofmaywood.org

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

	<u>Application Cycle</u>	<u>Application Deadline</u>
Quarter 1:	July 1 - September 30	June 1
Quarter 2:	October 1 - December 31	September 1
Quarter 3:	January 1 - March 30	December 1
Quarter 4:	April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.
2. Organizations may submit only one application per fiscal year.
3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

Heliotrope Ave. Elementary School



Art Program 2022



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROXANNE DIAZ, CITY ATTORNEY

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: APPROVAL OF THE SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MAYWOOD AND JENNIFER E. VASQUEZ AND ADOPTION OF RESOLUTION NO. 6321 UPDATING AND AMENDING THE SALARY SCHEDULE RELATED TO THE CITY MANAGER

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the City Manager Employment Agreement between the City of Maywood and Jennifer E. Vasquez and adopt Resolution No. 6321 updating and amending the salary schedule related to the City Manager.

BACKGROUND:

In 2019, the City conducted a formal recruitment and selection process for a City Manager wherein Jennifer E. Vasquez was appointed to the position. The parties entered into an employment agreement for a two-year term beginning on May 20, 2019 ("Employment Agreement"). On May 26, 2021, the parties entered into the First Amendment to the Employment Agreement extending the term of the employment agreement through May 2024 as well as make additional adjustments to several terms, including salary. After a performance evaluation, the parties desire to further amend the Employment Agreement to extend the term, amend the salary and provide the City Manager with benefits provided to other management employees of the City (Directors and Managers) as further discussed below.

DISCUSSION:

As in other cities, the City Manager is instrumental in implementing the goals of the City Council. In Maywood, some examples include securing millions of dollars annually in grant funding for numerous city programs and public facility enhancements, working with the County of Los Angeles whereby the County will soon assume on-going maintenance and operation of the City's sewer system, continuing to partner and collaborate with other local governments as well as the State and Federal governments in a variety of areas (homelessness, library enhancements, sewers, etc.) and bringing new technologies to the workplace so that the City can continue to be responsive and efficient.

As is best practice, the City Council has conducted yearly performance evaluations of the City Manager. An evaluation was recently conducted in August 2023 as well as previously in May 2022. Based on the positive performance evaluation, the Second Amendment provides for a new base salary of \$205,000 and extends the Employment Agreement to May 19, 2028. With respect to the term, the previous term was through May 19, 2024 with two one-year extensions. The new term will include those extensions and add an additional two years. Last, the Second Amendment provides the City Manager with benefits in line with other management

employees (Directors and Managers) in the area of sick leave, administrative leave (32 hours) and bereavement leave.

LEGAL REVIEW:

The City Attorney drafted this item.

FISCAL IMPACT:

Pursuant to the Second Amendment to the City Manager Employment Agreement, the annual salary will now be \$205,000. The fiscal impact to the additional benefits under the Second Amendment include administrative personal leave, which, if all time was taken, equates to approximately \$3,074 and sick leave, which, if all sick days were taken, equates to \$7,684.80. Bereavement leave, should it occur, would have a minimal impact in the range of \$0 to \$3,200. These benefits are in line with benefits paid by other municipalities and in regards to a city manager position, and are on the low end of the scale.

ATTACHMENT(S)

1. Resolution No. 6321 Salary Schedule Update Related to the City Manager and Amending the Comprehensive Salary Schedule
2. Second Amendment to the City Manager Employment Agreement

RESOLUTION NO. 6321

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
UPDATING THE SALARY SCHEDULE RELATED TO THE CITY
MANAGER AND AMENDING THE COMPREHENSIVE SALARY
SCHEDULE**

WHEREAS, the City Manager is an appointed position and such position is included in the City's Comprehensive Salary Schedule; and

WHEREAS, the salary schedule is required to be amended to update the adjusted base salary of the City Manager.

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

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

SECTION 2. The City Council hereby establishes, approves and adopts the salary range for the City Manager as follows:

<u>Position (Job Title) - Full Time</u>	<u>Range (Annual)</u>
City Manager	\$205,000

SECTION 3. The City Council directs the Human Resources Manager to incorporate the adjusted salary range herein as part of the Fiscal Year 2023-2024 Comprehensive Salary Schedule.

SECTION 4. This Resolution shall be effective immediately upon its passage and approval.

SECTION 5. The City Clerk shall certify the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED, this 27th day of September 2023.

Frank Garcia, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6321 was adopted at a regular meeting of the City Council of the City of Maywood held on the 27th day of September, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian E. Juarez, City Clerk

SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

This Second Amendment to the City Manager Employment Agreement dated May 14, 2019, as amended, is made and entered into as of September 27, 2023, by and between the City of Maywood ("City"), a California municipal corporation, and Jennifer E. Vasquez, an individual ("Employee").

R E C I T A L S

A. Following a formal recruitment and selection process for a City Manager, on May 14, 2019, the City and Employee entered into the City Manager Employment Agreement ("Employment Agreement") setting forth the terms and conditions of employment, including salary and benefits.

B. On May 12, 2021, following a performance evaluation of the City Manager, the City and Employee entered into the First Amendment to the Employment Agreement ("First Amendment") amending the term, salary and other provisions related to the City Manager's employment. The Employment Agreement and First Amendment shall be referred to herein collectively as "Employment Agreement."

C. The City Council conducted a performance evaluation of the City Manager in 2022 and recently in 2023. Following the performance evaluation of the City Manager, the City and Employee desire to extend the term and revise certain provisions of the Employment Agreement.

NOW THEREFORE, for good and valuable consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

Section 1. Section 2 of the Employment Agreement entitled "Term" is hereby amended in its entirety to read as follows:

"2. Term. Unless sooner terminated as provided in Section 7 below, the term of this Agreement shall begin on May 20, 2019 ("Start Date") through May 19, 2028."

Section 2. Salary Adjustment. Beginning on May 20, 2023, City shall pay Employee an annual salary of \$205,000, subject to legally permissible or required deductions and withholdings, prorated and paid on City's normal pay days. Employee's salary is compensation for all hours worked and for all services under this Employment Agreement, including those as an Executive Director or involving any other position, office or appointment associated with the City. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law.

Beginning on May 20, 2024, and yearly thereafter, Employee shall automatically receive a Cost of Living salary increase without the need for further City Council action or amendment of this Employment Agreement, based on the change in the California

Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the California Department of Industrial Relations for Los Angeles-Long Beach-Anaheim for the immediately preceding April-April period.

Section 3. Paragraph B(4) entitled “Sick Leave” of Section 4 “Salary and Benefits” of the Employment Agreement is hereby amended in its entirety to read as follows

“(4) Sick Leave.

(a) Employee shall receive 10 days of sick leave per year, prorated and credited each pay period. Upon the Start Date, Employee shall be advanced 5 days of sick leave and will begin to earn additional sick leave once the advance is earned. At the end of each year, unused sick leave shall expire and shall not carry over into the succeeding year. At the beginning of each new year, Employee will receive a new advance of 5 days of sick leave and will begin to earn additional sick leave once the advance is earned. At no time may Employee maintain a sick leave balance in excess of 10 days. Upon separation, Employee shall not be entitled to any payment for unused sick leave.

(b) In lieu of the sick leave formula and maximum accrual set forth in subparagraph (a) above, beginning on May 20, 2023, Employee shall be credited 72 hours of sick leave at the beginning of each fiscal year and may accrue up to 240 sick leave hours. For the period of May 20, 2023 through June 30, 2023, Employee shall be credited the pro-rated amount of sick leave hours based on 72 hours per fiscal year. In addition, Employee shall carry-over any sick days accrued as of May 19, 2023. Employee shall not be entitled to any payment for unused sick leave.

Section 4. A new subparagraph (9) entitled “Other Benefits” shall be added to paragraph (B) of Section 4 of the Employment Agreement to read as follows:

“(9) Other Benefits.

(a) Beginning on July 1, 2023, and each fiscal year thereafter, Employee shall be credited 32 hours of administrative leave at the beginning of the fiscal year. Such hours shall not be carried over to the next fiscal year.

(b) Employee shall be provided the same bereavement leave per calendar year as provided to other full-time employees of the City.

Section 5. Except as specifically amended by this Second Amendment, the remaining terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Employment Agreement, the provisions of this Second Amendment shall control.

In witness whereof the parties have executed this Second Amendment as of the date set forth above.

EMPLOYEE:

Jennifer E. Vasquez

CITY OF MAYWOOD:

Frank Garcia, Mayor

ATTEST:

Brian E. Juarez, Maywood City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS

RECOMMENDATION:

Staff recommends that the City Council introduce by title only and waive full reading of Ordinance No. 23-11 an Ordinance of the City of Maywood Amending in its Entirety Chapter 17 of the Title 8 of the Maywood Municipal Code Regarding Tenant Protections.

BACKGROUND:

The City Council adopted Urgency Ordinance 23-06-U on June 28, 2023 to establish a temporary moratorium on evictions for "substantial remodels." An extension of Urgency Ordinance 23-06-U was adopted on August 23, 2023 and terminates on its own terms on November 30, 2023.

By way of background, Governor Newsom signed into law the California Tenant Protection Act of 2019 ("AB 1482") to limit rent increases and prevent unjust evictions. In addition to establishing an annual statewide rent increase cap, it provides for eviction protection and relocation assistance for certain just cause evictions. AB 1482's definition of just cause includes two categories: "at-fault" and "no-fault." Under the law, a tenancy cannot be terminated unless the landlord demonstrates the existence of an at-fault or no-fault reason, complies with notice requirements, and, in the case of no-fault evictions, complies with relocation assistance requirements.

Under AB 1482, "intent to demolish or substantially remodel the residential real property" is a no-fault just cause. "Substantially remodel" is defined as follows: "[t]he replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation." This provision has been utilized by some landlords as a means to evict tenants. Many cities in the region have tightened up the state law provisions related to substantial remodels in order to prevent the displacement of renters.

The City Council adopted the rent stabilization ordinance on August 23, 2023. As a complement to the rent stabilization ordinance, City Staff has drafted a tenant protection ordinance which addresses the issues of

substantial remodels but also includes provisions regarding retaliatory eviction and anti-harassment provisions.

DISCUSSION:

The proposed ordinance is a comprehensive ordinance providing for various tenant protections. A summary is further discussed below.

Just Cause and No-Fault Just Cause Evictions

The tenant protection ordinance limits evictions to the specific circumstances set forth in the ordinance. A landlord may terminate a tenancy if there is "Just Cause." Just Cause includes the failure to pay rent, a violation of a material term of the rental agreement and the tenant fails to cure the violation, the tenant has committed waste, the tenant is maintaining a nuisance or using the unit for an illegal purpose, the tenant is creating a dangerous condition at the unit, the tenant fails to sign a renewal or extension the current lease when requested to do so by the landlord, the tenant assigns or sublets the unit without authorization, the tenant refuses access for necessary repairs after notice, the tenant fails to vacate after the lease is terminated and for criminal activity by the tenant at the rental unit.

A landlord is permitted to terminate a tenancy in circumstances that qualify as a "No-Fault Just Cause" termination. This includes when the landlord decides to demolish the rental unit or permanently withdraws the rental unit from the rental market under State law.

Terminating a tenancy to permit the Landlord or the Landlord's family to reside in the rental unit would also qualify as a No-Fault Just Cause eviction. In that circumstance, the Landlord is required to provide 60 days' notice prior to the termination and the landlord must disclose to the City information regarding the eligible individuals who will occupy the unit. The rental unit must be occupied within 90 days from the vacancy of the current tenant and the Landlord or Landlord's family must reside in the rental unit for three years. If the Landlord or landlord's family ceases to occupy the rental unit for the required amount of time, the former tenant has the right of first return to the unit. If the current tenant, however, has continuously resided in the unit for at least five years and is either 60 years or older or disabled, or the tenant is terminally ill, or the tenant is a low-income tenant, the landlord cannot terminate the tenancy under this provision.

In all No-Fault Just Cause evictions, the tenant is eligible for relocation assistance.

Relocation Assistance

For No-Fault Just Cause evictions, the landlord must provide tenant relocation assistance equal to 3X the rent in effect at the time of the termination notice plus one additional month's rent for certain qualified tenants (low income, seniors, disabled, families with minor children, tenants who have resided at the rental unit for five years or more).

Tenant Protections During Temporary Untenantable Conditions

Unlike state law, temporary untenantable conditions resulting from activities such as substantial rehabilitation, work performed in order to comply with laws of the state or local codes, fumigation that cannot be completed when a rental unit is occupied, or other work under Civil Code Section 1941.1, is not a valid basis for a No-Fault Just Cause. Rather, the landlord must mitigate the conditions through actions to ensure that tenants can safely remain in their rental unit during the work or through temporary relocation of tenants to comparable alternative housing. This provides a balance to allow landlords to undertake any tenant improvements (not cosmetic improvements) and address deferred maintenance to ensure good quality housing for the city's residents.

The provisions in the proposed ordinance (Section 8.17.090) contain a list of mitigation measures that the Landlord must comply with if the tenant is able to stay in their unit. This includes protection of the tenant's personal property, providing protection measures regarding exposure to toxic or hazardous materials, providing for safe ingress and egress on the property and other provisions. If the work requires the tenant to be relocated, the provisions provide for temporary relocation to a hotel, motel or short-term rental, reasonable compensation for meals if there are no cooking facilities, laundry if the tenant's unit includes laundry and pets. There are alternatives if agreed upon by the tenant and landlord such as a per diem amount for each day of

temporary relocation. If a tenant is required to be relocated and the displacement is for 30 days or less, the ordinance provides for a per-diem payment. If the temporary displacement is for 31 days or more, the landlord must provide the tenant with comparable temporary housing. The tenant and landlord can also agree to a buyout agreement.

Retaliatory Eviction and Anti-Harassment Provisions

The ordinance also states that a landlord may not terminate a tenancy in retaliation because of the tenant's exercise of his or her rights. The ordinance also includes a comprehensive list of anti-harassment provisions. These are located in Section 8.17.110 and 8.17.120.

In conclusion, the tenant protection ordinance complements the rent stabilization ordinance in order to provide protection for tenants in the City of Maywood.

LEGAL REVIEW:

The City Attorney drafted this item.

FISCAL IMPACT:

The fiscal impact related to the implementation of the proposed Ordinance is being evaluated by staff at this time.

ATTACHMENT(S)

1. Ordinance No. 23-11 Amending in its Entirety Chapter 17 of Title 8 of the Municipal Code Regarding Tenant Protections

ORDINANCE NO. 23-11

AT ORDINANCE OF THE CITY OF MAYWOOD AMENDING IN ITS ENTIRETY CHAPTER 17 OF TITLE 8 OF THE MAYWOOD MUNICIPAL CODE REGARDING TENANT PROTECTIONS

THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY ORDAINS AS FOLLOWS:

Section 1. Chapter 17 of Title 8 of the Maywood Municipal Code is hereby amended in its entirety to read as follows:

Chapter 17. Tenant Protections.

8.17.010. Findings and Purpose.

In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds the provisions of this Chapter 17, regulating, among other things, just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons: (i) The just cause for termination of a residential tenancy under this Chapter is consistent with California Civil Code § 1946.2; and (ii) This Chapter provides additional tenant protections that are not prohibited by any other provisions of applicable law.

8.17.020 Applicability. This Chapter shall apply to all Rental Units within the City, unless otherwise exempt pursuant to the provisions of Chapter 21 of Title 8 of this Code or State or federal law. This Chapter shall be known as the “Tenant Protection Ordinance.”

8.17.030. Definitions

A. “Administrative Procedures, Regulations and Guidelines” means the administrative procedures, regulations and guidelines adopted by the City Manager pursuant to Section 8.17.150 of this Chapter.

B. “Buyout agreement” means a written agreement between a landlord and a tenant as provided in Section 8.17.090 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

B. “City” means the city of Maywood.

C. “Code” means the city of Maywood Municipal Code.

D. “Department” means the Building and Planning Department or other department designated by the City Manager to administer the provisions of this Chapter.

- E. "Director" means the Director of Building and Planning or designee.
- F. "Ellis Act" means California Government Code Sections 7060 through 7060.7.
- G. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of Tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.
- H. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.
- I. "Landlord's Family Member" means a spouse, brother, sister, children, grandchildren, parents, or grandparents of a landlord, provided the is a natural person whose name is on the title of the property and not a corporation or partnership. A natural person is required to have at least fifty-one percent (51%) ownership in the rental property.
- J. "Rent" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of housing services. "Rent" includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. "Rent" does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to Chapter 20 (Rental Stabilization) of Title 8 of this Code.
- K. "Rental Agreement" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related housing services.
- L. "Rental Complex" means one or more buildings used in whole or in part for residential purposes, located on a single lot, contiguous lots, or lots separated only by a street or alley.
- L. "Rental Unit" means any dwelling unit, as defined under California Civil Code Section 1940(c), located in the City and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including, and accessory dwelling units.

M. "Tenancy" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

N. "Tenant" means a Tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement, to the use or occupancy of any Rental Unit.

8.17.040 Termination of Tenancy

A. No landlord shall terminate a tenancy of an occupied rental unit if at least one tenant has continuously and lawfully occupied the rental unit for 12 months or more unless the landlord can demonstrate either a Just-Cause or No-Fault Just Cause termination.

B. When terminating a tenancy either Just Cause or No-Fault Just Cause, a landlord must comply with all of the following:

1. The landlord must serve a written notice to the tenant in accordance with California Civil Code Sections 1946 and 1946.5 that states the landlord will terminate the tenancy, indicates at least one for-cause or no-fault reason for termination in reasonable detail, and includes any other information required by federal or state law; and

2. The landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945 through 1946.5; and

3. The landlord qualifies the termination as Just Cause or No-Fault Just Cause, as specified in this section; and

4. If the termination is a No-Fault Just Cause termination, the landlord has provided the tenant with the notice of relocation assistance required by Maywood Municipal Section 8.17.080; and

5. The landlord has submitted to the Department, within five days after service of the notice of termination on the tenant, a true and accurate copy of the landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the tenant. The landlord shall maintain proof of service to the department as evidence that the landlord has complied with this section.

8.17.050. Just Cause Termination of Tenancy

A. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a Just Cause termination.

1. Failure to Pay Rent. Tenant failed to pay rent within three days of written notice being served on tenant by landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161.

2. Violation of Material Term of Rental Agreement. Tenant violated a Material Term of the rental agreement as provided in California Code of Civil Procedure Section 1161(3), after receiving written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the landlord of such violation.

3. Waste. A tenant committed waste as described in California Code of Civil Procedure Section 1161(4).

4. Nuisance or Illegal Purpose. Tenant has maintained, committed, or permitted the maintenance or commission of a nuisance at the Rental Unit or used the Rental Unit for an illegal purpose as provided in California Code of Civil Procedure Section 1161(4) including:

a. Any crime or act of violence committed by a tenant of a rental unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed; or

b. Any threat of violent crime or violence, which includes any statement made by a tenant, or at the tenant's request, by the tenant's agent, to any person who is on the property where the rental unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or

c. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the Rental Unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the tenant from the landlord and the passage of a reasonable cure period.

It shall be an affirmative defense to an action for possession of a rental unit under this Section 8.17.050(A)(4) if a court determines that: (i) the tenant or the tenant's household

member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) the Notice of Termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the tenant or a tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. Failure to Sign Substantially Similar Lease. The tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand from the landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For purposes of this subsection, the landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

6. Assignment or Subletting in Violation of Lease. The tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4). Notwithstanding any contrary provision in this section, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the rental unit if all the following requirements are met:

(a) The tenant requests permission from the owner in writing to sublease the rental unit;

(b) The tenant continues to reside in the rental unit as their primary residence;

(c) The sublease replaces one or more departed tenants under the lease on a one-for-one basis; and

(d) The landlord fails to respond to the tenant in writing within forty-five (45) days of the receipt of the tenant's written request. If the landlord fails to respond to the tenant's written request, the request shall be deemed approved by the landlord if the lease is for a period of one year or less. A landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

7. Refuse Access. Tenant's refusal, after landlord has provided a written request, to allow the Landlord reasonable access to the rental unit for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

8. Failure to Vacate After Termination of Employment. Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has

been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

9. Failure to Vacate After Termination of Lease. When the Tenant fails to deliver possession of the rental unit after: (a) providing the landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (b) making a written offer to surrender, that is accepted in writing by the landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

10. Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in Section 422(a) of the California Penal Code, on or off the rental unit, that is directed at any landlord or agent of the landlord of the rental unit. Further, at-fault just cause eviction of a tenant under this provision shall only apply to that tenant who committed the criminal activity described herein. If a tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the tenant within the applicable statute of limitations period, the tenant shall be offered the right to restore the tenancy only if the same rental unit is available.

8.17.060. No-Fault Just Cause Eviction

A. If a landlord can show any of the following circumstances with respect to a termination of tenancy in a rental unit, the termination qualifies as a No-Fault termination.

1. A landlord seeks in good faith to recover possession in order to imminently: (a) demolish the rental unit; or (b) withdraw the rental unit permanently from rental housing use pursuant to the Ellis Act and other applicable state laws. In the case of any amendment to the Ellis Act, or any other provision of State law which amendment is inconsistent with this paragraph, this paragraph shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

2. A landlord seeks in good faith to recover possession of a rental unit for the use and occupancy by landlord or landlord's family member as the principal residence only once for that person for each rental complex of the Landlord. Said rental unit must be occupied as the principal residence within 90 days of the tenant household vacating the rental unit, and the rental unit must continue to be occupied as the principal residence of landlord or landlord's family member for at least three years, as affirmed by the Landlord in a written affidavit submitted to the City.

a. A landlord must provide the tenant 60 days' written notice that the landlord intends to terminate the tenancy pursuant to this subsection.

b. Owner-Occupancy Disclosure.

i. Not less than 60 days prior to the final date of the tenancy, in addition to any notice required by California Civil Code Section 827, the landlord must disclose to the department the name(s) of the eligible individual(s) who will occupy the rental unit, and the relationship of said individual(s) to the landlord. The information shall be provided on a form approved by the City and under penalty of perjury.

ii. The department may contact landlord during the three-year occupancy time frame to confirm that the landlord or landlord's family member resides in the recovered rental unit(s), and may obtain written verification of residency, signed by the landlord under penalty of perjury.

c. A landlord may not terminate a tenancy under this section if any of the following apply, unless the landlord or landlord's family member who will reside in the dwelling unit is similarly situated as the tenant or tenant's household members who are being displaced:

i. Any tenant in the rental unit has continuously resided in the rental unit for at least five years, and a member of tenant's household is either: (A) 60 years of age or older; or (B) disabled as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;

ii. Any tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice in the state of California; or

iii. Any tenant in the rental unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).

d. The Landlord may only recover possession of a unit once in a thirty-six (36) month period under this Section.

e. Tenant's Right of First Return.

i. If a landlord or landlord's family member ceases occupation of the rental unit within three years after the final date of tenancy, the tenant of a rental unit is entitled to receive notice of the first right to return to rent the same unit at the rent previously charged plus any annual rent increases allowed under Chapter 21 of Title 8 of this Code.

ii. Nothing in this section shall be construed to relieve the landlord of the obligation to directly contact the former tenant and to advise the tenant that the recovered rental unit will again be offered for rent.

B. All No-Fault terminations of tenancy are eligible for relocation assistance.

8.17.070. For-Cause Curable Lease Violation

A. Before a landlord of rental unit issues a notice to terminate a tenancy For Cause that is a curable lease violation, the landlord shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to California Code of Civil Procedure Section 1161(3). If the violation is not cured within the time period set forth in the notice, a three (3) day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. Any written notice to cease or correct must:

(1) Be dated and served upon the tenant, pursuant to at least one of the methods authorized under California Code of Civil Procedure Section 1162, as may be amended from time to time;

(2) Inform the tenant that failure to cure may result in the initiation of eviction proceedings;

(3) Inform the tenant of the right to request a reasonable accommodation;

(4) Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the termination of the Tenancy.

8.17.080 Relocation assistance.

A. Permanent Relocation Assistance. When relocation assistance must be paid to tenants who are evicted from their rental unit pursuant to Section 8.17.060, the landlord must make the relocation assistance payment in accordance with this section. The landlord must provide written notice to the tenant of the tenant's entitlement to permanent relocation assistance at the same time the landlord serves a notice of termination of tenancy.

1. The landlord shall pay a relocation assistance amount equal to three times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

2. If any tenant residing in the rental unit from which the tenants are to be displaced includes a qualified tenant, then all tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

a. The landlord shall pay an additional relocation assistance amount equal to one times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any tenant who: (i) is 60 years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code; or (ii) has one or more dependent children under the age of 18 residing in the rental unit; or (iii) meets the income limits for a "lower-income household" as defined in California Health and Safety Code Section 50079.5; or (iv) Has continuously resided in the rental unit for five years or more.

The tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the tenants living in the rental unit from which the tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

3. Permanent relocation assistance payments must be paid directly to the tenant.

a. If a rental unit is occupied by two or more tenants, then each tenant of the rental unit shall be paid a pro-rata share of the relocation assistance payment.

b. Landlord shall pay one-half of the relocation assistance due no later than 15 days following service of the termination of tenancy and the balance due no later than five business days after the tenant has vacated the rental unit. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this chapter shall be recoverable as damages in an action to recover possession.

8.17.090 Tenant Protections During Temporary Untenantable Conditions

A. Temporary untenable conditions resulting from the activities described in this Section 8.17.090, are not a valid basis for a No-Fault Just Cause eviction under Section 8.17.060.

B. Landlords must mitigate untenable conditions, including those resulting from the activities described in paragraph C below, either through actions to ensure that tenants can safely remain in their rental unit during the work or through the temporary relocation of tenants to comparable alternative housing accommodations. These two mitigation measures should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the

construction. Untenantable conditions and/or an untenantable dwelling include the conditions described paragraph C below, in Cal. Civil Code § 1941.1 and any other condition that makes the rental unit incapable of being safely occupied.

C. The activities described below will be subject to the mitigation requirements of Section 8.17.090:

1. Substantial rehabilitation consisting of the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation. The Landlord is required to secure building permits from the City.

2. Work performed in order to comply with housing, health, building, or safety laws of the State or this code, including but not limited to work performed to correct existing untenantable conditions. The Landlord is required to secure building permits from the City.

3. Tenant is required to temporarily vacate a rental unit upon the order of any government officer or agency.

4. Fumigation occurs that cannot be completed when a rental unit is occupied.

D. In order to mitigate temporary untenantable conditions, described in Section 8.17.090 B and C, a landlord must:

1. Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

2. Provide for protection of tenant's personal property during construction;

3. Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

4. Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

5. Take reasonable steps to prevent the disruption of major systems during construction;

6. Provide for the safe storage of construction equipment and materials;

7. Provide for the safe ingress and egress of tenant and tenant's guests;
8. Conform to permitted construction hours under this code or project permits;

9. Post a notification to tenants 30 days prior to commencement of construction or, as soon as practicable in the event of an emergency and in no event less than 24 hours prior, in an easily observable location at or near tenant entrances, including on the door of each affected rental unit, which notice shall state the expected duration of the construction work and briefly describe the nature of the work, and shall remain posted throughout the course of construction.

E. Temporary relocation.

1. If the activities described in Section 8.17.090 B and C will make the rental unit an untenable dwelling or will expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos, the landlord shall provide tenant with the following temporary relocation assistance during the temporary displacement period:

(a) Relocation to a motel or hotel accommodation or a short-term rental which is safe, sanitary, comparable to the tenant's sleeping arrangement, and unless otherwise agreed upon by the landlord and tenant, within a reasonable distance of the tenant's rental unit, and contains standard amenities such as a telephone and television;

(b) Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;

(c) Reasonable compensation for laundry, if tenant's rental unit included laundry facilities inside the rental unit and the temporary accommodation does not include laundry facilities inside the unit;

(d) Reasonable accommodation for pets that were permitted in tenant's rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets;

(e) Any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant for tenant's rental unit; and

(f) Any costs related to returning tenant to his/her rental unit, if applicable.

2. Unless otherwise agreed upon by landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under Section 8.17.090.E.1.a. The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is

more expensive than the tenant's existing rent calculated on a daily basis. All other compensation under Section 8.17.090.E.1 shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

3. The landlord shall have the option, in lieu of providing tenant relocation in accordance with Section 8.17.090.E.1.a of providing the tenant with comparable housing at any time during the period of the displacement, subject to the following:

(a) Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, appliances, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law.

(b) If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit throughout the period of displacement.

(c) The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit.

(d) If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the rental unit and the temporary housing.

(e) The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in accommodations, amenities, and services.

4. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her relocation rights under this Section 8.17.090.E and that the tenant understands his/her rights. The amount of the per diem payment shall be determined periodically by a resolution of the City Council.

5. The temporary housing required by this Section 8.17.090.E shall be available to tenant within 24-hours of service or posting of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be available to tenant as of the date the tenant actually vacates.

6. The displacement and relocation of a tenant pursuant to this Section 8.17.090.E shall not terminate the tenancy of the displaced tenant. The displaced tenant

shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

7. A tenant that is relocated for thirty (30) days or more shall not be responsible for any rent due on the rental unit from which it was relocated during the period of relocation and failure to pay rent during this period shall not constitute relinquishment of tenancy rights.

8. Temporary relocation payments as described in this Section will be made on a pro-rata basis to the tenant.

9. If the temporary displacement is for thirty (30) days or less, the Landlord must provide the Tenant a per-diem payment. If the temporary displacement is for thirty-one (31) days or more, the Landlord must provide the Tenant with comparable temporary accommodations or if agreed to by the Landlord and Tenant, a per diem payment.

10. The landlord shall provide written notice, before the tenant is temporarily displaced advising the tenant of the right to reoccupy the rental unit under the existing terms of tenancy once the work which necessitated the displacement is completed and the projected completion date of such work. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for the notifications required to be provided by the landlord under this Section 8.17.090.E. When the date on which the rental unit will be available for re-occupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail. If it became necessary to temporarily relocate the tenant for over 30 days and the tenant has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy the rental unit. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of re-occupancy prior to the start of temporary relocation.

11. A copy of all written notices to tenant required by this Section 8.17.090.E shall be filed with the Department within five business days after providing such notice to tenant.

12. Nothing in this Section 8.17.090 shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

13. The remedies under this Section 8.17.090 are cumulative and in addition to any other remedies available under federal, State, or local law.

F. Option to voluntarily terminate tenancy.

1. If the temporary untenable conditions of a rental unit are projected to persist for 30 days or more, the tenant of that rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of Section 8.17.100, and the return of any security deposit that cannot be retained by the landlord under applicable law.

2. If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by Section 8.17.100.E.9, the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of Section 8.17.100 shall be renewed.

G. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

H. The amount of the per diem payment and other reasonable compensation described in this Section shall be determined periodically by a resolution of the City Council.

I. The timing of any payments and notices and any other matters to effectuate the provisions of this Section 8.17.090 shall be set forth in the Administrative Procedures, Regulations and Guidelines.

8.17.100. Tenant buyout agreements.

A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the landlord shall provide each tenant in the rental unit a written disclosure, on a form approved by the department, in English and in the tenant's primary language if other than English translated at the landlord's expense, that shall include all of the following:

1. A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;

2. A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

3. A statement that the tenant may rescind the buyout agreement for up to 30 days after it is fully executed;

4. A statement that the tenant may contact the department for information about other buyout agreements in the tenant's neighborhood and other relevant information;

5. Any other information required by the department consistent with the purpose and provisions of this section; and

6. A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the landlord's expense. The landlord shall give each tenant a copy of the proposed buyout agreement at least 45 days before it is executed by the parties.

2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the tenant:

a. "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."

b. "You have a right not to enter into a buyout agreement."

c. "You may choose to consult with an attorney before signing this buyout agreement. The City of Maywood Building and Planning Department may also have information about other buyout agreements in your neighborhood."

C. Rescission of Buyout Agreement. A tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the department a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties.

8.17.110. Retaliatory Eviction.

A. No landlord may terminate a tenancy or refuse to renew a tenancy or otherwise cause a tenant to vacate a rental unit, if the landlord's intent in termination of

the tenancy or refusal to renew the tenancy is retaliatory in nature, and if the tenant is not in default as to the payment of rent.

B. A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

C. Retaliation against a tenant because of the tenant's exercise of rights under this Chapter or Chapter 21 of Title 8 (Rental Stabilization) is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this chapter in evaluating a claim of retaliation.

8.17.120. Anti-Harassment.

No landlord, or any person, acting as a principal or agent, or any contractor, subcontractor or employee of the landlord shall engage in harassment of any tenant of any rental unit that is subject to the provisions of Chapter 21 of Title 8 of this Code under any rental unit agreement, which includes the following conduct done with an intent to vex, annoy, injure or intimidate a tenant:

1. Interrupt, terminate reduce or fail to provide housing services required by a rental agreement or by Federal, State, or local housing, health or safety laws, or threaten to do so, or violate California Civil Code Sections 789.3 and 1940.2, except when necessary to comply with a court order or local or State law;

2. Fail to perform repairs and maintenance required by a rental agreement or by Federal, State, or local housing, health, or safety laws;

3. Conduct elective renovation or construction of rental unit for the purpose of harassing a tenant;

4. Request or demand an unreasonable amount of information from tenant in response to a request for reasonable accommodation.

5. Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow applicable industry repair, containment or remediation requirements designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;

6. Abuse the landlord's right of access into an rental unit as that right is specified in California Civil Code Section 1954. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain tenants or are used to collect evidence against the tenant or otherwise beyond the scope of an otherwise lawful entry;

7. Abuse the tenant with words which are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications;

8. Influence or attempt to influence a tenant to vacate an rental unit through fraud, intimidation or coercion (examples of such influence or attempts include, but are not limited to, the following: excessive rent increases, baseless threats to evict, threats to report immigration status, threats to report a tenant to the United States Department of Homeland Security, terminating a tenancy on a fraudulent basis of owner-occupancy, excessive and baseless entries by landlord);

9. Threaten the tenant, by word or gesture, with physical harm, or repeatedly mistreat an occupant of a Rental Unit during in-person conversations, through social media postings or messages, or other communications, with language, verbal or written, that a reasonable person would consider likely to cause fear or provoke an immediate violent reaction.

10. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child, immigration status, source of income, gender identity, gender expression, or any other class expressly protected by a local, State, or Federal law;

11. Take action to terminate any tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of an rental unit based upon facts which the landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the landlord. No landlord shall be liable under this subsection for bringing an action to recover possession unless and until the tenant has obtained a judgment in the tenant's favor in that action. This subsection shall not apply to any attorney who in good faith initiates legal proceedings against a tenant on behalf of a landlord to recover possession of a rental unit;

12. Interfere with a tenant's right to quiet use and enjoyment of the rental unit as that right is defined by California law;

13. Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set forth in the rental agreement or as established by the usual practice of the parties or applicable law, or in a notice to pay rent or quit;

14. Interfere with a tenant's right to privacy, including, but not limited to, entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection, requesting information about residence or citizenship status, protected class status, or social security number, or requiring any statement, representation, or certification concerning these matters, except as required by law or in the case of a social security number, for the purpose of obtaining information to determine qualification for tenancy, or releasing such information except as required or authorized by law;

15. Remove from the rental unit personal property, furnishings, or any other items without the prior written consent of the tenant, except when done pursuant to enforcement of a legal termination of tenancy or as otherwise authorized by law;

16. Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate;

17. Attempt to coerce a tenant to vacate with offers of payment to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied by threats or intimidation in pending eviction actions;

18. Refuse to cash or process a rent check or other form of acceptable rent payment for over thirty (30) days after it is tendered;

19. Engage in repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy;

20. Retaliate, threaten, or interfere with the right of a tenant to: organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards, informing other tenants of their rights and of opportunities to involved themselves in organized tenant activities;

21. Disclose or threaten to disclose to any person or entity information about the immigration status of a tenant in retaliation for engaging in legally protected activities or to influence them to vacate;

22. Prohibit entry by the tenant into the tenant's rental unit absent a judicial order permitting repossession by the landlord or a declaration by a local official that the building or unit is unsafe;

23. Solicit a tenant for sexual conduct in exchange for protection from eviction or make other quid pro quo sexual demands on a tenant; and

24. Retaliate against or threaten a tenant for inquiring with, or seeking assistance from, a government or social services agency.

25. Provide false written or verbal information regarding any federal, state, or local tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice.

26. Fail to maintain a current address, in addition to any electronic payment methods, for delivery of rent payments;

27. Offer payments to: (a) A tenant to vacate, including a buyout agreement offer, more frequently than once every six months, after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate; or (b) Attempt to coerce the tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.

8.17.130. Notices to Tenants.

A. Mandatory Notices to Tenants. Landlords must provide to each tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of tenant rights under this chapter. The department shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement; and

B. If the rental agreement is negotiated or written in a language other than English, the landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written.

8.17.140. Administration.

A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

B. The Department may collect data regarding residential evictions in the City, in an effort to help the City better understand rental housing and its impacts on renters and housing providers, and inform the need to develop and implement additional ordinances or policies regarding residential housing.

8.17.150. Implementation and Rulemaking.

A. The City Manager and City Attorney shall take all actions necessary to implement this Tenant Protection Ordinance and effectuate the intent of the City Council

in adopting this Tenant Protection Ordinance, including the preparation of informational materials and forms.

B. To implement and enforce this Chapter, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted.

8.17.160 Administrative Citations.

Any Landlord who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative citation and fine as provided for in Section 6-4.30 of this Code.

8.17.170 Injunction.

Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Chapter may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city.

8.17.180 Additional Remedies.

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction, against the Landlord or any person, acting as a principal or agent, of Landlord or any contractor, subcontractor or employee of the Landlord, for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this chapter in any action by a Landlord to recover possession of a Rental Unit.

C. Each violation of any provision of this chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

D. The above remedies are not exclusive and do not preclude the city or any Tenant from seeking other remedies or penalties provided by applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this Chapter.

8.17.180 Lawful Evictions.

Nothing in this Chapter shall be construed to prevent the lawful eviction of a tenant by appropriate legal means.

Section 2. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. It can be seen with certainty that regulations that prevent harassment of tenants in order to cause them to vacate their units will not cause a significant effect on the environment.

Section 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 4. Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 5. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED, this 25th day of October 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank Garcia, Mayor

ATTEST:

Brian E. Juarez

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

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

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Ordinance, being Ordinance No. 23-11, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 25th day of October, 2023, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 15.

DATE: September 27, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE NAME CHANGE OF RIVERFRONT PARK

RECOMMENDATION:

Staff recommends that the City Council consider and discuss the proposed name change and provide direction in accordance with the City's Park and Recreation Facility Naming Policy ("Policy").

BACKGROUND:

Located off of Slauson Avenue and Alamo Avenue adjacent to the Los Angeles River, is a 6.6-acre open space called Maywood Riverfront Park ("Park"). The Park was formerly a superfund site as part of the Los Angeles River Greenway Project. It was completed and opened in 2008 to re-establish natural areas, greenspaces, and parks along the river to promote economic viability and recreational amenities for the community. In 2018, an extension of the Maywood Riverfront Park was made available to the public. The Park includes a state-of-the-art playground for young children, basketball courts, native plant landscaping, picnic areas, green infrastructure elements, handball courts, and a convenient access point to the bike path along the Los Angeles River.

At the August 23, 2023, City Council Meeting, the City Council received and filed an update on the Maywood Riverfront Park Renovation Project. During the presentation, staff informed the City Council about the numerous funding sources that have assisted the City with park improvements and increased amenities. Included in this report, were funding sources from Speaker Emeritus Anthony Rendon, Senator Lena Gonzalez, Rivers and Mountains Conservancy, RPOSD Competitive Funding Grant, RPOSD Annual Allocation Measure A, and other State of California Per Capita Grants.

DISCUSSION:

Following staff's update, Council Member De La Riva highlighted the immense support the City continues to receive from Speaker Emeritus Anthony Rendon. Since Rendon was first elected to represent the 62nd District in Southeast Los Angeles County, the City of Maywood has received funding and support for multiple citywide projects at parks, the Southeast Rio Vista YMCA, and other efforts that continue to positively impact the quality of life of our residents and surrounding communities. The City of Maywood is fortunate to have substantial grant funding sources to revamp our open spaces. Furthermore, following Council Member De La Riva's name change recommendation, City staff received a consensus from Council to move forward with researching the City's policy on renaming a City park and report back to the City Council for consideration and approval.

City of Maywood Park and Recreation Facility Naming Policy

According to the Policy, the City may adopt a name for each City park based on one or more of the criteria provided within the Policy. The recommendation to rename the Park to Anthony Rendon Riverfront Park is substantiated by the criteria within the Policy, as follows:

1. A park may be named for a theme, geographic location or landmark, distinctive natural or geological features, adjacent street name, neighborhood, historical or cultural significance, or a living/deceased prominent personality that has made significant and exceptional contributions to the City, community, county, state, or fields of parks and recreation.
2. Appropriate park names should be easy to spell and pronounce.
3. When possible, use terms that will identify the park (i.e., neighborhood, center, play center, sports complex, etc.)

Finally, per the City Policy, and per consensus of the City Council at the last City Council meeting regarding the name change, staff has posted the tentative naming proposal (Anthony Rendon Riverfront Park) in front of City Hall, within the publicly accessible notice boards used to also post meeting agendas, on September 22, 2023. The Policy requires the City to notify the public thirty days prior to the presentation of the tentative naming proposal and specify the date of the City Council Meeting at which the naming will be considered. As such, the date for consideration by the City Council will be October 25, 2023. Following the October meeting, if a name change is approved, staff will need to take all the appropriate measures with the county and state to rename the park. Appropriate publicity and signage will also be coordinated and regional agencies will be informed of the name change in order to keep travel maps and directories current.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact on this action.

ATTACHMENT(S)

1. Park and Recreation Facility Naming Policy
2. Public Notice - Proposal to Rename Riverfront Park



CITY OF MAYWOOD PARK AND RECREATION FACILITY NAMING POLICY

The City of Maywood will adopt a name for each city park based on one or more of the following criteria and, when deemed appropriate, may do the same for a recreational facility located within the physical boundaries of a city park. The following criteria shall be used in determining the names of city parks and recreational facilities:

1. A park may be named for a theme, geographic location or landmark, distinctive natural or geological features, adjacent street name, neighborhood, historical or cultural significance, or a living/deceased prominent personality that has made significant and exceptional contributions to the city, community, country, state, or the fields of parks and recreation.
2. Appropriate park names should be easy to spell and pronounce.
3. When possible, use terms that will identify park. (i.e. neighborhood, center, play center, sports complex, etc.)
4. The City Council may issue a request for proposals when considering naming parks and recreation facilities. A written proposal must be submitted to the City Manager for review and presentation to the City Council. Any person or organization may submit a proposal to name a park. The proposal must contain the following:
 - A. The proposal must clearly identify the facility, the reason for naming the feature and include supporting documentation for the proposal.
 - B. A proposal to commemorate an individual must contain an explanation of how and why the individual's name is being proposed along with the contributions that the individual made to the city, community, state or country.
 - C. Proposals not containing all the required elements will not be considered and maybe declared invalid.

5. Thirty days prior to the presentation of the proposal to the City Council at a regularly noticed Council Meeting, the public shall be notified of the tentative naming proposal and the date of the City Council Meeting at which the naming will be considered.
6. The City Council will review and consider park naming proposals at the regularly noticed and posted Council Meeting. The council will hear public comment on the proposed name and vote on final action.
7. Based on the action taken by the City Council, staff will take all the appropriate measures regarding the naming of the park. Appropriate publicity and signage shall be coordinated. Regional agencies shall be informed of name, location, and facilities in order to keep travel maps and directories current.



**PUBLIC NOTICE
PROPOSAL TO RENAME RIVERFRONT PARK TO
ANTHONY RENDON RIVERFRONT PARK**

NOTICE IS HEREBY GIVEN that per City Policy and consensus of the City Council of the City of Maywood at the August 23, 2023, City Council Meeting, it was proposed that due to the immense support and funding from Speaker Emeritus Anthony Rendon, it is recommended that the City officially change the name of Riverfront Park to Anthony Rendon Riverfront Park.

As such, the date for name change consideration by the City Council will be October 25, 2023. Following the October meeting, if the name change is approved, staff will need to take all the appropriate measures with the county and state to rename the park. Appropriate publicity and signage will also be coordinated and regional agencies will be informed of the name change in order to keep travel maps and directories current.

Inquiries concerning this Public Notice may be directed to Daisy Guerrero, Deputy City Clerk/Assistant to the City Manager, at (323) 562-5714 or email: daisy.guerrero@cityofmaywood.org.

Dated: September 22, 2023

Published: September 22, 2023

By: 
Daisy Guerrero
Deputy City Clerk / Assistant to the City Manager